

Date of the Agreement. SWBT and CLEC also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning specified in the Local Service Ordering Electronic Data Interchange (EDI) Support Implementation Guide (SIG) dated May 20, 1996, or as otherwise agreed to in writing by the Parties. Both EDI for pre-order and EDI for ordering and provisioning will be available with the Effective Date of the Agreement for all pre-order and ordering and provisioning order types and functions as outlined in Exhibit A.

- 3.4 Upon request by CLEC, SWBT and CLEC agree to work together to develop and implement an electronic communication interface that will replace the initial pre-order electronic interface and the ordering and provisioning EDI gateway and provide for Real Time data transfer, consistent with industry standards developed by the OBF and the TCIF. The Parties agree to implement this replacement interface as soon as practical, but no later than 120 days after the Electronic Communication Implementation Committee (ECIC) of TCIF standard reaches the status of "Final Closure," unless a later date is mutually agreed upon. SWBT will maintain the portion of this electronic interface implemented for certain transactions pursuant to EDI 9 pre-order requirements, and will implement the requirements of EDI 10 for pre-order pursuant to the Change Management Process.
- 3.5 SWBT will provide a Single Point of Contact (SPOC) for all of CLEC's pre-ordering, ordering, and provisioning contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays). SWBT will respond to emergency requests for after hours pre-ordering, ordering and provisioning via the LOC 24 hrs/day, 7 days a week.
  - 3.5.1 SWBT will provide pre-ordering, ordering and provisioning services to CLEC for unbundled Network Elements Monday through Friday from 8 a.m. to 5:30 p.m. through the LSC or the LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SWBT provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8:00 a.m. to 5:30 p.m.) pre-ordering, ordering, and/or provisioning services. If CLEC requests that SWBT perform such services, SWBT will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If CLEC accepts SWBT's quote, SWBT will perform such services to CLEC in the same manner as it does for itself and will bill CLEC for the actual hours worked and materials used.
- 3.6 SWBT will provide availability to electronic systems interfaces for pre-order capabilities for unbundled Network Elements as set forth in Section 1.8 of Attachment 2: Ordering and Provisioning - Resale. SWBT will provide availability to electronic system interfaces for EDI file transmission for ordering unbundled Network Elements in parity with availability for ordering Resale Services. In any event, SWBT will provide CLEC availability to electronic interfaces for all pre-order, ordering and provisioning processes

equal to the availability that SWBT provides to itself. These electronic system interfaces will conform to the terms of paragraphs 2.1 above and paragraph 7.1 below for the pre-ordering, ordering and provisioning of Customer Specific Unbundled Network Elements. SWBT will also provide to CLEC a toll free nationwide telephone number to the LSC for issues connected to the electronic system interfaces (operational from 8:00 a.m. to 5:30 p.m., Monday through Friday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of Unbundled Network Elements. SWBT will also provide a help desk function for electronic system interfaces with out-of-hours coverage from 5:30 p.m. to 8:00 p.m., Monday through Friday, and from 8:00 a.m. through 8:00 p.m. on Saturday.

- 3.7 SWBT and CLEC will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Unbundled Network Elements. On or before the Effective Date of this Agreement, SWBT will provide a disaster recovery plan associated with the recovery of any systems and/or functions connected with the pre-order, ordering and provisioning processes.
- 3.8 SWBT will recognize CLEC as the customer of record for all Unbundled Network Elements ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.
- 3.9 SWBT will provide the following to CLEC upon request:
  - 3.9.1 A list of all services and features activated and working for each switch that SWBT may use to provide a Local Switching Element, by switch CLLI and NPA NXX. In addition, SWBT shall provide information regarding the type of switching equipment, installed version of software generic, secured features, identification of any software or hardware constraints or enhancements, and a means to reliably correlate a customer address with the data to the extent such information is not proprietary. Within ten (10) business days after the Effective Date of the Agreement, SWBT will provide CLEC an initial electronic copy of this Information. SWBT will provide a complete update of the information to CLEC electronically on a quarterly basis, or as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.
  - 3.9.2 Designed Layout Record Card for designed Unbundled Network Elements;
  - 3.9.3 Advanced information on the details and requirements for planning and implementation of NPA splits via Accessible Letters; or, where SWBT is not the Central Office Code Administrator, to the extent the information is not available to CLEC in the same manner it is available to SWBT, SWBT will provide copies of notices containing such information received by SWBT to CLEC.

- 3.9.4 A subset of the Street Address Guide (SAG), transmitted electronically, which includes street addresses and the associated serving switches, enabling CLEC to map a customer address to a specific serving switch. SWBT will provide this information to CLEC within ten (10) business days after the Effective Date of this Agreement and quarterly thereafter except as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.
- 3.9.5 A list of current edits maintained in SWBT's LASR system, as well as those slated for inclusion in LASR.
- 3.9.6 A guide to the error codes used by SWBT for orders submitted by CLEC through the gateway that are rejected. The error code guide will be provided electronically, via SWBT's Internet website. New electronic error codes will be introduced through the accessible letter process and in accordance with the Change Management Process.
- 3.10 Each Party will train its employees who have contact with the other Party not to discriminate against the other Party and not to disparage the other Party to the other Party's customers.
- 3.11 SWBT and CLEC will work together to develop methods and procedures between SWBT's LSC and CLEC's corresponding Work Center(s) and between SWBT's LOC and CLEC's corresponding Work Center(s) regarding systems, work center interfaces, and to establish an agreed upon process for changing methods and procedures. An error resolution team in the LSC will deal specifically with those service orders in error status after the order has reached completion status, but before the order has posted to SWBT's billing system. SWBT will clear any such errors prior to the next SWBT billing date applicable to that order.
- 3.12 SWBT and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.
- 3.13 SWBT and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer all misdirected calls that CLEC receives from SWBT customers to a SWBT designated number. CLEC and SWBT will agree on the scripts to be used for this purpose.

