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April 24, 2003

The Honorable Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102-0360

Re: Sage Telecom, Inc.

Dear Judge Roberts:

On December 27, 2001, Sage filed its Notice of Adoption of the Missouri 271 Interconnection Agreement ("M2A") of Southwestern Bell Telephone Company, now Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

Sage and SWBT have entered into an Amendment ("Amendment No. 12") to their interconnection agreement, amending Attachment 6: Unbundled Network Elements. An original and five copies of Amendment No. 12 is enclosed for filing with your office.

Please bring this filing to the attention of the appropriate Commission personnel. Should you have any questions regarding this filing, please contact me.

Sincerely,

NEWMAN, COMLEY & RUTH P.C.

By: Mark W. Comley

Mark W. Comley
comleym@ncrpc.com

MWC:ab
Enclosure
cc: Office of Public Counsel
General Counsel's Office
Katherine K. Mudge
Norlene Duke

AMENDMENT

TO MISSOURI 271 INTERCONNECTION AGREEMENT

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

SAGE TELECOM, INC.

The Missouri 271 Interconnection Agreement ("Agreement") by and between Southwestern Bell Telephone Company[1] and Sage Telecom, Inc. ("Sage"), which was approved by the Missouri Public Service Commission ("Commission") on December 27, 2001, is hereby being amended as set forth below; and

WHEREAS, the Agreement is being amended as a result of Sage's desire to adopt the provisions contained in the UNE-P Non-Recurring Charge Amendment by and between AT&T and SBC Arkansas ("AT&T Amendment"); and

NOW THEREFORE, the Agreement is hereby amended as follows:

(1) Section 14.2.1, set forth below, from the AT&T Agreement is hereby added to Attachment 6: Unbundled Network Elements of the underlying Agreement. Attachment 6, as amended, is attached hereto in its entirety and is incorporated herein by this reference:

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

[1]On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, which is now doing business in Missouri as SBC Missouri ("SBC Missouri").

before October 13, 2003, the Parties agree to incorporate such rates into this Agreement.

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

(3) The Parties further acknowledge and agree that the underlying Agreement is the result of Sage's decision to opt into the M2A or parts thereof pursuant to the Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). Therefore, the Parties acknowledge and agree that (i) all aspects of the underlying Agreement were made available to Sage only as a result of Sage's decision to opt into the M2A or parts thereof pursuant to Case No. TO-99-227; and (ii) that only Section 14.2.1 from Attachment 6: UNE of the AT&T Agreement is effectively being added to this Agreement and this Amendment solely addresses a state-specific rate; and (iii) therefore, no aspect of the Agreement or this Amendment qualify for portability into Illinois under 220 ILCS 5/13-801(b) or Condition 27 of the SBC/Ameritech Merger Order issued by the Illinois Commerce Commission in Docket No. 97-560 or any other state or federal statute, regulation, order or legal obligation.

(4) The parties acknowledge and agree that Attachment 26: Legitimately Related Provisions to the AT&T Agreement ("Attachment 26") provides that Attachments 6-10, including associated appendices and pricing ("AT&T UNE Provisions") and the General Terms and Conditions specified on Attachment 26, and Attachment 26 itself are all legitimately related. However, because the underlying Agreement already contains provisions identical or substantially identical to the AT&T UNE provisions, including the associated General Terms and Conditions and Attachment 26 to the AT&T Agreement (with the exception of the Section 14.2.1 which is being added to Attachment 6: UNE by way of this Amendment), the Parties acknowledge and agree that it was not necessary to amend or replace the following Attachments/Appendices of the underlying Agreement with the identical AT&T Agreement Attachments/Appendices: Attachments 6-10, the legitimately related General Terms and Conditions, rates from the AT&T Agreement or Attachment 26 itself.

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

(6) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 11th day of April, 2003, by Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, signing by and through its duly authorized representative, and Sage, signing by and through its duly authorized representative.

Sage Telecom, Inc.

