



8035 E. R.L. Thornton
Suite 410
Dallas, Texas 75228

May 3, 2004

Mr. Dale Hardy Roberts
Secretary
Missouri Public Service Company
Governor Office Building
200 Madison Street
Jefferson City, MO 65102

*RECEIVED*⁴

MAY 06 2004

*Records
Public Service Commission*

RE: Amendment to M2A UNE Rate Change/Attachment 25: xDSL/M2A Optional Line Sharing Amendment, Appendix to Attachment 25: xDSL.

Dear Mr. Roberts,

Enclosed for filing with the Missouri Public Service Commission are an original and (8) copies of the Amendment UNE Rate Change, Attachment 25: xDSL and M2A Optional Line Sharing Amendment, Appendix to Attachment 25: xDSL ("Agreement") between Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company ("SWBT") and Comm South Companies, Inc. hereinafter referred to as "the parties", executed on April 19, 2004.

At its request, Comm South Companies, Inc. has executed this Amendment, and the attachments incorporated therein are an integrated package and are the result of negotiation and compromise.

There are no outstanding issues between the parties that need the assistance of mediation or arbitration. The parties file this Agreement seeking Commission approval of the terms and conditions consistent with the Federal Act of 1996.

Please refer all questions and correspondence regarding this filing to the undersigned.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sheri Pringle".

Sheri Pringle
Director - Regulatory Affairs
Comm South Companies, Inc.
d/b/a Missouri Comm South, Inc.
214.355.7005
springle@commsouth.net

AMENDMENT NO. _____

TO M2A INTERCONNECTION AGREEMENT- MISSOURI

by and between

SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

AND

COMM SOUTH COMPANIES, INC. d/b/a MISSOURI COMM SOUTH

The Missouri 271 Interconnection Agreement (M2A) ("the Agreement") by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("hereinafter SWBT") and Comm South Companies, Inc. d/b/a Missouri Comm South ("CLEC") is hereby amended as follows:

(1) Appendix Pricing-UNE Schedule of Prices (dated 061102) is superceded and replaced by the attached revised Appendix Pricing-UNE Schedule of Prices, which is incorporated herein by this reference.

(2) Attachment 25: xDSL of the M2A (dated 081601) is hereby superceded and replaced with the attached, updated version of Attachment 25: xDSL to the M2A, which is incorporated herein by this reference.

(3) The M2A Optional Line Sharing Amendment, Appendix to Attachment 25 xDSL: Interim Appendix HFPL (dated 081601) is hereby superceded and replaced with the attached, updated version of the M2A Optional Line Sharing Amendment, Appendix to Attachment 25 xDSL: Interim Appendix HFPL, which is incorporated herein by this reference..

(4) This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain pricing revisions in certain Appendices (referenced above) and specific language changes to terms and conditions as agreed by SBC ILEC and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes (and any other voluntarily negotiated changes to terms and conditions contained in a separate amendment to the Agreement, if any "Other Agreed Changes") were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes (excluding any prices and pricing revisions) set forth in this Amendment or any Other Agreed Changes (excluding any prices and pricing revisions) qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties further acknowledge and agree that the Agreed Changes and any Other Agreed Changes, excluding any prices and pricing revisions, shall only be considered portable under the Illinois Law, Condition 27 or any other Law Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law.

(5) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet incorporated into this Agreement or which may be the subject of further government review: 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 ("USTA") v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); 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; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d

429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking 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. 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) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

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

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

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 19th day of April, 2004, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Comm South Companies, Inc.
d/b/a Missouri Comm South

By: Sheri Pringle

Title: Dis. Reg. Affairs

Name: Sheri Pringle
(Print or Type)

Date: 4/13/04

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

By: Eddie Reed, Jr.

Title: for/President - Industry Markets

Name: Eddie Reed, Jr.
(Print or Type)

Date: APR 19 2004

SOUTHWESTERN BELL TELEPHONE/
COMM SOUTH COMPANIES
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
Network Interface Device				
1	Disconnect Loop from inside wiring, per NID	None	\$ 23.00	\$ 14.32
Unbundled Loops				
1	2W Analog Zone 1	\$ 12.71	\$ 19.55	\$ 8.32
1A	2W Analog Zone 2	\$ 18.64	\$ 19.55	\$ 8.32
1A	2W Analog Zone 3	\$ 19.74	\$ 19.55	\$ 8.32
1A	2W Analog Zone 4	\$ 16.41	\$ 19.55	\$ 8.32
1	Conditioning for dB Loss	\$ 6.63	\$ 17.54	\$ 8.58
1A	4W Analog Zone 1	\$ 17.81	\$ 21.58	\$ 8.32
1A	4W Analog Zone 2	\$ 31.82	\$ 21.58	\$ 8.32
1A	4W Analog Zone 3	\$ 55.04	\$ 21.58	\$ 8.32
1A	4W Analog Zone 4	\$ 27.07	\$ 21.58	\$ 8.32
1	2W Digital Zone 1	\$ 25.79	\$ 43.33	\$ 22.67
1A	2W Digital Zone 2	\$ 37.89	\$ 43.33	\$ 22.67
1A	2W Digital Zone 3	\$ 52.60	\$ 43.33	\$ 22.67
1A	2W Digital Zone 4	\$ 37.30	\$ 43.33	\$ 22.67
1A	4W Digital Zone 1	\$ 91.06	\$ 102.47	\$ 40.46
1A	4W Digital Zone 2	\$ 95.45	\$ 102.47	\$ 40.46
1A	4W Digital Zone 3	\$ 97.10	\$ 102.47	\$ 40.46
1A	4W Digital Zone 4	\$ 91.25	\$ 102.47	\$ 40.46
Loop Cross Connects (with testing unless otherwise noted)				
1	Analog Loop to Collo 2W	\$ 1.89	\$ 26.87	\$ 22.08
1	Analog Loop to Collo 2W w/o testing	\$ 0.31	\$ 14.97	\$ 9.52
1	Analog Loop to Collo 4W	\$ 3.77	\$ 31.22	\$ 29.56
1	Analog Loop to Collo 4W w/o testing	\$ 0.63	\$ 25.38	\$ 17.73
1	Digital Loop to Collo 2W	\$ 1.89	\$ 26.87	\$ 22.08
1	Digital Loop to Collo 2W w/o testing	\$ 0.31	\$ 14.97	\$ 9.52
1	Digital Loop to Collo 4W	\$ 9.00	\$ 45.03	\$ 34.16
1	Digital Loop to Collo 4W w/o testing	None	\$ 29.04	\$ 28.57
7	Loop to Multiplexer - 4-Wire Install	\$ 14.51	\$ 88.76	\$ 70.59
7	Loop to Multiplexer - 4-Wire Disconnect		\$ 14.10	\$ 11.80
3	Analog Loop to DCS 2W - Install	\$ 0.27	\$ 86.30	\$ 68.11
7	Analog Loop to DCS 2W - Disconnect		\$ 11.62	\$ 9.12
3	Analog Loop to DCS 4W - Install	\$ 0.54	\$ 88.76	\$ 70.59
7	Analog Loop to DCS 4W - Disconnect		\$ 14.10	\$ 11.60
3	Digital Loop to DCS 2W - Install	\$ 0.27	\$ 88.73	\$ 71.75
7	Digital Loop to DCS 2W - Disconnect		\$ 11.62	\$ 14.68
1B	Digital Loop to DCS 4W - Install	\$ 9.00	\$ 60.04	\$ 41.06
7	Digital Loop to DCS 4W - Disconnect		Included In Install	Included In Install
1B	DS3 Loop Crossconnect - Install	\$ 30.08	\$ 54.98	\$ 42.09
3	Analog Loop to Switch Port - Install	None	\$ 25.18	\$ 19.00
7	Analog Loop to Switch Port - Disconnect		\$ 6.49	\$ 4.11
3	Digital Loop to Switch Port 2W - Install	None	\$ 21.47	\$ 15.30
7	Digital Loop to Switch Port 2W - Disconnect		\$ 12.35	\$ 9.97
3	Digital Loop to Switch Port 4W - Install	\$ 14.51	\$ 161.99	\$ 140.96
7	Digital Loop to Switch Port 4W - Disconnect		\$ 19.26	\$ 16.89
Subloop Feeder				
1	2W Analog Zone 1	\$ 4.81	\$ 17.16	\$ 7.91
1	2W Analog Zone 2	\$ 6.60	\$ 17.16	\$ 7.91
1	2W Analog Zone 3	\$ 6.87	\$ 17.16	\$ 7.91
1	2W Analog Zone 4	\$ 9.90	\$ 17.16	\$ 7.91
1	2W Digital Zone 1	\$ 20.18	\$ 40.52	\$ 20.45
1	2W Digital Zone 2	\$ 32.17	\$ 40.52	\$ 20.45
1	2W Digital Zone 3	\$ 30.89	\$ 40.52	\$ 20.45
1	2W Digital Zone 4	\$ 39.13	\$ 40.52	\$ 20.45
1	DS1 4W Copper Zone 1	\$ 67.05	\$ 73.25	\$ 29.98
1	DS1 4W Copper Zone 2	\$ 67.27	\$ 73.25	\$ 29.98
1	DS1 4W Copper Zone 3	\$ 67.17	\$ 73.25	\$ 29.98
1	DS1 4W Copper Zone 4	\$ 70.79	\$ 73.25	\$ 29.98
Subloop Distribution				
1	2W Analog Zone 1	\$ 6.69	\$ 85.08	\$ 35.46
1	2W Analog Zone 2	\$ 10.68	\$ 85.08	\$ 35.46
1	2W Analog Zone 3	\$ 12.92	\$ 85.08	\$ 35.46
1	2W Analog Zone 4	\$ 22.78	\$ 85.08	\$ 35.46
1	2W Digital Zone 1	\$ 9.63	\$ 86.76	\$ 38.57
1	2W Digital Zone 2	\$ 13.63	\$ 86.76	\$ 38.57
1	2W Digital Zone 3	\$ 15.86	\$ 86.76	\$ 38.57