#### **4.0 Pre-Ordering and Ordering Interface Requirements**

- 4.1 SWBT will provide to CLEC EDI electronic interfaces for transferring and receiving order, Firm Order Confirmation (FOC), service completion, and other provisioning data and information. The EDI interfaces will be administered through a gateway that will serve as a single point of contact for the transmission of such data from CLEC to SWBT, and from SWBT to CLEC. The requirements and implementation of such a data transfer system are subject to future agreement by CLEC and SWBT, but will conform to the terms of Section 3 of this Attachment. SWBT's technical documentation will match the business requirements provided by SWBT to CLEC for development of its EDI interface. SWBT also will participate with CLEC in the established Change Management Process. SWBT agrees to announce and implement EDI releases in accordance with the policies, practices, and scheduling set forth jointly by SWBT and CLECs in the documented Change Management Process, as may be modified from time to time in accordance with the Change Management Process. Any CLEC in the process of negotiating and/or arbitrating an interconnection agreement with SWBT and any CLEC with an interconnection agreement with SWBT may participate in the Change Management Process. SWBT and CLECs will hold regular Change Management Process meetings. Such meetings shall be held monthly, with staff oversight from the Texas Public Utility Commission, at least through December 1999. SWBT will provide CLECs with the timely ability to participate in establishing the agenda for such meetings. Within two weeks of each such meeting, SWBT will file the minutes of the meeting with the Texas Public Utility Commission under Project Nos. 16251 and 20400 (while those projects remain open) and provide them to the Missouri Public Service Commission upon its request. SWBT will submit the minutes of the Change Management Process meetings to CLEC to provide input to the minutes at least five (5) days before SWBT files the minutes with the Texas Public Utility Commission. If SWBT refuses to incorporate CLEC's comments into the minutes, those comments will be filed together with the minutes prepared by SWBT. SWBT will provide complete documentation of the change management process in Texas Project Nos. 16251 and 20400, and a dispute resolution procedure will be developed in those Projects for the change management forum.
- 4.1.1 SWBT will provide flow-through capability in accordance with the requirements of Texas PUC Docket No. 19000 and Project No. 16251, and will develop additional flow-through capability through the Change Management Process in Project No. 20400. At a minimum, SWBT represents that its existing mechanized flow-through capability is accurately reflected in SWBT's Collaborative Process submission in Project No. 16251 dated September 21, 1998 stamped page 954 to SWBT's December 1, 1998 Affidavit of Chris Bourgeacq.
- 4.1.2 SWBT will continue to maintain the editing capabilities of SWBT's LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.

- 4.2 When ordering unbundled Network Elements or Combinations, CLEC's representatives will have access to a pre-order electronic gateway provided by SWBT that provides Real Time access to SWBT's information systems. This gateway will be a Telecommunications Protocol/Internet Protocol (TCP/IP) gateway and will allow the CLEC representatives to perform the following tasks:
- 4.2.1 Obtain SWBT customer information, including customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;
  - 4.2.2 Identify features and services to which the SWBT customer subscribes (CLEC agrees that CLEC's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange service provider be changed to CLEC);
  - 4.2.3 Electronically assign a telephone number (if the customer does not have one assigned) with the customer on-line. Reservation and aging of these numbers remain SWBT's responsibility. For "vanity" numbers, SWBT will provide a manual process until an electronic capability becomes available. All these processes will permit reservation of a number, including, without limitation, a vanity number, for thirty days for consumer and business services;
  - 4.2.4 Determine if a service call is needed to install the line or service;
  - 4.2.5 Provide service availability dates to the customer;
  - 4.2.6 Provide information regarding the dispatch/installation schedule, if applicable;
  - 4.2.7 Provide PIC options for intraLATA toll (when available) and interLATA toll;
  - 4.2.8 Perform address verification.
- 4.3 All CSR data exchanged must be in English, not USOC or FID format. All other data will be in a mutually agreed upon nomenclature.

## 5.0 Ordering Requirements

- 5.1 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switch Port for any CLEC local service customer. In such instances, all unbundled Network Elements provided by SWBT will remain intact. SWBT will implement any restoration priority for unbundled Local Switching in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures. The charge for a Suspend/Restore order is reflected in

Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element."

- 5.2 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls, and third party or collect calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law.
- 5.3 When ordering unbundled Local Switching, CLEC may order from SWBT separate interLATA and intraLATA service providers (i.e., two PICs), when available, on a line or trunk basis. SWBT will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.
- 5.4 Unless otherwise directed by CLEC, when CLEC orders unbundled Local Switching, SWBT will make every attempt to insure that all pre-assigned trunk or telephone numbers currently associated with that Element will be retained. To the extent such losses occur, SWBT will work cooperatively with CLEC to remedy such occurrences over time.
  - 5.4.1 When SWBT has initiated a suspension on a SWBT end user's account or disconnects an end user for nonpay, SWBT will not release the telephone number being used by the end user until such time as the end user's account has been paid in full. Conversely, SWBT agrees that when CLEC initiates a suspension on one of their end user's accounts or disconnects their end user for nonpay, SWBT will abide by the same provisions regarding telephone number release.
- 5.5 SWBT will provide order format specifications to CLEC for all services, features, and functions available and for ancillary data required by SWBT to provision these services.
- 5.6 SWBT will provide CLEC with standard provisioning intervals for all unbundled Network Elements and combinations as compared to SWBT customers for equivalent service. These intervals are found in Attachment 17.
- 5.7 For unbundled Local Switching, SWBT will update the E911 service provider information and establish primary directory listing, in accordance with Attachment 19: White Pages Listings, appropriate for the unbundled Local Switching from CLEC's service order.
- 5.8 On a conversion as specified order, SWBT will not require CLEC to provide data that SWBT has not made available to CLEC, or that CLEC does not have reasonable access to otherwise. Except as outlined in Attachment 6, Section 9.4.4.3.1, SWBT will not delete the associated LIDB database information or Directory Listings database information unless requested by CLEC. SWBT will use a mechanized process to ensure that SWBT's directory listing, 911, and LIDB information for the end-user is not deleted during the process of converting that customer from service provided by SWBT to service provided by a CLEC. In addition, for directory listings, when CLEC submits local service requests

(LSRs) for UNE loop and port combinations "as specified" or for "stand alone" UNE switch ports, CLEC will have the option of whether to populate the LSR Directory Listing ("DL") Form. SWBT will treat non-submission of the DL Form as instruction to SWBT that the CLEC's end-user listing(s) is to remain the same as the listing(s) currently appears in SWBT's directory listing databases.