By: Gary P. Nuttall

Title: VP, CTO

Name: Gary P. Nuttall
(Print or Type)

Date: April 9, 2003

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

By: M. Auinbauh

Title: for President – Industry Markets

Name: Mike Auinbauh
(Print or Type)
APR 11 2003

Date:

AECN/OCN # 9078

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

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

2.0 General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

2.10 This Section Intentionally Left Blank

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

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

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

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

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

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

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

2.17 Performance of Network Elements

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

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

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

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

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

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

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

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

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

2.19 This Section Intentionally Left Blank

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

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

2.22 Special Request

The sections below identify unbundled Network Elements and provide terms and conditions on which SWBT will offer them to CLEC: Network Interface device; local loop; loop distribution; loop feeder; digital loop carrier; local switching; tandem switching; interoffice transport, including common transport, and dedicated transport;

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

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

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

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

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

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

2.22.6 If the receiving Party determines that the Network Element Special Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Special Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the

receiving Party will promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

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

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

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

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

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

3.0 Network Interface Device

3.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of end-user customer premises wiring to SWBT's distribution loop facilities, such as a cross connect device used for that prupose The NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections. Purusant to applicable FCC rules, SWBT offers nondiscriminatory access to the network interface device on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.

3.2 CLEC personnel may connect CLEC loop facilities to the customer's premises wiring through the SWBT NID, as is, at no charge, or at any other technically feasible point.

Should CLEC request SWBT to disconnect its loop from the customer's inside wire, SWBT will charge CLEC a non recurring charge as reflected on Appendix Pricing UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by SWBT based on Time and Materials charges as reflected on Appendix Pricing UNE - Schedule of Prices labeled "Time and Materials Charges".

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

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

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

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

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

4.0 Local Loop

4.1 Definition: Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and the loop demarcation point at an end user customer premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to customer premises wiring, provided such wire is owned and controlled by SWBT. The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber and attached electronics (except those electronics used for the provision of advanced services, such a Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law.

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

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

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

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

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

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

4.2.5 The DS3 Loop provides a digital, 45 Mbps circuit from the SWBT central office to the customer's end user location. Pursuant to the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, whether or not entrance facilities are self-provided or obtained from third parties, unless they are used to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. The "significant amount of local exchange service, in addition to exchange service, to a particular customer" must be properly quantified and certified to SWBT pursuant to the FCC's Supplemental Order and to SWBT's established implementation plans and procedures set forth on the CLEC website.

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

4.3 CLEC may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, pursuant to the Special Request process. The availability of a loop type through the Special Request process does not limit the availability to CLEC of equivalent functionality through the dedicated transport entrance facilities that are available to CLEC and priced under this Agreement.

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

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

4.6 Subloop Elements

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

4.6.1.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible points on the loop. An accessible point on the loop is where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

4.6.2 CLEC may request access to the following sub-loop segments:

FROM:	TO:
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device or other point of demarcation
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device or other point of demarcation
9. Terminal	Network Interface Device or other point of demarcation
10. Stand Alone NID	Not applicable

4.6.3 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish collocation and/or the necessary sub-loop interconnection arrangement(s) to interconnect to the sub-loop. Prior to ordering a sub-loop, CLEC will submit a request for information on sub-loop availability. Appropriate prices for processing the inquiry as well as appropriate prices for the engineering and other associated services performed will apply. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLECs only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

4.6.4 Sub-loop are provided "as is" unless CLEC requests loop conditioning on xDSL Compatible Sub-loops for the purpose of offering advanced services. xDSL Compatible Sub-loop Conditioning will be provided at the rates, terms, and conditions set out in Appendix 25-xDSL.

4.6.5 Notwithstanding any provision in the Agreement, Sub-loops are not available for combination by SWBT with any Unbundled Network Elements or service.

4.6.6.1 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the SBC switch will be lost.