SOUTHWESTERN BELL TELEPHONE/
COMM SOUTH COMPANIES
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
1	2W Digital Zone 4	\$ 25.70	\$ 86.76	\$ 38.57
1	4W Digital Zone 1	\$ 4.68	\$ 131.83	\$ 52.08
1	4W Digital Zone 2	\$ 6.23	\$ 131.83	\$ 52.08
1	4W Digital Zone 3	\$ 10.05	\$ 131.83	\$ 52.08
1	4W Digital Zone 4	\$ 22.41	\$ 131.83	\$ 52.08
Subloop Cross Connect				
2	Dark fiber to Collo Cross-Connect (Loop/Subloop) - Install	\$ 0.88	\$ 39.36	None
2	Dark fiber to Collo Cross-Connect (Loop/Subloop) - Disconnect		\$ 31.55	None
Dark Fiber				
1	Dark Fiber Foot Zone 1	\$ 0.002085	None	None
1	Dark Fiber Foot Zone 2	\$ 0.003156	None	None
1	Dark Fiber Foot Zone 3	\$ 0.004752	None	None
1	Dark Fiber Foot Zone 4	\$ 0.002085	None	None
Local Switching				
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 1	\$ 0.0016200	None	None
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 2	\$ 0.0019490	None	None
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 3	\$ 0.0028070	None	None
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 4	\$ 0.0023910	None	None
RESALE - Customized Routing				
3	Customized Routing Per Originating Query	\$ 0.003961		
3	CLEC order for Customized Routing per switch	None	\$ 6.53	None
Centrex				
3	Translations per Centrex Customer - 5ESS	None	\$ 284.33	None
3	Translations per Centrex Customer - DMS100	None	\$ 105.09	None
POTS				
3	POTS Translations per 5ESS office	None	\$ 43.27	None
3	POTS Translations per DMS100 office	None	\$ 70.46	None
NONRECURRING COST - DISCONNECT				
3	CLEC order for Customized Routing per switch	None	\$ 6.53	None
Centrex				
3	Translations per Centrex Customer - 5ESS	None	\$ 154.53	None
3	Translations per Centrex Customer - DMS100	None	\$ 105.09	None
POTS				
3	POTS Translations per 5ESS office	None	\$ 43.27	None
3	POTS Translations per DMS100 office	None	\$ 70.46	None
UNE - Customized Routing				
3	Customized Routing Per Originating Query	\$ 0.004174		
3	CLEC order for Customized Routing per switch	None	\$ 6.53	None
3	Setup MARCH RPM and AIN Tables per CLEC per switch	None	\$ 80.33	None
Centrex				
3	Translations per Centrex Customer - 5ESS	None	\$ 129.81	None
3	Translations per Centrex Customer - DMS100	None	\$ 105.09	None
3	Centrex Line Translations for all technologies per 5 stations	None	\$ 0.59	None
POTS				
3	POTS Translations per 5ESS office	None	\$ 24.72	None
3	POTS Translations per DMS100 office	None	\$ 132.27	None
3	POTS Line Translations for all technologies per line	None	\$ 0.29	None
DID				
3	Translations per 1st DID number - 5ESS	None	\$ 24.72	None
3	Translations per Addl. DID number - 5ESS	None	\$ 12.36	None
3	Translations per 1st DID number - DMS100	None	\$ 8.66	None
3	Translations per Addl. DID number - DMS100	None	\$ 4.95	None
SHARED COST FOR ALL AIN SERVICES				
3	AIN setup translations per office - 5ESS	None	\$ 43.27	None
3	AIN setup translations per office - DMS100	None	\$ 358.51	None

SOUTHWESTERN BELL TELEPHONE/
COMM SOUTH COMPANIES
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
Centrex				
3	Centrex AIN setup translations per office - DMS100	None	\$ 358.51	None
3	NONRECURRING COST - DISCONNECT			
3	CLEC order for Customized Routing per switch	None	\$ 6.53	None
Centrex				
3	Translations per Centrex Customer - 5ESS		\$ 43.27	None
3	Translations per Centrex Customer - DMS100	None	\$ 105.09	None
3	Centrex Line Translations for all technologies per 5 stations	None	\$ 0.59	None
POTS				
3	POTS Translations per 5ESS office	None	\$ 24.72	None
3	POTS Translations per DMS100 office	None	\$ 132.27	None
3	POTS Line Translations for all technologies per line	None	\$ 0.29	None
DID				
3	Translations per 1st DID number - 5ESS	None	\$ 12.36	None
3	Translations per Addl. DID number - 5ESS	None	\$ 12.36	None
3	Translations per 1st DID number - DMS100	None	\$ 8.66	None
3	Translations per Addl. DID number - DMS100	None	\$ 4.95	None
Ports				
1A	Analog Line Port Zone 1	\$ 1.74	\$ 1.27	\$ 1.27
1A	Analog Line Port Zone 2	\$ 1.97	\$ 1.27	\$ 1.27
1A	Analog Line Port Zone 3	\$ 2.47	\$ 1.27	\$ 1.27
1A	Analog Line Port Zone 4	\$ 2.25	\$ 1.27	\$ 1.27
1	BRI Line Port Zone 1	\$ 5.56	\$ 5.36	\$ 3.53
1	BRI Line Port Zone 2	\$ 5.56	\$ 5.36	\$ 3.53
1	BRI Line Port Zone 3	\$ 5.56	\$ 5.36	\$ 3.53
1	BRI Line Port Zone 4	\$ 5.56	\$ 5.36	\$ 3.53
1	PRI Trunk Port Zone 1	\$ 165.85	\$ 214.53	\$ 98.53
1	PRI Trunk Port Zone 2	\$ 165.85	\$ 214.53	\$ 98.53
1	PRI Trunk Port Zone 3	\$ 165.85	\$ 214.53	\$ 98.53
1	PRI Trunk Port Zone 4	\$ 165.85	\$ 214.53	\$ 98.53
1	Analog DID Trunk Port - Zone 1	\$ 13.55	\$ 50.04	\$ 50.04
1	Analog DID Trunk Port - Zone 2	\$ 14.45	\$ 52.10	\$ 52.10
1	Analog DID Trunk Port - Zone 3	\$ 10.60	\$ 50.04	\$ 50.04
1	Analog DID Trunk Port - Zone 4	\$ 15.12	\$ 50.04	\$ 50.04
1	DS1 Trunk Port Zone 1	\$ 132.14	\$ 121.79	\$ 24.76
1	DS1 Trunk Port Zone 2	\$ 126.71	\$ 121.83	\$ 24.83
1	DS1 Trunk Port Zone 3	\$ 58.04	\$ 120.35	\$ 22.86
1	DS1 Trunk Port Zone 4	\$ 140.35	\$ 123.74	\$ 27.36
Feature Activation per Analog Port Type				
2	Call Waiting	None	\$ 0.00	None
2	Call Forwarding Variable	None	\$ 0.00	None
2	Call Forwarding Busy Line	None	\$ 0.00	None
2	Call Forwarding Don't Answer	None	\$ 0.00	None
2	Three-Way Calling	None	\$ 0.00	None
2	Speed Calling 8	None	\$ 0.00	None
2	Speed Calling 30	None	\$ 0.00	None
2	Auto Callback/Auto Redial	None	\$ 0.00	None
2	Distinctive Ring/Priority Call	None	\$ 0.00	None
2	Selective Call Rejection/Call Blocker	None	\$ 0.00	None
2	Auto Recall/Call Return	None	\$ 0.00	None
2	Selective Call Forwarding	None	\$ 0.00	None
2	Calling # Delivery	None	\$ 0.00	None
2	CNAM Delivery	None	\$ 0.00	None
2	Calling Number/Name Blocking	None	\$ 0.00	None
2	Anonymous Call Rejection	None	\$ 0.00	None
Feature Activation per analog arrangement				
2	Personalized Ring	None	\$ 0.20	None
2	Hunting Arrangement	None	\$ 0.29	None
Feature Activation per successful occurrence				
2	Call Trace (per feature per port) - Connect	None	\$ 0.29	None
7	Call Trace (per feature per port) - Disconnect	None	\$ 0.29	None
2	Call Trace (per successful occurrence per port)	None	\$ 3.57	None
ISDN BRI Port Features				
2	CSV/CSD per B channel - Connect	None	\$ 0.59	None
7	CSV/CSD per B channel - Disconnect	None	\$ 0.59	None