- 5.9 At such time that CLEC determines to use AIN features, the Parties will jointly determine Ordering and Provisioning procedures for AIN services.

**6.0 Provisioning Requirements**

- 6.1 Except in the event an CLEC local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any CLEC end user requested disconnection or rearrangement of Unbundled Network Elements or Combinations unless directed by CLEC. Any CLEC customer who contacts SWBT regarding a change in CLEC service will be advised to contact CLEC. Any SWBT customer who contacts CLEC regarding a change in SWBT service will be advised to contact SWBT. In those instances when any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP change notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.
- 6.2 Upon request from CLEC, SWBT will provide an intercept referral message that includes any new telephone number of an CLEC end user for the same period of time that SWBT provides such messages for its own end users. CLEC and SWBT will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SWBT for its own end users.
- 6.3 SWBT will provide CLEC with an FOC for each order (multiple WTNs may be included on one order). The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date and Service Order number. For orders submitted via EDI or LEX, SWBT's LASR system will process orders on a real time basis, rather than in a batch mode.
- 6.4 Upon work completion, SWBT will provide CLEC with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT will provide CLEC an 865 EDI transaction based Order Completion. This capability will be available when standards are completed by OBF and TCIF / EDI Committees or as agreed to by the Parties. For orders submitted via EDI or LEX, SWBT's LASR system will process orders on a real time basis, rather than in a batch mode. Upon completion, for orders submitted via EDI or LEX, SOC's will be returned on a real-time basis and in accordance with Attachment 17.

- 6.5 Where available, SWBT will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of Unbundled Network Elements or Combinations ordered by CLEC.
- 6.6 As soon as identified, SWBT will provide CLEC a 997 EDI transaction based Rejection/errors notification occurring in any of the EDI data element(s) fields contained on any CLEC order. CLEC will provide 997s for the 855 and 865 EDI Transactions originating from SWBT.
- 6.7 When available, SWBT will provide CLEC an 855 EDI transaction based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Unbundled Network Elements or Combinations. SWBT's implementation of this capability will be in accordance with industry guidelines promulgated by the Ordering and Billing Forum, and with the Change Management Process. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing CLEC access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim basis, where available, SWBT and CLEC will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed due date. SWBT has implemented and will maintain a mechanized interface between its Southwestern Held Order Tracking System ("SHOTS") interface and its EDI and LEX interface, via LASR to provide CLEC with electronic notification for jeopardy situations related to facility conditions.
- 6.8 Any written "leave behind" materials that SWBT technicians provide to CLEC local customers will be branded materials that do not identify the work being performed as being SWBT's. These materials will include, without limitation, CLEC branded forms for the customer and CLEC branded "not at home" cards. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SWBT or the technician.
- 6.9 SWBT technicians will refer CLEC local customers to CLEC, if a CLEC local customer requests a change to service at the time of installation. When a SWBT employee visits the premises of an CLEC local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC.
- 6.10 SWBT will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC's approval prior to commencing construction under an CLEC order for such service.



- 6.11 When industry standards are established, and SWBT and CLEC mutually agree to an implementation schedule, SWBT will provide provisioning status notification for all provisioning orders issued to SWBT by CLEC.
- 6.12 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2.
- 6.12.1 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when CLEC orders all the SWBT Network Elements required to convert a SWBT end-user customer or an CLEC resale customer to CLEC unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant SWBT local switch, including CLEC's payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SWBT local switch. SWBT will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SWBT end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.
- 6.13 When CLEC orders Unbundled Local Switching, CLEC may also obtain all installed technically available features and functions from the specified SWBT switch (e.g., CLASS, and LASS features).

## **7.0 Order Format and Data Elements**

- 7.1 In ordering and provisioning unbundled Network Elements and Combinations, CLEC and SWBT will utilize mutually agreeable standard industry order formats and data elements developed by the OBF and TCIF EDL. Where industry standards do not currently exist for the ordering and provisioning of unbundled Network Elements or Combinations, CLEC and SWBT agree to jointly develop a form for ordering Common-Use Unbundled Network Elements not later than one (1) month after the Effective Date of the Agreement or by any other mutually agreed upon date. Common-Use Unbundled Network Elements,

including, without limitation, tandem switching, signaling and call-related databases, Operator Services and DA, and Operations Support Systems, shall be ordered in a manner that is consistent with the OBF Access Service Request Process. Customer Specific Unbundled Network Elements, including, without limitation, Local Loop (which includes NID), and unbundled Local Switching, will be ordered consistent with the OBF Local Service Request (LSR) Process.

#### **8.0 Performance Requirements**

- 8.1 When CLEC places an LSR, CLEC will specify a requested Due Date (DD), and SWBT will specify a DD based on the applicable intervals. In the event CLEC's requested date is less than the standard interval, CLEC will contact SWBT and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable charges will apply as reflected in Attachment 6, Appendix Pricing UNE Schedule of Prices labeled "Service Order Charges - Unbundled Element Expedited". SWBT will not complete the order prior to the DD or later than the DD unless authorized by CLEC.
- 8.2 Within two (2) business hours after a request from CLEC for an expedited order, SWBT will notify CLEC of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8:00 a.m. and 5:00 p.m.
- 8.3 Once an order has been issued by CLEC and CLEC subsequently requires a new DD that is sooner than the committed DD, CLEC will issue an expedited modify order. SWBT will notify CLEC within two (2) business hours of the status of the order requesting the new DD.
- 8.4 CLEC and SWBT will agree to escalation procedures and contacts for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SWBT will notify CLEC of any modifications to these contacts one (1) week in advance of such modifications.
- 8.5 SWBT will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

#### **9.0 Intervals for Order Completion for UNE and Other Items**

- 9.1 SWBT will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

**10.0 Operational Readiness Test (ORT) for Ordering/Provisioning**

- 10.1 SWBT will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.

**11.0 Pricing**

- 11.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".
- 12.0 SWBT will issue a credit to CLEC where such credit is due, whether on any bill on which double billing may occur or otherwise. When SWBT determines that such credit is due, SWBT will issue this credit within thirty (30) days.