4.6.7 The sub-loop offering will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire digital sub-loops, two-wire and four-wire DSL Compatible Sub-Loop, two-wire Digital (ISDN) Compatible Sub-Loop, four-wire DS1 Compatible Sub-Loop and DS3 Compatible Sub-Loops similar to the existing unbundled loop product offering. Consistent with paragraph 14.5 of Attachment 6, the sub-loop unbundled network elements will be provided at cost based prices. Said prices will be provided by SWBT in writing to CLEC as soon as possible, but in any event within 30 days of CLEC's request. CLEC will advise SWBT within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 45 days of SWBT's provision of the prices to CLEC, either Party may file with the Missouri Public Service Commission requesting a determination of the appropriate cost based pricing. Any determination by Missouri Public Service Commission on the appropriate price will be applied retroactively to the sooner of the effective date of this Amendment or the first provision of a sub-loop to CLEC.

4.6.8 Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with SWBT's processes implementing the Supplemental Order. Such sub-loops shall terminate only in collocation arrangements.

5.0 Local Switching

5.1 Definition: The local switching element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number, dial tone,

signaling and access to 911, access to operator services, access to directory assistance, and features and functions necessary to provide services required by law. In addition, the local switching element includes all vertical features that the switch is capable of providing, including custom calling, CLASS features, and Centrex-like capabilities as well as any technically feasible customized routing, blocking/screening, and recording functions.

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

5.2 Technical Requirements

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

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

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

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

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

5.2.3.3 Intentionally left blank

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

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

5.2.4.1 Where CLEC purchases Unbundled Local Switching or Resale and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route calls from CLEC customers for Directory Assistance and Operator Services to CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with this Attachment.

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

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

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

provides the signaling; hotel/motel services; and certain CENTREX-like services with features that are incompatible with AIN.

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

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

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

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

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5.2.4.8 Intentionally left blank

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

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

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

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

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

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

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

5.2.10 SWBT will record billable events, where technically feasible, and send the appropriate billing data to CLEC as outlined in Attachments 9 and 10.

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

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

5.2.13 SWBT will allow CLEC to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are

available or as may be requested by the Special Request process. When CLEC purchases Unbundled Local Switching (ULS), SWBT will provide CLEC the vertical features that the switch is equipped to provide.

5.3 Interface Requirements:

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

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

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

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

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

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

5.3.1.6 Input/Output (I/O) Port: Provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port). CLEC must have access to full functionality of the switch including but not limited to voice mail functions. The cost of a feature-specific I/O port is already included in the

feature hardware additive applied in SCIS/IN. Any other I/O ports necessary shall be priced through the Special Request Process. This means that CLEC does not pay an additional amount for an SMDI ("voice mail") port, or for the input/output port that provides report generation for PBX customers.

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

5.3.1.8 This Section Intentionally Left Blank

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

5.4 Unbundled Local Switching

5.4.1 Upon not less than sixty (60) days' written notice to CLEC, SWBT may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices within any territory (each, an "Exception Territory") with respect to which SWBT can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), SWBT has satisfied each of the following conditions:

(a) A territory shall constitute an "Exception Territory" if it constitutes the service area of SWBT offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

(b) In the Exception Territory where SWBT elects to offer the Enhanced Extended Loop (EEL) required by the UNE Remand Order. In the Exception Territory, SWBT would offer the EEL. If SWBT elects to offer the EEL, the EEL will be available to CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. SWBT may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC customer accounts involving four or more lines.

5.4.2 In determining whether SWBT may exercise its rights under this Section in any particular case, CLEC shall be obligated to disclose customer account detail similar to customer service records that SWBT provides to CLEC through pre-ordering process.

5.4.3 Nothing in this Section 5.4 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services, or serving arrangements to provide additional services to an End-User customer account with respect to which SWBT may exercise its rights under this Section.

5.5 Packet Switching

5.5.1 SWBT will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

5.5.1.1 SWBT has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

5.5.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

5.5.1.3 SWBT has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

5.5.1.4 SWBT has deployed packet switching capability for its own use.

6.0 Tandem Switching

6.1 Definition: Tandem Switching is defined as: (1) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card, (2) the basic switching function of connecting trunks to trunks; and (3) all technically feasible functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

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

6.2 Technical Requirements

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

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

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

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

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

7.0 Intentionally left blank

8.0 Interoffice Transport

The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or CLEC or third parties acting on behalf of CLEC, or between switches owned by SWBT or CLEC or third parties acting on behalf of CLEC. Interoffice Transport includes Common Transport and Dedicated Transport.