SOUTHWESTERN BELL TELEPHONE/
COMM SOUTH COMPANIES
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
2	Basic EKTS per B channel - Connect	None	\$ 0.59	None
7	Basic EKTS per B channel - Disconnect	None	\$ 0.59	None
2	CACH EKTS per B channel - Connect	None	\$ 0.59	None
7	CACH EKTS per B channel - Disconnect	None	\$ 0.59	None
ISDN PRI Port Features				
2	Backup D Channel - Connect	None	\$ 34.21	None
7	Backup D Channel - Disconnect	None	\$ 32.41	None
2	CNAM Delivery - Connect	None	\$ 14.92	None
7	CNAM Delivery - Disconnect	None	\$ 14.92	None
2	Dynamic Channel Allocation - Connect	None	\$ 42.60	None
7	Dynamic Channel Allocation - Disconnect	None	\$ 30.74	None
Analog DID Trunk Port				
2	DID #s - Initial 100 #s	None	\$ 130.21	\$ 11.23
2	DID #s - Initial 10 #s	None	\$ 123.65	\$ 5.60
DS1 Digital Trunk Port DID				
2	DID #s - Initial 100 #s	None	\$ 130.21	\$ 11.23
2	DID #s - Initial 10 #s	None	\$ 123.65	\$ 5.60
Centrex-like System Charges				
2	System Establishment per serving office - Analog Only - Connect	None	\$ 450.88	None
7	System Establishment per serving office - Analog Only - Disconnect	None	\$ 117.13	None
2	System Establishment per serving office - Analog/ISDN BRI Mix - Connect	None	\$ 450.88	None
7	System Establishment per serving office - Analog/ISDN BRI Mix - Disconnect	None	\$ 117.13	None
2	System Establishment per serving office - ISDN BRI Only - Connect	None	\$ 450.88	None
7	System Establishment per serving office - ISDN BRI Only - Disconnect	None	\$ 117.13	None
2	System Subsqnt Conversion per serving office - Add Analog to existing ISDN BRI only system	None	None	None
2	System Subsqnt Conversion per serving office - Add ISDN to existing Analog only system	None	None	None
Analog Port Features				
2	Standard feature initialization per analog port	None	\$ 1.21	None
2	Auto Callback Calling/Business Group Callback	None	\$ 1.21	None
2	Call Forwarding Variable/ Business Group Call Forwarding Variable	None	\$ 1.21	None
2	Call Forwarding Busy Line	None	\$ 1.21	None
2	Call Forwarding Don't Answer	None	\$ 1.21	None
2	Call Hold	None	\$ 1.21	None
2	Call Pickup	None	\$ 1.21	None
2	Call Transfer - All Calls	None	\$ 1.21	None
2	Call Waiting - Intragroup/Business Call Forwarding Var.	None	\$ 1.21	None
2	Call Waiting - Orig.	None	\$ 1.21	None
2	Call Waiting - Term.	None	\$ 1.21	None
2	Class of Service Restr. - Fully	None	\$ 1.21	None
2	Class of Service Restr. - Semi	None	\$ 1.21	None
2	Class of Service Restr. - Toll	None	\$ 1.21	None
2	Consult. Hold	None	\$ 1.21	None
2	Dial Call Waiting	None	\$ 1.21	None
2	Directed Call Pickup - Non Barge in	None	\$ 1.21	None
2	Directed Call Pickup - With Barge in	None	\$ 1.21	None
2	Distinctive Ring and Call Waiting Tone	None	\$ 1.21	None
2	Hunting Arrgmt - Basic	None	\$ 3.54	None
2	Hunting Arrgmt - Circular	None	\$ 3.54	None
2	Speed Calling Personal	None	\$ 1.21	None
2	Three Way Calling	None	\$ 1.21	None
2	Voice/Data Protection	None	\$ 1.21	None
ISDN (BRI) Port Features				
2	CSV per B channel	None	\$ 0.59	None
2	CSD per B channel	None	\$ 0.59	None
2	Standard feature initialization per ISDN BRI port	None	\$ 1.21	None
2	Add'l Call Offering for CSV	None	\$ 1.21	None
2	Call Forwarding Busy Line	None	\$ 1.21	None
2	Call Forwarding Don't Answer	None	\$ 1.21	None
2	Call Forwarding Variable	None	\$ 1.21	None
2	Call Hold	None	\$ 1.21	None
2	Call Pickup	None	\$ 1.21	None

SOUTHWESTERN BELL TELEPHONE/
COMM SOUTH COMPANIES
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
2	Call Transfer - All Calls	None	\$ 1.21	None
2	Class of Service Restr. - Fully	None	\$ 1.21	None
2	Class of Service Restr. - Semi	None	\$ 1.21	None
2	Class of Service Restr. - Toll	None	\$ 1.21	None
2	Consult. Hold	None	\$ 1.21	None
2	Dial Call Waiting	None	\$ 1.21	None
2	Directed Call Pickup - Non Barge in	None	\$ 1.21	None
2	Directed Call Pickup - With Barge in	None	\$ 1.21	None
2	Distinctive Ringing	None	\$ 1.21	None
2	Hunting Arrgmt - Basic	None	\$ 3.54	None
2	Hunting Arrgmt - Circular	None	\$ 3.54	None
2	Speed Calling Personal	None	\$ 1.21	None
2	Three Way Calling	None	\$ 1.21	None
Tandem Switching				
1A	Per MOU per call	\$ 0.001231	None	None
Blended Transport				
1A	Zone1 Urban (STL, KS)	\$ 0.000535	None	None
1A	Zone2 Suburban	\$ 0.000641	None	None
1A	Zone3 Rural	\$ 0.000697	None	None
1A	Zone4 Urban Springfield	\$ 0.000507	None	None
1A	Interzone	\$ 0.000661	None	None
Common Transport				
1A	Termination MOU Zone 1	\$ 0.000155	None	None
1A	Termination MOU Zone 2	\$ 0.000232	None	None
1A	Termination MOU Zone 3	\$ 0.000246	None	None
1A	Termination MOU Zone 4	\$ 0.000132	None	None
1A	Termination MOU Interzone	\$ 0.000271	None	None
1A	Facility Mile MOU Zone 1	\$ 0.0000016	None	None
1A	Facility Mile MOU Zone 2	\$ 0.0000057	None	None
1A	Facility Mile MOU Zone 3	\$ 0.0000117	None	None
1A	Facility Mile MOU Zone 4	\$ 0.0000008	None	None
1A	Facility Mile MOU Interzone	\$ 0.0000030	None	None
Dedicated Transport				
DS1 Entrance Facilities				
2	Zone 1 - Install	\$ 70.25	\$ 260.39	\$ 126.65
7	Zone 1 - Disconnect		\$ 117.88	\$ 17.26
2	Zone 2 - Install	\$ 71.82	\$ 260.39	\$ 126.65
7	Zone 2 - Disconnect		\$ 117.88	\$ 17.26
2	Zone 3 - Install	\$ 75.24	\$ 260.39	\$ 126.65
7	Zone 3 - Disconnect		\$ 117.88	\$ 17.26
2	Zone 4 - Install	\$ 70.53	\$ 260.39	\$ 126.65
7	Zone 4 - Disconnect		\$ 117.88	\$ 17.26
DS3 Entrance Facilities				
2	Zone 1 - Install	\$ 163.16	\$ 255.44	\$ 91.98
7	Zone 1 - Disconnect		\$ 140.76	\$ 34.92
2	Zone 2 - Install	\$ 179.21	\$ 255.44	\$ 91.98
7	Zone 2 - Disconnect		\$ 140.76	\$ 34.92
2	Zone 3 - Install	\$ 261.14	\$ 255.44	\$ 91.98
7	Zone 3 - Disconnect		\$ 140.76	\$ 34.92
2	Zone 4 - Install	\$ 164.14	\$ 255.44	\$ 91.98
7	Zone 4 - Disconnect		\$ 140.76	\$ 34.92
OC3 Entrance Facilities				
3	Zone 1 - Install	\$ 390.14	\$ 286.83	\$ 113.91
7	Zone 1 - Disconnect		\$ 148.36	\$ 53.90
3	Zone 2 - Install	\$ 423.16	\$ 286.83	\$ 113.91
7	Zone 2 - Disconnect		\$ 148.36	\$ 53.90
3	Zone 3 - Install	\$ 495.04	\$ 286.83	\$ 113.91
7	Zone 3 - Disconnect		\$ 148.36	\$ 53.90
3	Zone 4 - Install	\$ 396.12	\$ 286.83	\$ 113.91
7	Zone 4 - Disconnect		\$ 148.36	\$ 53.90
OC12 Entrance Facilities				
3	Zone 1 - Install	\$ 1,257.22	\$ 286.83	\$ 113.91
7	Zone 1 - Disconnect		\$ 148.36	\$ 53.90
3	Zone 2 - Install	\$ 1,290.24	\$ 286.83	\$ 113.91
7	Zone 2 - Disconnect		\$ 148.36	\$ 53.90
3	Zone 3 - Install	\$ 1,362.11	\$ 286.83	\$ 113.91
7	Zone 3 - Disconnect		\$ 148.36	\$ 53.90