**PRE-ORDER AND ORDERING  
AND PROVISIONING - UNE**

| Function                                                | Loop                 | INP            | Loop<br>w/ INP       | Switch<br>Port   | Loop w/ Port<br>+ OS/DA | Loop w/ Port<br>- OS/DA | Dedicated<br>Transport | DSR             |
|---------------------------------------------------------|----------------------|----------------|----------------------|------------------|-------------------------|-------------------------|------------------------|-----------------|
| <b>PRE-ORDER</b>                                        |                      |                |                      |                  |                         |                         |                        |                 |
| Address Verification                                    | X                    | X              | X                    | X                | X                       | X                       | X                      | X               |
| Service/Feature Availability                            | X                    | X              | X                    | X                | X                       | X                       | X                      | X               |
| Telephone Number Assignment                             | X                    | X              | X                    | X                | X                       | X                       | X                      | X               |
| Dispatch Schedule                                       | X                    | X              | X                    | X                | X                       | X                       | X                      | X               |
| Due Date                                                | X                    | X              | X                    | X                | X                       | X                       | X                      | X               |
| Customer Service Record                                 | X                    | X              | X                    | X                | X                       | X                       | X                      | X               |
| <b>ORDERING &amp;<br/>PROVISIONING</b>                  |                      |                |                      |                  |                         |                         |                        |                 |
| Conversion as Specified                                 | X <sup>1,6,7,8</sup> | X <sup>2</sup> | X <sup>1,6,7,8</sup> | X <sup>1,4</sup> | X <sup>1,4,6,8</sup>    | X <sup>1,4,6,7</sup>    | X <sup>9</sup>         | X               |
| Add/Disc Class Features                                 |                      |                |                      | X                | X                       | X                       |                        |                 |
| Add/Disc Blocking<br>(e.g., 1+, 0+, 011, 900)           |                      |                |                      | X                | X                       | X                       |                        |                 |
| PIC and PIC Freeze                                      |                      |                |                      | X                | X                       | X                       |                        |                 |
| Add/Disc Lines                                          | X                    | X <sup>3</sup> | X <sup>3</sup>       | X <sup>5</sup>   | X                       | X                       |                        | X <sup>11</sup> |
| Directory Listing - White<br>- Straight Line            | X                    | X              | X                    | X                | X                       | X                       |                        | X               |
| Directory Listing - White<br>- Other than Straight Line | X                    | X              | X                    | X                | X                       | X                       |                        | X               |
| Partial Migration<br>(Line/WTN vs. Account<br>Level)    | X                    | X              | X                    | X                | X                       | X                       |                        | X <sup>11</sup> |

| Function                                                                                      | Loop            | INP            | Loop w/ INP     | Switch Port    | Loop w/ Port + OS/DA | Loop w/ Port - OS/DA | Dedicated Transport | DSR             |
|-----------------------------------------------------------------------------------------------|-----------------|----------------|-----------------|----------------|----------------------|----------------------|---------------------|-----------------|
| Type of Port (e.g. POTS, ISDN)                                                                |                 |                |                 | X              | X                    | X                    |                     |                 |
| Line Conditioning                                                                             | X               |                | X               |                | X                    | X                    |                     |                 |
| With / Without Diversity                                                                      | X               |                | X               |                | X                    | X                    | X                   |                 |
| With / Without Clear Channel Capability                                                       | X <sup>10</sup> |                | X <sup>10</sup> |                | X <sup>10</sup>      | X <sup>10</sup>      | X                   |                 |
| New Connects                                                                                  | X               | X <sup>3</sup> | X <sup>3</sup>  | X <sup>5</sup> | X                    | X                    | X                   | X               |
| Single Line                                                                                   | X               |                | X <sup>3</sup>  |                | X                    | X                    |                     |                 |
| Multi-Line (Less Than 30 Lines)                                                               | X               |                | X <sup>3</sup>  |                | X                    | X                    |                     |                 |
| Projects (Large Job - add'l facilities/coordinated work effort required - need SWBT criteria) | X               |                | X <sup>3</sup>  |                | X                    | X                    |                     |                 |
| Disconnects                                                                                   | X               | X              | X               | X              | X                    | X                    | X                   | X               |
| Change Orders                                                                                 | X               | X              | X               | X              | X                    | X                    | X                   | X               |
| Add/Disc Class Features                                                                       |                 |                |                 | X              | X                    | X                    |                     |                 |
| Simple Number Change                                                                          |                 | X              | X               | X              | X                    | X                    |                     |                 |
| Add/Disc Blocking                                                                             |                 |                |                 | X              | X                    | X                    |                     |                 |
| PIC and Local PIC Change                                                                      |                 |                |                 | X              | X                    | X                    |                     |                 |
| Add/Disc Lines                                                                                | X               | X <sup>3</sup> | X <sup>3</sup>  | X <sup>5</sup> | X                    | X                    |                     | X <sup>11</sup> |

| Function                                                | Loop            | INP | Loop<br>w/ INP  | Switch<br>Port | Loop w/ Port<br>+ OS/DA | Loop w/ Port<br>- OS/DA | Dedicated<br>Transport | DSR |
|---------------------------------------------------------|-----------------|-----|-----------------|----------------|-------------------------|-------------------------|------------------------|-----|
| Directory Listing - White<br>- Straight Line            | X               | X   | X               | X              | X                       | X                       |                        | X   |
| Directory Listing - White<br>- Other than Straight Line | X               | X   | X               | X              | X                       | X                       |                        | X   |
| Suspend/Restore Non-<br>Payment                         |                 |     |                 | X              | X                       | X                       |                        |     |
| Suspend/Restore<br>Vacation Svc.                        |                 |     |                 | X              | X                       | X                       |                        |     |
| Type of Port (e.g. POTS,<br>ISDN)                       |                 |     |                 | X              | X                       | X                       |                        |     |
| Line Conditioning                                       | X               |     | X               |                | X                       | X                       |                        |     |
| With / Without Diversity                                | X               |     | X               |                | X                       | X                       | X                      |     |
| With / Without Clear<br>Channel Capability              | X <sup>10</sup> |     | X <sup>10</sup> |                | X <sup>10</sup>         | X <sup>10</sup>         | X                      |     |
| Records Only Order                                      | X               | X   | X               | X              | X                       | X                       | X                      | X   |
| T&F Order                                               |                 |     |                 |                | X                       | X                       |                        |     |
| Outside Move                                            | X               |     | X               |                | X                       | X                       | X                      |     |
| Inside Move                                             | X               |     | X               |                | X                       | X                       |                        |     |
| <b>POST SERVICE ORDER EDI<br/>TRANSACTIONS</b>          |                 |     |                 |                |                         |                         |                        |     |
| Supplemental Orders                                     | X               | X   | X               | X              | X                       | X                       | X                      | X   |
| Firm Order Confirmation (FOC)                           | X               | X   | X               | X              | X                       | X                       | X                      | X   |