8.1 Common Transport

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

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

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

8.2 Dedicated Transport

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

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

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

8.2.1.3 SWBT will provide Dedicated Transport at the following speeds: Voice Grade (VG) (analog), DS1(1.544 Mbps), DS3(45 Mbps), OC3(155.520 Mbps) and OC12(622.080 Mbps). In addition, SWBT offers OC48(2488.320 Mbps)

bandwidth as an option for interoffice capacity. Higher speeds (e.g. OC192) will be made available to CLEC as deployed in SWBT wire centers.

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

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

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

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

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

8.2.2 Interoffice Dark Fiber

8.2.2.1 SWBT will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element under the following conditions: SWBT will offer its dark fiber to CLEC when CLEC has collocation space in a SWBT tandem or end office, but may offer it pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months' notice by SWBT. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after CLEC's initial request for dark fiber. Thereafter, within 30 days from receipt of an CLEC request for interoffice dark fiber, SWBT either will grant the request and issue an appropriate lease or deny the request and provide CLEC with a written explanation demonstrating SWBT's need to use the specific fiber requested by

CLEC within the twelve month period following CLEC's request. To exercise its right of revocation, SWBT must demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP. An LSP may not, in twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular dedicated interoffice transport segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that CLEC is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SWBT may revoke the lease agreement with CLEC and provide CLEC with sufficient alternative means of transporting the traffic. SWBT will provide CLEC with the ability to connect to interoffice dark fiber. In each SWBT tandem or end office that serves as the point of termination for each interoffice dark fiber segment, SWBT will provide CLEC an appropriate termination point on a distribution frame or its equivalent. In addition, SWBT will provide connectivity to its dark fiber in any facility where it has an existing termination point or a patch panel.

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

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

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

8.2.3 Technical Requirements For All Dedicated Transport

This Section sets forth technical requirements for all Dedicated Transport.

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

8.2.4 Digital Cross-Connect System (DCS)

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

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

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

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

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

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

8.2.4.1.1.4 Reconfiguration Charge - This charge applies per termination point per DCS each time the routing of CLEC circuit is changed. As an example, if CLEC has a circuit routing from its location "A" through two DCS offices to its location "B" and wants to reconfigure this circuit so that it is routed from "A" through two different DCS offices to location "C", four reconfiguration charges would apply. Two charges would apply for disconnecting from the original DCS offices and two charges would apply for connecting at the new DCS offices.

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

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

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

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

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

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

8.2.4.8 CLEC may use DCS to perform the following functions:

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

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

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

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

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

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

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

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

8.2.4.8.9 MACRO Command/Network Modeling - CLEC may initiate with one command, multiple two-point cross-connections. CLEC can build separate network models,

such as day-time models, night-time models, and disaster recovery models and invoke their activation or switch from one to the other.

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

8.2.4.9 Technical Specifications

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

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

9.0 Signaling Networks and Call-Related and other Databases

Signaling Networks and Call-Related Databases is the Network Element that includes Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. SWBT will provide nondiscriminatory access to databases and associated signaling pursuant to this Agreement.

9.1 Signaling Link Transport

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

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

9.1.1.2 When CLEC establishes new links, where CLEC will use existing transport to an existing SPOI, but will order a new cross-connect and port at SWBT's STP, CLEC will pay applicable rates labeled "SS7 Links Cross Connect" and "STP Port" in Appendix Pricing - UNE - Schedule of Prices. If either Party believes new links as described in this paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the

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

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

9.1.1.3.1 If either Party believes the new DS-1 transport facility as described in the previous paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new DS1 transport facility is needed, SWBT will charge CLEC the applicable charges established herein and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new facility as described in this paragraph is mutually beneficial, then SWBT will not use the new facility's links and SWBT acknowledges that CLEC may block SWBT's usage of the new facility's links.