SOUTHWESTERN BELL TELEPHONE/
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MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
3	Zone 4 - Install	\$ 1,263.19	\$ 286.83	\$ 113.91
7	Zone 4 - Disconnect		\$ 148.36	\$ 53.90
Dedicated Transport - Interoffice Transport				
3	VG Interoffice Transport- Zone 1 - Urban First Mile - Install	\$ 6.61	\$ 8.86	\$ 2.97
7	VG Interoffice Transport- Zone 1 - Urban First Mile - Disconnect		\$ 2.66	\$ 0.91
3	VG Interoffice Transport- Zone 2 - Suburban First Mile - Install	\$ 7.44	\$ 8.86	\$ 2.97
7	VG Interoffice Transport- Zone 2 - Suburban First Mile - Disconnect		\$ 2.66	\$ 0.91
3	VG Interoffice Transport- Zone 3 - Rural First Mile - Install	\$ 7.39	\$ 8.86	\$ 2.97
7	VG Interoffice Transport- Zone 3 - Rural First Mile - Disconnect		\$ 2.66	\$ 0.91
3	VG Interoffice Transport- Zone 4 - Springfield First Mile - Install	\$ 6.50	\$ 8.86	\$ 2.97
7	VG Interoffice Transport- Zone 4 - Springfield First Mile - Disconnect		\$ 2.66	\$ 0.91
3	VG Interoffice Transport- Interzone First Mile - Install	\$ 7.22	\$ 8.86	\$ 2.97
7	VG Interoffice Transport- Interzone First Mile - Disconnect		\$ 2.66	\$ 0.91
3	VG Interoffice Transport- Zone 1 - Urban Add'l Mile	\$ 0.003396	None	None
3	VG Interoffice Transport- Zone 2 - Suburban Add'l Mile	\$ 0.078101	None	None
3	VG Interoffice Transport- Zone 3 - Rural Add'l Mile	\$ 0.157334	None	None
3	VG Interoffice Transport- Zone 4 - Springfield Add'l Mile	\$ 0.001132	None	None
3	VG Interoffice Transport - Interzone Add'l Mile	\$ 0.026034	None	None
1A	DS1 Transport I/O First mile - zone 1	\$ 46.85	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O First mile - zone 2	\$ 70.87	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O First mile - zone 3	\$ 71.61	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O First mile - zone 4	\$ 42.78	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O Additional mile - zone 1	\$ 0.51	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O Additional mile - zone 2	\$ 1.36	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O Additional mile - zone 3	\$ 1.60	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O Additional mile - zone 4	\$ 0.19	\$ 174.43	\$ 118.14
1A	DS1 Interzone First mile	\$ 81.61	\$ 174.43	\$ 118.14
1A	DS1 Interzone - Additional mile	\$ 0.97	\$ 174.43	\$ 118.14
1A	DS 3 Transport I/O First mile - zone 1	\$ 754.05	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O First mile - zone 2	\$ 1,486.67	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O First mile - zone 3	\$ 1,670.39	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O First mile - zone 4	\$ 643.14	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 1	\$ 12.75	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 2	\$ 46.01	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 3	\$ 78.54	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 4	\$ 16.16	\$ 170.28	\$ 130.07
1A	DS 3 Interzone - First mile	\$ 1,924.75	\$ 170.28	\$ 130.07
1A	DS 3 Interzone - Additional mile	\$ 21.08	\$ 170.28	\$ 130.07
3	OC3 Interoffice Transport- Zone 1 - Urban First Mile - Install	\$ 568.52	\$ 176.34	\$ 39.48
7	OC3 Interoffice Transport- Zone 1 - Urban First Mile - Disconnect		\$ 2.85	\$ 1.17
3	OC3 Interoffice Transport- Zone 2 - Suburban First Mile - Install	\$ 1,410.12	\$ 176.34	\$ 39.48
7	OC3 Interoffice Transport- Zone 2 - Suburban First Mile - Disconnect		\$ 2.85	\$ 1.17
3	OC3 Interoffice Transport- Zone 3 - Rural First Mile - Install	None	\$ 176.34	\$ 39.48
7	OC3 Interoffice Transport- Zone 3 - Rural First Mile - Disconnect		\$ 2.85	\$ 1.17
3	OC3 Interoffice Transport- Zone 4 - Springfield First Mile - Install	\$ 335.23	\$ 176.34	\$ 39.48
7	OC3 Interoffice Transport- Zone 4 - Springfield First Mile - Disconnect		\$ 2.85	\$ 1.17
3	OC3 Interoffice Transport- Interzone First Mile - Install	\$ 1,032.87	\$ 176.34	\$ 39.48
7	OC3 Interoffice Transport- Interzone First Mile - Disconnect		\$ 2.85	\$ 1.17
3	OC3 Interoffice Transport- Zone 1 - Urban Add'l Mile	\$ 5.61	None	None
3	OC3 Interoffice Transport- Zone 2 - Suburban Add'l Mile	\$ 88.37	None	None
3	OC3 Interoffice Transport- Zone 3 - Rural Add'l Mile	None	None	None
3	OC3 Interoffice Transport - Zone 4 - Springfield Add'l Mile	\$ 1.30	None	None
3	OC3 Interoffice Transport - Interzone Add'l Mile	\$ 19.34	None	None
3	OC12 Interoffice Transport- Zone 1 - Urban First Mile - Install	\$ 1,678.79	\$ 176.34	\$ 39.48
7	OC12 Interoffice Transport- Zone 1 - Urban First Mile - Disconnect		\$ 2.85	\$ 1.17
3	OC12 Interoffice Transport- Zone 2 - Suburban First Mile - Install	None	\$ 176.34	\$ 39.48
7	OC12 Interoffice Transport- Zone 2 - Suburban First Mile - Disconnect		\$ 2.85	\$ 1.17
3	OC12 Interoffice Transport- Zone 3 - Rural First Mile - Install	None	\$ 176.34	\$ 39.48
7	OC12 Interoffice Transport- Zone 3 - Rural First Mile - Disconnect		\$ 2.85	\$ 1.17
3	OC12 Interoffice Transport- Zone 4 - Springfield First Mile - Install	\$ 779.65	\$ 176.34	\$ 39.48
7	OC12 Interoffice Transport- Zone 4 - Springfield First Mile - Disconnect		\$ 2.85	\$ 1.17
3	OC12 Interoffice Transport- Interzone First Mile - Install	\$ 2,495.69	\$ 176.34	\$ 39.48
7	OC12 Interoffice Transport- Interzone First Mile - Disconnect		\$ 2.85	\$ 1.17
3	OC12 Interoffice Transport- Zone 1 - Urban Add'l Mile	\$ 18.52	None	None
3	OC12 Interoffice Transport- Zone 2 - Suburban Add'l Mile	None	None	None
3	OC12 Interoffice Transport- Zone 3 - Rural Add'l Mile	None	None	None
3	OC12 Interoffice Transport - Zone 4 - Springfield Add'l Mile	\$ 5.21	None	None

SOUTHWESTERN BELL TELEPHONE/
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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
3	OC12 Interoffice Transport - Interzone Add'l Mile	\$ 28.97	None	None
2	OC48 Interoffice Transport- Zone 1 - Urban First Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport- Zone 2 - Suburban First Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport- Zone 3 - Rural First Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport- Interzone First Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport- Zone 1 - Urban Add'l Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport- Zone 2 - Suburban Add'l Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport- Zone 3 - Rural Add'l Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport - Interzone Add'l Mile	ICB	ICB	ICB
Dedicated Transport Cross Connect				
3	Voice Grade 2 Wire - Install	\$ 1.60	\$ 86.30	\$ 68.11
7	Voice Grade 2 Wire - Disconnect		\$ 14.09	\$ 11.60
3	Voice Grade 4 Wire - Install	\$ 2.74	\$ 86.30	\$ 68.11
7	Voice Grade 4 Wire - Disconnect		\$ 14.09	\$ 11.60
2	DS1 with test equipment - Install	\$ 14.51	\$ 96.26	\$ 64.42
7	DS1 with test equipment - Disconnect		\$ 22.84	\$ 19.11
1	DS3	\$ 30.08	\$ 54.98	\$ 42.90
3	OC3 - Install	\$ 0.88	\$ 152.87	\$ 99.69
7	OC3 - Disconnect		\$ 35.19	\$ 31.47
3	OC12 - Install	\$ 0.88	\$ 152.87	\$ 99.69
7	OC12 - Disconnect		\$ 35.19	\$ 31.47
2	OC48 - Install	ICB	ICB	ICB
7	OC48 - Disconnect		ICB	ICB
Digital Cross-Connect System				
2	DS0 DCS Port - Install	\$ 7.63	\$ 19.42	\$ 18.78
7	DS0 DCS Port - Disconnect		\$ 6.83	\$ 6.21
2	DS1 DCS Port - Install	\$ 14.77	\$ 25.35	\$ 24.70
7	DS1 DCS Port - Disconnect		\$ 6.83	\$ 6.18
2	DS3 DCS Port - Install	\$ 128.04	\$ 25.35	\$ 24.70
7	DS3 DCS Port - Disconnect		\$ 6.83	\$ 6.18
2	DCS Establishment - Install	None	\$ 2,183.30	\$ 1,902.38
7	DCS Establishment - Disconnect		\$ 250.20	\$ 250.20
2	Database Modification - Install	None	\$ 111.16	\$ 111.16
7	Database Modification - Disconnect			
2	Reconfiguration Charge - Install	None	\$ 0.09	None
7	Reconfiguration Charge - Disconnect		None	None
Multiplexing				
2	Voice Grade to DS-1 - Install	\$ 168.23	\$ 85.64	\$ 68.12
2	Voice Grade to DS-1 - Disconnect		\$ 13.44	\$ 11.60
2	DS-1 to DS-3 - Install	\$ 413.62	\$ 200.86	\$ 155.77
2	DS-1 to DS-3 - Disconnect		\$ 44.33	\$ 31.98
7	OC-3 to 84 DS1 - Install	\$ 589.29	\$ 234.34	\$ 189.14
7	OC-3 to 84 DS1 - Disconnect		\$ 94.03	\$ 81.46
7	OC-3 to 3 DS3 - Install	\$ 400.47	\$ 168.29	\$ 87.07
7	OC-3 to 3 DS3 - Disconnect		\$ 59.65	\$ 47.08
7	OC-12 to 12 DS3 - Install	\$ 605.00	\$ 182.41	\$ 101.18
7	OC-12 to 12 DS3 - Disconnect		\$ 79.92	\$ 67.36
7	OC-12 to 4 OC3/OC3-c - Install	\$ 609.86	\$ 219.27	\$ 125.70
7	OC-12 to 4 OC3/OC3-c - Disconnect		\$ 68.08	\$ 55.51
SS7 Links - Cross Connect				
2	STP to Collo Cage - DS0 (Zones 1,2,3&4) - Install	\$ 78.47	\$ 158.18	\$ 150.45
7	STP to Collo Cage - DS0 (Zones 1,2,3&4) - Disconnect		\$ 16.16	\$ 11.64
2	STP to Collo Cage - DS1 (Zones 1,2,3 & 4) - Install	\$ 67.01	\$ 153.86	\$ 146.39
7	STP to Collo Cage - DS1 (Zones 1,2,3 & 4) - Disconnect		\$ 16.16	\$ 11.64
3	STP to SWBT TDF - DS0 - Install	\$ 78.47	\$ 158.18	\$ 150.45
7	STP to SWBT TDF - DS0 - Disconnect		\$ 16.16	\$ 11.64
3	STP to SWBT DSX Frame - DS1 - Install	\$ 67.01	\$ 153.86	\$ 146.39
7	STP to SWBT DSX Frame - DS1 - Disconnect		\$ 16.16	\$ 11.64
Unbundled Signaling				
3	STP Access Connection 1.544 Mbps - Fixed	\$ 22.21	None	None
3	STP Access Connection 1.544 Mbps - per mile	\$ 0.19	None	None
3	STP Access Link 56 Kbps per link	\$ 6.80	None	None
3	STP Access Link 56 Kbps per mile	\$ 0.01	None	None
1A	SS7 Transport per octet	\$ 0.000006	None	None
3A	SS7 Signaling Transport per call	\$ 0.00006	None	None