| Function         | Loop | INP | Loop w/ INP | Switch Port | Loop w/ Port + OS/DA | Loop w/ Port - OS/DA | Dedicated Transport | DSR |
|------------------|------|-----|-------------|-------------|----------------------|----------------------|---------------------|-----|
| Jeopardies       | X    | X   | X           | X           | X                    | X                    | X                   | X   |
| Rejects          | X    | X   | X           | X           | X                    | X                    | X                   | X   |
| Order Completion | X    | X   | X           | X           | X                    | X                    | X                   | X   |

**Footnotes:**

- Existing SWBT customer, existing CLEC TSR customer, existing CLEC TSR customer, existing CLEC UNE (Platform, port or loop) customer.
- Existing SWBT number or existing CLEC INP number.
- "Numbers" should be substituted for "lines"
- Existing CLEC Unbundled Loop customer
- "Ports" should be substituted for "lines"
- Existing CLEC Unbundled Switch Port customer
- Existing CLEC UNE Loop w/Port +OS/DA customer
- Existing CLEC UNE Loop w/Port -OS/DA customer
- Existing CLEC leased facility
- Only applies to DS-1 loops
- "Directory Listings" should be substituted for "lines"

**ATTACHMENT 8: MAINTENANCE -  
UNBUNDLED NETWORK ELEMENTS**

**1.0 General Requirements**

- 1.1 SWBT will provide repair, maintenance, testing, and surveillance for all unbundled Network Elements and any Combinations of Network Elements (Combinations) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment.

**2.0 Maintenance Requirements**

- 2.1 SWBT will provide maintenance for all unbundled Network Elements and Combinations ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers, consistent with Attachment 6 UNE, Section 2.4.1, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17.

**3.0 Electronic Bonding**

- 3.1 SWBT and CLEC agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228, to support repair and maintenance of Unbundled Network Elements and Combinations.

- 3.1.1 CLEC at its option may elect not to participate in ECIC.

- 3.2 Upon request, CLEC and SWBT agree to work together to implement Phase I of EBI as set forth in Fault Management Electronic Bonding Interface for Local Service – Version 2, Draft 1, dated September 12, 1996, or as subsequently modified and provided to SWBT January 15, 1997. If CLEC fails to begin testing within three (3) months after the Effective Date of the agreement to enter into Electronic Bonding, SWBT will require CLEC to negotiate new testing and completely operational dates. Phase 1 will provide the following functions:

- a) the ability to enter a new trouble ticket electronically;
- b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket;



- c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;
  - d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type;
- 3.3 SWBT and CLEC agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide CLEC the following capabilities, including, but not limited to:
- a) performing feature and line option verification and request corrections;
  - b) performing network surveillance (e.g., performance monitoring);
  - c) initiating and receiving test results;
  - d) receiving immediate notification of missed appointments;
  - e) identifying existing cable failures (by cable and pair numbering).
- 3.4 SWBT agrees to notify CLEC of upgrades to existing test systems and the deployment of new test systems within SWBT and to negotiate with CLEC to allow CLEC to use such systems through a controlled interface.
- 3.5 This EBI will conform to ANSI standards T1.227:1995 and T1.228:1995, Electronic Communication Implementation Committee (ECIC) Trouble Report format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents, as mutually agreed upon by CLEC and SWBT.
- 3.6 The Parties will use and acknowledge functions currently implemented for reporting troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in clauses 6 and 9 of ANSI T1.228:1995.
- 3.7 CLEC and SWBT will exchange requests over a mutually agreeable network. CLEC and SWBT will translate maintenance requests or responses originating in their internal processes into the agreed attributes and elements.
- 3.8 SWBT and CLEC will modify the EBI to incorporate updates to the applicable ANSI and ECIC standards referenced above, unless the Parties agree to defer or forego a particular modification.

**4.0 Repair Service Response**

- 4.1 SWBT technicians will provide repair service on Unbundled Network Elements and Combinations that is at least equal in quality to that provided to SWBT customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SWBT customers. CLEC and SWBT agree to use the severity and priority restoration guidelines set forth in SWBT MMP 94-08-001 dated April 1996, and as subsequently modified. Performance Measurements are found in Attachment 17.

**5.0 Intercompany Communications**

- 5.1 The SWBT Network Management Service Center ("NMSC") will notify CLEC of the existence, location, and source of all emergency network outages affecting an CLEC customer. The CLEC may call the SWBT NMSC in order to discuss scheduled activities that may impact CLEC Customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

**6.0 Emergency Restoration Plan**

- 6.1 SWBT will provide CLEC with mutually agreed upon emergency restoration and disaster recovery plans. Such plans will include, at a minimum, the following:
- 6.2 The establishment of a single point of contact (SPOC) responsible for initiating and coordinating the information relating to the status of maintenance/restoration efforts and problem resolution for all unbundled Network Elements and Combinations for CLEC;
- 6.3 Disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
- 6.4 The SWBT NMSC will notify CLEC's NMC of all activities involving central office and interoffice networks;
- 6.5 The SWBT LOC (Local Operations Center) will notify the CLEC CNSC of any local loop facility activities or failures, as the SWBT LOC becomes aware of them. SWBT must notify CLEC of maintenance work in the following situations: (1) when maintenance activity is planned; (2) when there are unexpected major outages. When a network element is dedicated to CLEC, SWBT must work with CLEC to schedule maintenance activity. SWBT must make reasonable accommodations to CLEC when scheduling the maintenance of a dedicated network element.

- 6.6 Methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
- 6.7 Methods and procedures for reprovisioning of all unbundled Network Elements and Combinations after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SWBT TSP services for restoration. SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;
- 6.8 Site specific disaster recovery plans for LOC and LSC provisioning work centers in accordance with LOC Disaster Recovery Plan Summary dated April 22, 1996, and SWBT LSC Plan dated June 4, 1996, and as subsequently modified;
- 6.9 Site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified; and
- 6.10 Generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices, Commercial Power, Facility Outages dated May 13, 1996, and as subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.

**7.0 Misdirected Repair Calls**

- 7.1 All misdirected repair calls to SWBT from CLEC customers prior to permanent number portability will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SWBT will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SWBT's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SWBT customers to a SWBT designated number. For purposes of permanent number portability the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

**8.0 Repair Procedures**

- 8.1 SWBT agrees to the following:
- 8.2 Prior to Electronic Bonding Interface (EBI), CLEC will refer repair calls to the SWBT LOC by telephone or via the SWBT Toolbar. After implementation of EBI, CLEC may from time to time call the SWBT LOC. In either event, the following will apply: the SWBT LOC will answer its telephone and begin taking information from CLEC at the same level of service as provided to SWBT's customers when calling the Customer Service Bureau (CSB). The Speed of Answer performance will be provided monthly.
- 8.3 SWBT will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the LOC) twenty-four (24) hours per day, seven (7) days per week.
- 8.4 On a reciprocal basis, CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the CNSC) twenty four (24) hours per day, seven (7) days per week.
- 8.5 The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in Section 6.2 of the SWBT & CLEC Joint Implementation Agreement for the Electronic Bonding Project, Version 1, dated November 2, 1994 or as subsequently modified or as otherwise agreed upon.
- 8.6 While in manual mode operation, SWBT will provide CLEC "estimated time to restore." The SWBT LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SWBT for a maximum of four months after CLEC's market entry date in SWBT states, or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).
- 8.7 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.

- 8.8 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Unbundled Network Elements and Combinations service:

|    |                                                                                                                                                                                   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) | speed of answer in the LOC -<br>Note: Comparison will be made against the results for speed of answer in SWBT's CSBs (where SWBT's customers call in to refer troubles directly); |
| b) | percent missed commitments for nondesigned services;                                                                                                                              |
| c) | average outage duration time: nondesigned — receipt to clear; designed — mean time to repair;                                                                                     |
| d) | percent right the first time (repeat reports): nondesigned - 10 days; designed - 30 days;                                                                                         |
| e) | percent report rate nondesigned -<br>Note: Comparison will be applicable only after CLEC's customer base equals or exceeds 300,000 total lines (Resale and UNE);                  |
| f) | percent no access — nondesigned.                                                                                                                                                  |

- 8.9 The above performance measurements will be measured and reported to CLEC in a manner consistent with the requirements of Attachment 17.

- 8.10 For purposes of this Section, service through an Unbundled Network Element or Combination is considered restored or a trouble resolved when the quality of Unbundled Network Element or Combination service is equal to that provided before the outage or the trouble occurred.

## 9.0 **Escalation Procedures**

- 9.1 SWBT will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SWBT management personnel who are responsible for maintenance issues. CLEC acknowledges that the procedures set forth in SWBT's LOC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list meet the requirements of this Section.

**10.0 Premises Visit Procedures**

- 10.1 SWBT Maintenance of Service Charges, when applicable, will be billed by SWBT to CLEC, and not to CLEC's end-user customers.
- 10.2 Dispatching of SWBT technicians to CLEC Customer premises shall be accomplished by SWBT pursuant to a request received from CLEC.
- 10.3 When a SWBT employee visits the premises of an CLEC local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SWBT or the technician.
- 10.4 If a trouble cannot be cleared without access to CLEC's local customer's premises and the customer is not at home, the SWBT technician will leave at the customer's premises a CLEC-branded "no access" card requesting the customer to call CLEC for rescheduling of repair.

**11.0 Testing**

- 11.1 All unbundled Network Elements and/or Combination of Element troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to SWBT. Upon receipt of a trouble report on unbundled Network Element(s), SWBT will test and sectionalize all elements purchased from (or provided by) SWBT. If SWBT determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then SWBT will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling.
- 11.2 SWBT and CLEC agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between SWBT and CLEC under which they will work together.
- 11.3 MLT Testing

SWBT agrees to provide access to MLT testing to allow CLEC to test its end user lines for which SWBT has combined UNEs, and for end user lines that CLEC has combined UNEs obtained from SWBT, as follows:

- 11.3.1 MLT testing functionality is available through SWBT's Toolbar Trouble Administration to allow CLEC to test its end user lines for which SWBT combines POTS-like UNEs (analog line side port and 2-wire 8db analog loop) purchased by CLEC from SWBT.
- 11.3.2 MLT testing functionality is available through its Toolbar Trouble Administration to allow CLEC to test its end user lines for POTS-like UNEs (analog line side port and 2-wire 8db analog loop) combined by CLEC and purchased from SWBT.

## 12.0 **Pricing**

- 12.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices.

**ATTACHMENT 9: BILLING - OTHER**

**1.0 Introduction**

- 1.1 This Section describes the requirements for the Parties to bill all charges the Parties incurred other than those addressed in Attachment 4: Connectivity Billing - Resale.
- 1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.

**2.0 Billing Information and Charges for UNE**

- 2.1 SWBT will bill in accordance with this Agreement those charges CLEC incurs as a result of CLEC purchasing from SWBT Unbundled Elements as set forth in Attachment 6. Each bill will be formatted in accordance with CABS or as applicable in accordance with EDI for Resale services. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Unbundled Element ordered by CLEC to which charges apply. Each bill will include a Customer Service Record (CSR) and will set forth the quantity and description of each Unbundled Element provided to CLEC.
- 2.2 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, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by SWBT to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to CLEC. Bills will not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges will be identified as "Local" and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.
- 2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 2.5 SWBT will assign to CLEC one Billing Account Number (BAN) per LATA.