SOUTHWESTERN BELL TELEPHONE/
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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
1A	STP Port per port	\$ 391.70	217.14*	
3A	Point Code Addition per STP pair	None	\$ 12.57	\$ 12.57
3A	GTT Addition - Simple	None	\$ 1.01	\$ 1.01
3A	GTT Addition - Complex	None	ICB	ICB
Line Information Database - Validation and CNAM				
2	LIDB Validation Query	\$ 0.014207	None	None
2	CNAM Validation Query (LIDB, CNAM, OLNS)	\$ 0.000862	None	None
7	OLNS Validation Query	\$ 0.000914	None	None
2	Query Transport	\$ 0.000005	None	None
2	Service Order Charge		\$ 108.55	
Toll Free Database per Message/Query				
1	800 Query - Simple	\$ 0.0002540	None	None
1	Designated 10-Digit Translation	\$ -	None	None
1	Call Validation	\$ -	None	None
1	Call Handling and Destination (Toll-Free-800 Addition)	\$ 0.0000340	None	None
OSS				
6	System Access	\$3,345.00	None	None
6	Remote Facility per port - Direct Connection	\$1,580.00	None	None
6	Remote Facility per port - Dial-up Connection	\$316.00	None	None
Service Order Charges - Unbundled Elements				
Manual Service Order Type Charges - Unbundled Elements				
2	New Simple	None	\$ 12.56	None
2	New Complex	None	\$ 74.90	None
2	Change Simple	None	\$ 4.91	None
2	Change Complex	None	\$ 74.90	None
2	Record Simple	None	\$ 6.28	None
2	Record Complex	None	\$ 6.28	None
2	Disconnect Simple	None	\$ 5.32	None
2	Disconnect Complex	None	\$ 27.29	None
2	Suspend Simple	None	\$ 2.52	None
2	Suspend Complex	None	\$ 2.52	None
2	Restore Simple	None	\$ 2.52	None
2	Restore Complex	None	\$ 2.52	None
2	Expedited Simple	None	\$ 12.60	None
2	Expedited Complex	None	\$ 12.60	None
2	Due Date Change Simple	None	\$ 4.20	None
2	Due Date Change Complex	None	\$ 4.20	None
2	Cancellation Simple	None	\$ 4.20	None
2	Cancellation Complex	None	\$ 4.20	None
4	PIC Change Charge		\$ 5.83	\$ 1.52
Electronic - UNE Service Order Type Charges				
7	Electronic - UNE Service Order	None	\$ 2.92	None
7	Suspend Simple	None	\$ 0.12	None
7	Suspend Complex	None	\$ 0.12	None
7	Restore Simple	None	\$ 0.12	None
7	Restore Complex	None	\$ 0.12	None
7	Expedited Simple	None	\$ 6.43	None
7	Expedited Complex	None	\$ 6.43	None
7	Due Date Change Simple	None	\$ 2.14	None
7	Due Date Change Complex	None	\$ 2.14	None
7	Cancellation Simple	None	\$ 2.14	None
7	Cancellation Complex	None	\$ 2.14	None
UNE-P Migration Service Order And Provising Cost				
7	Manual UNE-P POTS Migration, per LSR	None	\$ 38.12	None
7	Manual UNE-P Non-POTS Migration, per LSR	None	\$ 180.48	None
7	Electronic UNE-P Migration (POTS), per LSR	None	\$ 1.05	None
7	Electronic UNE-P Migration (Non-POTS), per LSR	None	\$ 160.28	None
1	Mechanized UNE Service Order Charge	None	\$ 5.00	None
Maintenance of Service Charges				
4	Basic Time - per half hour	None	\$ 30.93	\$ 21.32
4	Overtime - per half hour	None	\$ 36.35	\$ 26.73
4	Premium Time - per half hour	None	\$ 41.77	\$ 32.15

SOUTHWESTERN BELL TELEPHONE/
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MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
Time and Materials Charges				
4	Basic Time - per half hour	None	\$ 30.93	\$ 21.32
4	Overtime - per half hour	None	\$ 36.35	\$ 26.73
4	Premium Time - per half hour	None	\$ 41.77	\$ 32.15
Nonproductive Dispatch Charges				
4	Basic Time - per half hour	None	\$ 30.93	\$ 21.32
4	Overtime - per half hour	None	\$ 36.35	\$ 26.73
4	Premium Time - per half hour	None	\$ 41.77	\$ 32.15
Miscellaneous				
2	Performance Data	ICB	ICB	ICB
2	Special Request Processing	ICB	ICB	ICB
Dark Fiber - Interoffice				
1	Zone 1 per fiber per foot per month	\$ 0.002085	None	None
1	Zone 2 per fiber per foot per month	\$ 0.003156	None	None
1	Zone 3 per fiber per foot per month	\$ 0.004752	None	None
1	Zone 4 per fiber per foot per month	\$ 0.002085	None	None
1	Dark Fiber Termination	\$ 4.50	\$ 42.52	\$ 28.41
3	Dark fiber to Collo Cross-Connect (Loop/Subloop) - Install	\$ 0.88	\$ 39.36	None
7	Dark fiber to Collo Cross-Connect (Loop/Subloop) - Disconnect		\$ 31.55	None
BCR				
4	Per local message	\$ 0.08	None	None
4	Per interstate local message	\$ 0.050	None	None
Clearinghouse				
4	Per originating message	\$ 0.02	None	None
4	Per end user message billed	\$ 0.05	None	None
Recording				
4	Recording/Access Usage Record	\$0.00	None	None
4	Assembly and Editing per Message	\$0.00	None	None
4	Rating per Message	\$0.00	None	None
4	Message Processing per Message	\$0.00	None	None
4	Provision of Message Detail per record	\$0.00	None	None
4	Source Info Provided per record furnished - meet point billing applicable	\$0.00	None	None
4	Source Info Provided per record furnished - meet point billing not applicable	\$0.00	None	None
Hosting				
4	Full Status RAO Company - Hosting Company Network per billable mssg	\$ 0.0020	None	None
4	Full Status RAO Company - Nat'l CMDS Network per billable mssg	\$ 0.0050	None	None
4	Non-Full Status RAO Company - Hosting Company Network per billable mssg	\$ 0.0100	None	None
4	Non-Full Status RAO Company - Nat'l CMDS Network per billable mssg	\$ 0.0070	None	None
4	Non-Full Status RAO Company - Delivery per record charge per billable mssg.	\$ 0.0030	None	None
E911				
4	Feature per 1000 lines - ANI to SWBT PSAP	\$ 10.00	\$ 80.00	None
4	Feature per 1000 lines - ANI to Non-SWBT PSAP	\$ 10.00	\$ 80.00	None
4	Feature per 1000 lines - ANI and Selective Routing to SWBT PSAP	\$ 51.60	\$ 85.00	None
4	Feature per 1000 lines - ANI and Selective Routing to Non-SWBT PSAP	\$ 51.60	\$ 85.00	None
4	Feature per 1000 lines - ANI and ALI to SWBT PSAP	\$ 83.60	\$ 85.00	None
4	Feature per 1000 lines - ANI and ALI to Non-SWBT PSAP	\$ 83.60	\$ 85.00	None
4	Feature per 1000 lines - ANI, SR and ALI to SWBT PSAP	\$ 83.60	\$ 85.00	None
4	Feature per 1000 lines - ANI, SR and ALI to Non-SWBT PSAP	\$ 83.60	\$ 85.00	None
4	Trunk Charge per channel	\$ 58.00	\$ 170.00	None
Intercompany Termination Compensation for Local Traffic Tandem				
1A	Switching per MOU	\$ 0.001231	None	None
Common Transport				
1A	Termination MOU Zone 1	\$ 0.000155	None	None
1A	Termination MOU Zone 2	\$ 0.000232	None	None
1A	Termination MOU Zone 3	\$ 0.000246	None	None