### **3.0 Issuance of UNE Bills**

- 3.1 SWBT will issue all bills in accordance with the terms and conditions set forth in this Section. SWBT will establish monthly billing dates (Bill Date) for each BAN, as further defined in the CABS documents and EDI/BOS document (e.g. AIN), which Bill Date will be the same day month to month. Each BAN will remain constant from month to month, unless changed as agreed to by the Parties. SWBT will provide CLEC at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. SWBT will provide one invoice associated with each BAN. All bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.
- 3.2 SWBT will issue all bills containing billing data and information in accordance with CABS Version 26.0 with exceptions noted in the Differences List, or such later versions of CABS as are published by Bleacher, or its successor, and as further described in AT&T's publication, Unbundled Network Elements Interconnections Interface Requirements, (Sept. 19, 1996) (hereafter AT&T UNE Interface Specifications). To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.
- 3.3 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SWBT reasonable (within 24 hours) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC, at SWBT's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

### **4.0 Electronic Transmissions**

- 4.1 SWBT will transmit billing information and data in the appropriate CABS format or EDI format electronically via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SWBT has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link

for data transmission must be established. SWBT must provide CLEC its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SWBT's Connect:Direct software. CLEC will supply to SWBT its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

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

Production Dataset

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

Test Dataset

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

**5.0 Tape Or Paper Transmissions**

- 5.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SWBT). Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the

locations designated by each Party. The Parties acknowledge that all tapes transmitted to the other Party via US Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

#### **6.0 Testing Requirements**

- 6.1 At least 90 days prior to changing transmission mediums (e.g., from paper to mechanized), SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the bill. SWBT agrees that it will not send bill data in the new mechanized such bill data has met the agreed testing specifications as developed.
- 6.2 SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data CLEC will notify SWBT if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, SWBT will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to SWBT sending a mechanized production bill for the first time via electronic transmission. Thereafter, SWBT may begin sending CLEC mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

#### **7.0 Additional Requirements**

- 7.1 If SWBT transmits data in a mechanized format, SWBT will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for CLEC to process billing information and data:
- (a) The BAN will not contain embedded spaces or low values.
  - (b) The Bill Date will not contain spaces or non-numeric values.
  - (c) Each bill must contain at least one detail record.
  - (d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

#### **8.0 Bill Accuracy Certification**

- 8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SWBT will be responsible and accountable for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, CLEC and SWBT will develop the processes and methodologies required for Unbundled Network Elements bill certification not later than eleven (11) months after the Effective Date of the Agreement, unless otherwise mutually agreed.

**9.0 Payment of Charges**

- 9.1 Subject to the terms of this Agreement, CLEC will pay within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is greater. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.
- 9.2 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to SWBT's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, SWBT will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. SWBT desires electronically transferred funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. CLEC agrees to provide such automated remittances if and when CLEC develops such capability. CLEC will provide SWBT with one address to which such payments will be rendered and SWBT will provide CLEC with one address to which such payments will be rendered. In the event CLEC receives multiple and/or other bills from SWBT which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to SWBT's bank account specified in this subsection and CLEC will provide SWBT with a payment advice. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

**10.0 Examination of Records**

- 10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times and in accordance with the Certification Agreement mutually developed out of Section 8 to this Attachment, CLEC or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the charges under this Attachment.

**11.0 Meet Point Billing**

- 11.1 CLEC and SWBT will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the

National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

- 11.2 CLEC and SWBT will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.
- 11.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.
- 11.4 SWBT and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. SWBT and CLEC will coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 11.5 This Section Intentionally Left Blank.
- 11.6 Each Party will provide access usage records to the other Party within ten (10) business days of the recording. The IBC will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending IBC bills to the IXC.
- 11.7 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The appropriate Party will correct the error within ninety (90) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost.
- 11.8 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.
- 11.9 The Parties will work cooperatively to establish a method of recording for purposes of MPB in a facilities based environment not later than thirty (30) days after the Effective Date of the Agreement.

**12.0 Mutual Compensation**

- 12.1 The Parties will bill each other reciprocal compensation in accordance with the standards set forth in this Agreement at Attachment 12: Compensation.
- 12.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation.
- 12.3 The Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of the Agreement, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.

**13.0 Pricing**

Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6 Appendix Pricing - UNE Schedule of Prices.

**ATTACHMENT 10: PROVISION OF CUSTOMER USAGE DATA-  
UNBUNDLED NETWORK ELEMENTS**

**1.0 Introduction (Unbundled Elements)**

- 1.1 This Attachment 10: Provision of Customer Usage Data-Unbundled Network Elements sets forth the terms and conditions for SWBT's provision of usage data (as defined in this Attachment) to CLEC. Usage Data will be provided by SWBT to CLEC when CLEC purchases Network Elements from SWBT.
- 1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.

**2.0 General Requirements for Usage Data**

- 2.1 SWBT's provision of Usage Data to CLEC will be in accordance with the Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. SWBT's performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after CLEC begins providing local services to customers.
- 2.2 SWBT will retain Usage Data in accordance with CLEC Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), subject to applicable laws and regulations.

**3.0 Usage Data Specifications**

- 3.1 SWBT will provide all usage data for CLEC's customers using the SWBT-provided Network Element(s). Usage Data includes, but is not limited to, the following categories of information:
- completed calls;
  - use of CLASS/LASS/Custom Features;
  - calls to information providers reached via SWBT facilities and contracted by SWBT;
  - calls to directory assistance where SWBT provides such service to an CLEC customer;
  - calls completed via SWBT-provided operator services where SWBT provides such service to CLEC's local service customer;
  - records will include complete call detail and complete timing information for unbundled Network Elements.

SWBT will provide Usage Data for completed calls only for Elements that SWBT records (e.g., unbundled local switching, but not loops).

- 3.2 SWBT will provide to CLEC Usage Data for CLEC end user customers only. SWBT will not submit other carrier local usage data as part of the CLEC Usage Data.