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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
1A	Termination MOU Zone 4	\$ 0.000132	None	None
1A	Termination MOU Interzone	\$ 0.000271	None	None
1A	Facility Mile MOU Zone 1	\$ 0.0000016	None	None
1A	Facility Mile MOU Zone 2	\$ 0.0000057	None	None
1A	Facility Mile MOU Zone 3	\$ 0.0000117	None	None
1A	Facility Mile MOU Zone 4	\$ 0.0000008	None	None
1A	Facility Mile MOU Interzone	\$ 0.0000030	None	None
Local Switching				
1A	Zone 1 Urban (STL, KS)	\$ 0.001620	none	none
1A	Zone 2 Suburban	\$ 0.001949	none	none
1A	Zone 3 Rural	\$ 0.002807	none	none
1A	Zone 4 Urban Springfield	\$ 0.002391	none	none
Transit Compensation				
1	Transit Rate Zone 1	\$ 0.001714	None	None
1	Transit Rate Zone 2	\$ 0.001844	None	None
1	Transit Rate Zone 3	\$ 0.001917	None	None
1	Transit Rate Zone 4	\$ 0.001679	None	None
1	Transit Rater Interzone	\$ 0.001863		
CMRS Transit Compensation				
1	Transit Rate Zone 1	\$ 0.001714	None	None
1	Transit Rate Zone 2	\$ 0.001844	None	None
1	Transit Rate Zone 3	\$ 0.001917	None	None
1	Transit Rate Zone 4	\$ 0.001679	None	None
1	Transit Rater Interzone	\$ 0.001863	None	None
Poles, Ducts, and Conduit				
1	Pole Attachment per pole per year	\$ 2.35	None	None
1	Conduit Space, per duct foot per year	\$ 0.40	None	None
1	Inner Duct, per duct foot per year	\$ 0.205	None	None
INP Remote				
1	Per line	None	None	None
1	Add'l Path	None	None	None
INP Direct				
1	Number	None	None	None
1	Trunk Termination	None	None	None
1	D4 Channel Bank	None	None	None
1	DID Nonrecurring per #	None	None	None
1	DID Nonrecurring Transport per MOU	None	None	None
Conversion Order Charges for Resold Services				
1	Mechanized Simple	None	\$ 5.00	None
1	Mechanized Complex	None	\$ 5.00	None
1	Simple Manual	None	\$ 5.00	None
1	Complex Manual	None	\$ 5.00	None
2	NXX Migration per NXX	None	\$ 10,934.02	None
4	Local Disconnect Report	\$ 0.003	None	None
Central Office Access Charge				
5	Residential	None	\$ 16.35	None
5	Business	None	\$ 21.30	None
<p>* Includes NRC for STP port termination, signaling point code and global title translation</p> <p>1. Permanent TELRIC Based rates from final Missouri Commission order in TO-97-40</p> <p>1A. Permanent TELRIC based rates from Final Missouri Commission order in TO-97-40, Less Voluntary reductions</p> <p>1B. Permanent TELRIC based rates from Final Missouri Commission order in TO-97-40 as ordered by the Missouri Commission in TO-2001-438</p> <p>2. Established by the Missouri Commission in TO-2001-438 to replace interim rates from TO-98-115</p> <p>3. Established by the Missouri Commission in TO-2001-438 to replace interim rates from Texas</p> <p>3A. Rate from Texas</p> <p>4. Missouri Commission adopted rate in TO-99-227 based on Missouri Tariff rates and or taken from SWBT/CLEC Missouri Interconnection Agreements filed with and approved by the Missouri Commission</p> <p>5. Missouri Commission adopted rate in TO-99-227 (Texas tariff based rate)</p> <p>6. Rates are zero until October 7th, 2002</p> <p>7. New rate as ordered in TO-2001-438</p>				

ATTACHMENT 25: xDSL

1.0 Introduction

- 1.1 SWBT agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.
- 1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

2.0 Definitions

- 9.3 For purposes of this Attachment, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.¹
- 9.4 For purposes of this Attachment, a "subloop" is defined as any portion of the loop from SWBT's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SWBT's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire within.² The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's UNE Remand Order. Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.
- 9.5 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and

¹ See 47 C.F.R. §51.319 (a) (1)

² See 47 C.F.R. §51.319 (a) (2).

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

- 2.4 A "DSL-Capable Loop" is a loop that supports the transmission of DSL technologies.
- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.

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

- 3.1 SWBT is not in any way permitted to limit xDSL capable loops to the provision of ADSL.
- 3.2 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLECs services or technologies to a level at or below those provided by SWBT.
- 3.3 SWBT will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.
- 3.4 SWBT shall not deny a CLEC's request to deploy any loop technology that is presumed acceptable for deployment, or one that is addressed in Section 4.5 of this Attachment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SWBT will provide CLEC with notice prior to seeking relief from the Commission under this Section.
 - 3.4.1 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SWBT and the Commission before or at the time of their request to deploy that technology in Missouri. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the

deployment did not significantly degrade the performance of other services. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below.

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

3.6 Liability

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

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

3.7 Indemnification

- 3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

- 3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnatee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnatee's facilities and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.7.3 Indemnatee agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnatee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnatee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.
- 3.7.4 Indemnatee agrees that Indemnifying Party will have no indemnity obligation, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnatee liability.
- 3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on gross negligence or intentional misconduct.

4.0 Unbundled xDSL-Capable Loop Offerings

4.1 DSL-Capable Loops

- 4.1.1 **2-Wire xDSL Loop:** A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic

electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.

- 4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.³ The rates for the 2-Wire Digital Loop are set forth in Section 11.1 below.
- 4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridge tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.
- 4.1.4 Intentionally Left Blank
- 4.1.5 Sub-Loop: In locations where SWBT has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade plain old telephone service (POTS) circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SWBT will make the following options available to CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that SWBT make copper facilities available (subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital Subscriber Line Access Multiplexer ("DSLAM") in SWBT's RT at the

³ Definition from the M2A appendix UNE, Section 4.2.3.

fiber/copper interface point. When CLEC collocates its DSLAM at SWBT's RT, SWBT will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop. The xDSL subloops (consistent with Section 2.2 above) are defined as outlined in Sections 4.1.1 through 4.1.4 above, but only include the F2/distribution portion of the loop. Where CLEC is unable to install a DSLAM at the RT or obtain spare copper loops necessary to provision an xDSL service, and SWBT has placed a DSLAM in the RT, SWBT must unbundle and provide access to its DSLAM. SWBT is relieved of this requirement to unbundle its DSLAM only if it permits CLEC to collocate its DSLAMs in the RT on the same terms and conditions that apply to its own DSLAM. The unbundling requirement with respect to DSLAMS would attach to such equipment transferred to SWBT's advanced services affiliate. Sub loop pricing may be found in Section 11.1 below.

- 4.2 SWBT shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC.
- 4.3 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLEC's services or technologies to a level at or below those provided by SWBT. CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC should at the time of ordering notify SWBT as to the type of Power Spectral Density (PSD) mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SWBT. Likewise, SWBT should disclose upon request to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SWBT will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SWBT with a technical description of the technology (including power mask) for the inventory purposes. SWBT will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of SWBT's retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 9.1 below.
- 4.4 In the event that SWBT rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SWBT will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and

- type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SWBT will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.
- 4.5 From the approval of this Agreement by the Missouri PSC until October 13, 2000 ("the Trial Period"), a CLEC may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Missouri on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without significant degradation for 12 months or until national standards have been established, whichever occurs first.
- 4.5.1 CLEC's deployment of non-standard xDSL technologies during the Trial Period by itself shall not be deemed a successful deployment of the technology under the FCC's Order issued on March 31, 1999 in CC Docket No. 98-147, FCC 99-48.
- 4.5.2 If a loop technology is deployed without significant degradation for 12 months, or if national standards for the technology are established, whichever occurs first, the parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.
- 4.6 Following expiration of the Trial Period, SWBT will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.6.1 Upon request by CLEC, SWBT will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
- 4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SWBT will provide a loop to support the new technology for CLEC as follows:

- 4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then SWBT will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed. SWBT's ordering procedures will remain the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.
- 4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Sections 4.5 and 4.6 above for which applicable national standards have not been adopted.
- 4.8 If SWBT or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SWBT or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SWBT or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.
- 4.9 SWBT shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SWBT may make and apply to CLEC, changes to Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.⁴
- 4.10 SWBT shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL that would adversely affect wholesale xDSL services or xDSL providers.

⁴ PSC order in Docket TO-2000-322.

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

- 5.1 General: SWBT will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. This includes the manual, computerized, and automated systems, together with associated business processes and the up-to-date data maintained in those systems. CLEC will be given nondiscriminatory access to the same OSS functions that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate. This includes any operations support systems utilized by SWBT's service representatives and/or SWBT's internal engineers and/or by SWBT's advanced services affiliate to provision its own retail xDSL service.
- 5.2 Subject to Sections 5.3 and 5.4 below, SWBT must provide actual, real-time loop makeup information to CLEC rather than a prequalification or loop qualification process.
- 5.3 Loop Pre-Qualification: Until such a real-time system is implemented however, SWBT's pre-qualification system will provide a response to CLEC queries within four hours for those central offices that have been inventoried. If a CLEC chooses to employ SWBT's manual pre-qualification system in a central office that has not been inventoried, the interval for receiving the response should be no longer than 10 business days. Until replaced with actual, real-time loop makeup information as required by the Commission and the UNE Remand Order, SWBT will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based or other advanced services in specific SWBT wire centers in which the CLEC has collocated or has ordered collocation and has advised SWBT of its intent to order xDSL-capable loops. The loop length indicator is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC.
- 5.4 Loop Qualification: SWBT will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as SWBT's retail operations or its advanced service subsidiary, to have real-time electronic access as a preordering function to the loop makeup information described in Section 5.3. If a CLEC elects to have SWBT provide actual loop makeup information through a manual process, then the interval will be 3-5 business days or the interval provided to SWBT's retail ADSL personnel, whichever is less. At the time an electronically interfaced loop makeup system is implemented, the objective interval for obtaining loop make-up information should become a part of the body of OSS performance measures.

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

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

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

6.0 **Provisioning**

- 6.1 CLEC shall designate, at the CLEC's sole option, what loop conditioning SWBT is to perform in provisioning the xDSL loop or subloop on the loop order. Conditioning may be ordered on loop(s) or subloop(s) of any length at the Loop conditioning rates set forth in Section 11.4. The loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.
- 6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by

the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

- 6.3 Subsequent to the initial order for a xDSL capable loop or subloop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a xDSL-capable loop, no service order charges shall be assessed, but the due date may be adjusted as necessary as agreed to by the parties. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Section 11.3.
- 6.5 SWBT shall keep CLEC deployment information confidential from SWBT's retail operations, any SWBT affiliate, or any other CLEC.

7.0 Acceptance Testing

- 7.1 SWBT and CLEC agree to implement Cooperative Acceptance Testing for xDSL loop delivery.
- 7.2 Should CLEC desire Cooperative Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Cooperative Acceptance Testing will be conducted at the time of installation of the service request.
- 7.3 Acceptance Testing Procedure:
- 7.3.1 Upon delivery or repair of a loop to/for CLEC, SWBT's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free CLEC number to initiate performance of a series of cooperative tests.
- 7.3.1.1 Except for ISDN loops that are provisioned through repeaters or digital loop carriers, the test requires the SWBT field technician to provide a solid short across the tip and ring of the circuit and then open circuit the loop.
- 7.3.1.2 For ISDN (very low band symmetric) loops that are provisioned through repeaters or digital loop carriers, the SWBT field technician will not perform a short or open circuit.

- 7.3.2 If the loop passes Cooperative Acceptance Test for loop continuity test parameters defined by this Agreement for xDSL loops, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. CLEC will be billed for the Cooperative Acceptance Test as specified below under Acceptance Testing Billing.
- 7.3.3 If the Cooperative Acceptance Test fails loop continuity test parameters defined by this Agreement for xDSL loops, the LOC technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work at such office. If the problem cannot be quickly resolved, SWBT will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SWBT will contact CLEC to repeat the Cooperative Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. SWBT will not complete an order that fails Acceptance Testing.
- 7.3.4 Since CLEC's test equipment cannot send signals through repeaters or digital loop carriers, CLEC will accept ISDN loops without testing the complete circuit. Consequently, SWBT agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of SWBT), SWBT will adjust CLEC's bill and refund the recurring charge of such a loop until SWBT has resolved the problem and closed the trouble ticket.
- 7.3.5 SWBT will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the LOC on hold for over ten (10) minutes. In that case, SWBT may close the order utilizing existing procedures. If no trouble ticket is opened on that loop within 24 hours, SWBT may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section B below. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from SWBT error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SWBT will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by SWBT to not meet loop continuity test parameters defined herein, SWBT will not charge for acceptance testing done on the repair call.
- 7.3.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be SWBT's error, then the loop will not be counted as a successful completion for the purposes of the calculations discussed in Section B.1 below.
- 7.3.7 Both Parties will work together to implement Cooperative Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to

additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SWBT to expend additional time and expense.

7.4 Acceptance Testing Billing

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

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

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

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

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

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

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

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

7.4.3 Repairs

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

8.0 Service Quality and Maintenance

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

8.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where CLEC has requested that no conditioning be performed, SWBT's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SWBT will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

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

9.0 Spectrum Management

9.1 CLEC will advise SWBT of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. The CLEC, at its option and without further disclosure to

SWBT, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SWBT as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SWBT as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

- 9.2 SWBT shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SWBT may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. SWBT may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SWBT will release loop binder groups, pair ranges or pair complements that may have already been marked, identified or designated as "ADSL and POTS only," and will remove any such mark, identification or designation that may already have been made in SWBT's electronic or paper-based OSS or records, including LFACS. SWBT will remove any restrictions, and will not impose future restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SWBT will not deny requests for loops based on spectrum management issues.
- 9.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SWBT and CLECs shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. SWBT will assign the local loop consistent with the agreed-to spectrum management standards.
- 9.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SWBT and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for

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

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

10.0 Collocation

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

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

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

	<u>Recurring</u>	<u>Nonrecurring</u>	
		Initial	Additional
<u>2-Wire xDSL Loop</u>			
Zone 1	\$ 12.71	\$ 19.55	\$ 8.32
Zone 2	\$ 18.64	\$ 19.55	\$ 8.32
Zone 3	\$ 19.74	\$ 19.55	\$ 8.32
Zone 4	\$ 16.41	\$ 19.55	\$ 8.32

2-Wire Digital Loop

(e.g., ISDN/IDSL)

Zone 1	\$ 25.79	\$ 43.33	\$ 22.67
Zone 2	\$ 37.89	\$ 43.33	\$ 22.67
Zone 3	\$ 52.60	\$ 43.33	\$ 22.67
Zone 4	\$ 37.30	\$ 43.33	\$ 22.67

4-Wire xDSL Loop

Zone 1	\$ 17.81	\$ 21.58	\$ 8.32
Zone 2	\$ 31.82	\$ 21.58	\$ 8.32
Zone 3	\$ 55.04	\$ 21.58	\$ 8.32
Zone 4	\$ 27.07	\$ 21.58	\$ 8.32

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

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

⁵ Pursuant to the Missouri Arbitration Order Case No. TO-2000-322, this price will change to \$0.00 on August 1, 2000.

⁶ Effective August 1, 2000, manual loop make-up information will be priced at the rate of \$84.15.

11.3 SWBT's rates for Cross Connects.

xDSL Cross Connect Charge – Standard – Non-Shielded:

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

xDSL Cross Connect Charge – Shielded:

2-wire xDSL	\$ 0.80	\$ 19.96	\$ 12.69
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Note: There is no requirement that a CLEC order shielded cross-connects. Shielded cross-connects are only available for 2-wire xDSL loops used to provision PSD #5.

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

11.4 SWBT's rate for Loop Conditioning.

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

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

⁷ The rates are pursuant to the Missouri Public Service Commission's Order in Case No. TO-2001-439.

⁸ Id.

xDSL capable loops and (b) remove repeaters located within 17,500 feet of the serving central office at the per occurrence rate set forth below.

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

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

	<u>Nonrecurring</u>	
	Initial	Additional ⁹
Removal of Repeater (per occurrence)	\$221.90	\$221.90
Removal of Excessive Bridged Tap(per occurrence)	\$221.90	\$221.90
Removal of Load Coil (per occurrence)	\$325.83	\$325.83

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

- 11.5 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those unbundled elements and other service offerings ordered, established, utilized, discontinued or performed pursuant to this Attachment.
- 11.6 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Attachment within thirty

⁹ must be at same location and performed at the same time

(30) days of receipt of an invoice. Except as otherwise specifically provided in this Agreement, interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.

INTERIM APPENDIX HFPL
High Frequency Portion of the Loop

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INTERIM APPENDIX HFPL
High Frequency Portion of the Loop

1. INTRODUCTION

The rates, terms and conditions in this optional appendix are interim and will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions in Case No. TO-2001-440 or another appropriate case established by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Sharing. Upon the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions, those permanent rates, terms and conditions will replace the interim rates, terms and conditions contained in this optional appendix.

- 1.1 This Interim Appendix sets forth terms and conditions for providing the High Frequency Portion of the Loop (HFPL) by the applicable Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). In order to take advantage of this interim offer, the CLEC must currently have an effective Interconnection Agreement or Interim Interconnection Agreement in that state with appropriate rates, terms, and conditions for ordering the xDSL loops.
- 1.2 The interim prices at which ILEC agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated. The rates for loop conditioning will be governed by existing interconnection agreements.
- 1.3 ILEC agrees to provide CLEC with access to UNEs (including HFPL offerings) in accordance with the rates, terms and conditions set forth in this Interim Appendix HFPL and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.
- 1.4 The Parties acknowledge and agree that they are entering into the terms of this Interim Appendix in order to allow CLECs to promptly begin offering services using HFPL in Missouri.
- 1.5 The Parties further acknowledge and agree that the term of the underlying Agreement shall not apply to this Interim Appendix HFPL. Rather, the rates, terms, and conditions set forth in this Interim Appendix shall be effective upon signing. The rates, terms, and conditions are subject to, and shall be replaced by, the terms of the final Interconnection Appendix(s) negotiated and/or arbitrated by the Parties in each state under Sections 251/252 of the Act upon approval by each state commission of the final, negotiated Interconnection Appendix(s) between the Parties or upon issuance of a final order in any arbitration proceeding (subject to any appeals and associated judicial review. In the event that this Interim Appendix HFPL is in

place at the time of issuance of the final Order in the arbitration proceeding, the Parties shall meet within thirty (30) days following issuance of a final Order(s) by the state commission(s) in such arbitration proceeding(s) and expend diligent efforts to arrive at an agreement on terms and conditions which comply with the final Order(s). The rates, terms and conditions of this Interim Appendix are not available in any state where the regulatory commission already has established the rates, terms and conditions for the provision of the HFPL to any CLEC through arbitration or other proceeding.

- 1.6 The results of the arbitration shall be effective the date the state commission(s) order(s) becomes final, unless the order(s) is stayed pending appeal.
- 1.7 The Parties acknowledge and agree that relevant Commission-approved performance measures and/or penalties shall apply under the terms of this Interim Appendix. Nothing in this Interim Appendix shall constitute a waiver by either Party of any positions it may have taken or will take in the Section 251/252 negotiations and subsequent arbitration proceeding(s), if any, or any other regulatory or judicial proceeding.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from ILEC's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in ILEC's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.
- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL

(Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

- 2.4 “High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. ILEC shall only make the HFPL available to CLEC in those instances where ILEC also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is “presumed acceptable for deployment” is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.6 A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 A “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.8 “Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO THE HIGH FREQUENCY PORTION OF THE LOOP

- 3.1 ILEC will provide a HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined by state or federal regulatory agencies, including but not limited to FCC rules. For the purposes of this interim agreement, ADSL, RADSL, and G.Lite, are presumed acceptable. ILEC will not impose limitations on the transmission speeds of xDSL services;

provided, however, ILEC does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL that do not interfere with analog voice band transmission.

- 3.2 ILEC shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless ILEC has demonstrated to the state commission in accordance with FCC orders that CLEC's deployment of the specific technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.3 In the event the CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, the CLEC will provide documentation describing that action to ILEC and the state commission before or at the time of its request to deploy such technology within ILEC.
- 3.4 In the event the CLEC wishes to introduce a technology on the HFPL that is not presumed acceptable for deployment pursuant to federal or state rules, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 3.5 Liability
- 3.5.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or ILEC, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on ILEC facilities, the Party ("Indemnifying Party") will pay all direct costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.
- 3.5.2 Where CLEC or ILEC claims that a deployed service is significantly degrading the performance of its advanced service or traditional voiceband services, that carrier must notify the deploying carrier and allow the deploying carrier a reasonable opportunity to correct the problem. Where the carrier whose services are being degraded does not know the precise cause of the degradation, it must notify each carrier that may have caused or contributed to the degradation.
- (a) Where the degradation asserted remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the relevant state

commission that a particular technology deployment is causing the significant degradation.