**4.0 Usage Data Format**

- 4.1 SWBT will provide Usage Data in the BellCore Exchange Message Record (EMR) format and by category, group and record type, as specified in the CLEC Customer Usage Data Transfer Requirements, March 1996 ("Data Requirements"), or as otherwise agreed to by the Parties.
- 4.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMR call record.
- 4.3 End user customer usage records and station level detail records will be in packs in accordance with EMR standards.
- 4.4 Where technically feasible, SWBT will provide CLEC with recordings which will permit it to render interLATA and intraLATA access bills and end-user bills associated with the use of unbundled network elements. Where such capability is not available (e.g., originating 800 and terminating access calls), SWBT will continue to seek cost effective solutions and in the meantime will ensure that CLEC, as the local service provider, incurs no charges for the provision of such dialing capabilities to their customers.

**5.0 Usage Data Reporting Requirements**

- 5.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.
- 5.2 SWBT will provide segregated Usage Data to CLEC locations as agreed to by the Parties.
- 5.3 SWBT will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.
- 5.4 CLEC and SWBT will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.
- 5.5 SWBT will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the parties.



5.6 SWBT will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

5.7 The Usage Data EMR format, content, and transmission process will be tested no later than April 1, 1997, or otherwise as mutually agreed by both Parties.

**6.0 Charges**

6.1 SWBT will bill and CLEC will pay the charges set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

**7.0 Local Account Maintenance**

7.1 When CLEC purchases certain Network Elements from SWBT, SWBT will provide CLEC with Local Account Maintenance. When SWBT is acting as the switch provider for CLEC, where CLEC is employing UNEs to provide local service, SWBT will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service from CLEC to another local service provider. SWBT will provide this notification via a mutually agreeable 4-digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SWBT will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SWBT reprovisioning the switch. The TCSI, sent by SWBT, will be in the 960 byte industry standard CARE record format. CLEC will pay to SWBT a per transaction charge of eight cents (\$0.08) for each working telephone number (WTN) transmitted.

7.2 SWBT will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SWBT will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SWBT's network. SWBT will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SWBT will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SWBT is the switch provider either for the retail local services of SWBT that CLEC resells or UNEs of SWBT that CLEC employs in providing service.

7.3 These procedures are in addition to Service Order Procedures set forth in Attachment 7: Ordering and Provisioning - UNE. SWBT will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

**8.0 Alternatively Billed Calls**

- 8.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to an unbundled Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using CLEC Network Elements (e.g., switch port) and billed to a SWBT line or other LEC or LSP are called "Outcollects."
- 8.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SWBT has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider (LSP) will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A message charge for SWBT's transmission of Outcollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.
- 8.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers (Incollects), SWBT will provide the rated messages it receives from the CMDS1 network or which SWBT records (non-ICS) to CLEC for billing to CLEC's end-users. SWBT will transmit such data on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4: Connectivity Billing-Resale of the Agreement and the credit will be \$.05 per billed message. CLEC and SWBT have stipulated that a per message charge for SWBT's transmission of Incollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.

**9.0 Pricing**

Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE Schedule of Prices.

**ATTACHMENT 26: LEGITIMATELY RELATED PROVISIONS**

The parties expressly agree not to challenge that the following sections of the Missouri 271 Agreement are "legitimately related" for the purpose of Section 252(i) of the Federal Telecommunication Act of 1996. The Agreement is expressly limited to the item(s) or section(s) into which CLEC MFNs under Section 252(i). For example, if CLEC wants to MFN into only the Performance Measures section, SWBT and CLEC would be agreeing not to challenge that the Performance Measures Attachment 17, including the performance remedy plan, is "legitimately related" to the General Terms and Conditions specified below and to this Attachment 26. There would be no agreement as to any of the other named sections.

The following Sections from the General Terms and Conditions (GT&C) are "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement: GT&C §§ 2.1, 4.1, 4.1.1, 4.1.2, 4.2, 4.2.1, 18.1, 18.2, 18.3, 31.1, and 43.1. Section 7.1.1 of the General Terms and Conditions also is legitimately related to Attachment 25. This Attachment 26 is "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement. The prices as set forth in Appendix Pricing UNE Schedule of Prices are "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement to which they apply.

| ITEM REQUESTED                                   | "LEGITIMATELY RELATED PROVISIONS"                               |                                                             |
|--------------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------------------|
| UNEs                                             | Attachments 6-10 & Appendices                                   | GT&C specified above & Attachment 26                        |
| Resale                                           | Attachments 1-5 & Appendices                                    | GT&C specified above, and applicable prices & Attachment 26 |
| Interconnection                                  | Attachment 11 & Appendices                                      | GT&C specified above, and applicable prices & Attachment 26 |
| Reciprocal Compensation                          | Attachment 12 & Appendix                                        | GT&C specified above, and applicable prices & Attachment 26 |
| Performance Measures                             | Attachment 17, including Performance Remedy Plan and Appendices | GT&C specified above & Attachment 26                        |
| DSL                                              | Attachment 25                                                   | GT&C specified above, and applicable prices & Attachment 26 |
| Ancillary Functions                              | Attachment 13 and Appendices                                    | GT&C specified above, and applicable prices & Attachment 26 |
| Number Portability                               | Attachment 14 and Appendix                                      | GT&C specified above, and applicable prices & Attachment 26 |
| E 911                                            | Attachment 15                                                   | GT&C specified above, and applicable prices & Attachment 26 |
| Network Security & Law Enforcement               | Attachment 16                                                   | GT&C specified above, and applicable prices & Attachment 26 |
| Mutual Exchange of Directory Listing Information | Attachment 18                                                   | GT&C specified above, and applicable prices & Attachment 26 |
| White Pages – Other                              | Attachment 19                                                   | GT&C specified above, and applicable prices & Attachment 26 |
| Clearinghouse                                    | Attachment 20                                                   | GT&C specified above, and applicable prices & Attachment 26 |
| Numbering                                        | Attachment 21                                                   | GT&C specified above, and applicable prices & Attachment 26 |
| DA – Facilities Based                            | Attachment 22                                                   | GT&C specified above, and applicable prices & Attachment 26 |
| OS – Facilities Based                            | Attachment 23                                                   | GT&C specified above, and applicable prices & Attachment 26 |
| Recording – Facilities Based                     | Attachment 24 and Appendices                                    | GT&C specified above, and applicable prices & Attachment 26 |