(b) Any claims of network harm presented to the deploying carrier(s) or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information.

(c) Where a carrier demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services before the relevant state commission, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

(d) Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under this Appendix, the degraded service shall not prevail against the newly-deployed technology.

3.6 Indemnification: Indemnification for this Appendix shall be governed by the indemnification provisions in this Interconnection Agreement.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

- 4.1 The CLEC has the option of collocating a DSLAM in ILEC's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at ILEC RTs, ILEC will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.
- 4.2 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and ILEC has placed a DSLAM in the RT, ILEC must unbundle and provide access to its packet switching. ILEC is relieved of this unbundling obligation if it permits a requesting carrier to collocate its DSLAM in ILEC's remote terminal, on the same terms and conditions that apply to its own DSLAM and there is room in the RT for CLEC to collocate its DSLAM. The rates set forth in the Interconnection Agreement shall apply to this subloop.
- 4.2.1 When ILEC is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in CLEC's underlying Interconnection Agreement. The CLEC will provide ILEC with the type of technology it seeks to deploy, at the time of ordering, including the PSD

of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide ILEC with a technical description of the technology (including power mask) for inventory purposes. ILEC shall use PSD mask information solely for inventory purposes.

- 4.2.2 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.
- 4.3 When ILEC traditional retail POTS services are disconnected ILEC will notify the CLEC that the POTS is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. ILEC will not take any action until 3 business days after providing the notice to CLEC. All appropriate recurring and nonrecurring charges for the reconfiguration/disconnect shall apply. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.
- 4.4 ILEC shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.5 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where ILEC is not the retail POTS provider.
- 4.6 ILEC shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. ILEC shall be under no obligation to provide HFPL where ILEC is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request. CLEC shall pay ILEC a nonrecurring charge for each xDSL capable HFPL and for any conditioning performed at its request, pursuant to Section 7.1.
- 4.7 For each HFPL, CLEC shall at the time of ordering, notify ILEC as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify ILEC. Likewise, ILEC will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops ILEC will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the

HFPL only), CLEC shall provide ILEC with a technical description of the technology (including power mask) for inventory purposes.

- 4.8 In the event that ILEC determines there are excessive disturbers, ILEC will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.
- 4.9 ILEC will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.10 ILEC shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, ILEC may publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

- 5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with ILEC's standard collocation practices and procedure. When virtually collocated, ILEC will install, provision and maintain splitters under the terms of virtual collocation.
- 5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, ILEC agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein, at a minimum for the length of time this interim appendix is effective. ILEC will determine where such ILEC-owned splitters will be located in each central office. ILEC owned splitters will be placed in a common area accessible to CLECs if space is available, or may be placed in proximity to the MDF. When placed in common areas accessible to

CLECs, CLECs will have test access at the line side of the splitter. Any service-intrusive test performed by either party shall be coordinated with both the customer as well as the other party. Upon CLEC's request, ILEC will perform testing and repair at the ILEC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by ILEC, CLEC shall pay ILEC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 ILEC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide ILEC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, ILEC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the ILEC central office. For requests for ILEC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLEC's collocation application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecast Penalties: No forecast penalties will be levied pursuant to this interim agreement. ILEC will manage the capacity of the splitter and all facilities related to provision of HFSL in a reasonable and nondiscriminatory manner.

- 5.1.2.2 Splitter provisioning will use standard ILEC configuration cabling and wiring in ILEC locations. Connecting Block layouts will reflect standard recognizable arrangements and be wired out in contiguous 100 pair complements, and numbered 1-96. All arrangements must be consistent with ILEC's Operational Support Systems ("OSS"). ILEC will consider use of other CLEC-recommended splitters as new splitter technologies are introduced.
- 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.1.2.4 All ILEC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.
- 5.1.2.5 From time to time, ILEC may need to replace or repair ILEC-owned splitters or splitter cards, which necessitate a brief interruption of service. In the event that service interruption is anticipated by ILEC, ILEC shall notify CLEC.
- 5.1.2.6 ILEC retains the sole right to select ILEC-owned splitter equipment and installation vendors.

5.2 When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, ILEC will install the splitter in a ILEC bay and ILEC will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard ILEC configuration cabling and wiring in ILEC locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with ILEC Operations Support Systems ("OSS").

- 5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING¹

- 6.1 General: ILEC will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in ILEC's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that ILEC is providing any other CLEC and/or ILEC's retail operations or its advanced services affiliate.
- 6.2 Loop Pre-Qualification: Subject to 6.1 above, ILEC's interim pre-qual will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, ILEC will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 6.3 Loop Qualification: Subject to 6.1 above, ILEC will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as ILEC's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
 - 6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in ILEC's Plan of Record when such information is contained in ILECs electronic databases. CLEC will be

¹ These terms and conditions are unique to SWBT. Parties to Interconnection Agreements with GTE shall use the applicable Interconnection Agreement language or other mutually agreed upon language for OSS systems.

billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth in Appendix 25:xDSL.

- 6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix 25:xDSL.
- 6.3.3 Detailed manual loop qualification includes all fields as described in ILEC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix 25:xDSL.
- 6.4 All three categories of loop qualification are subject to the following:
 - 6.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop, ILEC will, upon CLEC request, perform , conditioning to remove these interferors and the CLEC will be charged as outlined in Attachment 25: xDSL.
 - 6.4.2 If a CLEC elects to have ILEC provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to ILEC's affiliate, whichever is less.
 - 6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that ILEC perform conditioning at charges set forth in Appendix 25: xDSL. The CLEC may order the loop without conditioning or with partial conditioning if desired.
 - 6.4.4 For HFPL, if CLEC's requested conditioning violates Carrier Serving Area (CSA) or Serving Area Concept (SAC) design standards, ILEC is not required to condition the loop. If ILEC and or its affiliate contends that conditioning or deconditioning a loop will interfere with the voice grade service on the loop, then ILEC: (a) if CLEC disputes ILEC's contention, then, ILEC has the burden of establishing its position before the Missouri Public Service Commission, (b) may not provide xDSL services across the loop in question; and (c) at the request of the CLEC will, whenever possible, transfer the end-user's voice service to a loop that is capable of

supporting the CLEC's xDSL technology across the high frequency network element.

7. PROVISIONING

- 7.1 Provisioning: ILEC will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will assure guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by ILEC beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates or as stated in the Interconnection Agreement. On loops where CLECs have requested that no conditioning be performed, ILEC's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, ILEC will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. Upon CLEC request, ILEC will remove load coils, repeaters, and excessive bridged tap and the CLEC will be charged as outlined in Attachment 25: xDSL.
- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning ILEC is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Interconnection Agreement. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.3 The provisioning intervals are applicable to the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 7.3.1 The interim provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-20 loops per order or per end-user location, will be three (3) business days, or the provisioning and installation interval applicable to ILEC's tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.3.2 The interim provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to ILEC's tariffed xDSL-based services or to its affiliate's

xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

- 7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.3.5 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Interconnection Agreement and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 7.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in Attachment 25: xDSL.
- 7.5 None of the provisioning intervals in which ILEC provide tie cables necessary for the collocation of splitters may exceed 30 calendar days of receipt of a CLEC's application.

8. MAINTENANCE /SERVICE ASSURANCE

- 8.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.
- 8.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband,

or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, ILEC shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, ILEC shall notify the end user and CLEC for advance permission any time ILEC repair effort has the potential of affecting service on the broadband portion of the loop.

- 8.3 ILEC will offer a 24-hour clearing time on trouble reports referred by the CLEC and proven to be in the wiring or physically tested and found to be in the loop. If ILEC isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, ILEC will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or ILEC (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to ILEC cutting around the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact ILEC to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, ILEC will charge the CLEC upon closing the trouble ticket.
- 8.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, ILEC's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, ILEC will verify continuing, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.
- 8.5 Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests.

8.6 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way beyond the original HFPL service without coordination with ILEC.

9. SPECTRUM MANAGEMENT

9.1 Spectrum management for HFPL shall be provided under the same terms and conditions as set forth in the underlying xDSL Agreement.

10. PRICING

10.1 ILEC and CLEC agree to the following interim prices for access to the Line-Sharing UNE. Any element necessary for interconnection that is not identified below is priced as currently set forth in the Interconnection Agreement between the parties, pursuant to the interim award. The interim prices listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates in Case No. TO-2001-440 or another appropriate case established by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Sharing. The interim prices set forth below are subject to true up to the permanent Line Sharing rates established by the Missouri Public Service Commission in Case No. TO-2001-440 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Line Sharing rates, but shall not include any period prior to the effective date of this agreement with CLEC.

Element	Interim Price
Shared Line (HFPL) Recurring	\$0
ILEC Splitter, Recurring	\$0.89
OSS Recovery Charge	\$0.61

Pricing for loop conditioning will be as outlined in Attachment 25: xDSL. A non-recurring conditioning charge shall apply to each HFPL loop or subloop ordered as set forth in Attachment 25: xDSL along with charges for any conditioning requested by CLEC.

11. RESERVATION OF RIGHTS

11.1 CLEC and ILEC enter into this interim Appendix to allow CLEC to order HFPL during the initial deployment phase. CLEC and ILEC enter into this interim Appendix without waiving current or future relevant legal rights and without prejudicing any position CLEC or ILEC may take on relevant issues before industry

forums, state or federal regulatory or legislative bodies or courts of competent jurisdiction.

- 11.2 The Parties acknowledge and agree that the provision of the HFPL and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in the underlying Interconnection Agreement.