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

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

9.1.2 Technical Requirements

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

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

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

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

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

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

9.1.5 When CLEC provides its own switching, and purchases signaling link transport, CLEC will furnish to SWBT, at the time such transport is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast will include total annual volume and busy hour month volume. SWBT will utilize the forecast in its own efforts to project future facility requirements. CLEC

will furnish such forecasts in good faith, but will not be restricted in its use of the signaling network based on such forecasts.

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

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

9.2 Signaling Transfer Points (STPs)

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

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

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

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

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

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

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

9.2.2 Technical Requirements

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

9.2.2.1.1 SWBT Local Switching or Tandem Switching;

9.2.2.1.2 SWBT Service Control Points/Call Related Databases;

9.2.2.1.3 Third-party local or tandem switching systems; and

9.2.2.1.4 Third-party-provided STPs.

9.2.2.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the SWBT STPs, and each Party will provision in accordance with these parameters where technically feasible. CLEC may specify screening parameters so as to allow transient messages to cross the SWBT SS7 Network. The Parties will identify to each other the Global Title and Translation Type information for message routing. Unless the Parties agree that the Global Title Translation is mutually beneficial, CLEC will pay a non-recurring charge when CLEC requests SWBT to add Global Title Translation Type information for message routing, in

connection with its use of unbundled signaling. These charges are identified in the Appendix Pricing UNE - Schedule of Prices as "Global Title Translation Addition". If either Party believes the new Global Title Translation would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If pursuant to the negotiations, the Parties agree that the Global Title Translation is mutually beneficial, SWBT will pay the lesser of CLEC's tariff rate, if any, or the charges identified herein.

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

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

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

9.2.3 Interface Requirements

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

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

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

9.3 Service Control Points/Call-Related Databases

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

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

9.3.2 Technical Requirements for SCPs/Call-Related Databases

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

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

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

9.3.2.4 The Parties will provide Permanent Local Number Portability (PLNP) as soon as it is technically feasible in conformance with FCC rules and the Act, will participate in development of PLNP in the state in accordance with the FCC's

First Report and Order in Docket No. 95-116, and will negotiate terms and conditions concerning access to PLNP as database requirements and plans are finalized.

9.4 Line Information Database (LIDB)

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

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

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

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

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

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

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

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

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

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

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

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

9.4.1.12 SWBT has established a LIDB database users group.

9.4.2 LIDB Validation

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

9.4.2.2 All CLEC validation queries to SWBT's LIDB will use a translation type 253 and a subsystem number in the calling party address field that is mutually agreed upon. CLEC acknowledges that such subsystem number and translation type

values are currently necessary for SWBT to properly process Validation queries to its LIDB.

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

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

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

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

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

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

9.4.2.6.3 SWBT cannot distinguish between queries from CLEC's Operator Services Position System (OSPS) as an LSP within the SWBT traditional five state serving area and queries from CLEC's OSPS as an IXC. If for any reason the rates for the LSP query and/or query transport and the rates for the IXC query and/or query transport rate diverge prior to the development of any technically feasible method

to distinguish LSP queries from IXC queries, CLEC will develop an allocation factor to distinguish the proportion of queries attributed to CLEC as an IXC and those attributed to CLEC as an LSP within the SWBT serving area. Should CLEC opt to treat all queries at the higher rate, CLEC will not be required to develop an allocation factor.

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

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

9.4.3 Ownership of Validation Information

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

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

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

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

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

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

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

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

9.4.4 LIDB Storage and Administration

9.4.4.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

9.4.4.2 General Description and Terms

9.4.4.2.1 SWBT's LIDB is connected directly to a service management system (i.e., LVAS), a database editor (i.e., LIDB Editor), and a tape load facility. Each of these facilities, processes, or systems, provide SWBT with the capability of creating, modifying, changing, or deleting, line/billing records in LIDB. SWBT's LIDB is also connected directly to an adjunct fraud monitoring system (i.e., Sleuth).

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

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

9.4.4.2.4 Defined Terms

a. "Account Owner" means a telecommunications company, including SWBT, that provides an End User's local service, and such company stores and/or Administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

b. "Administer or Administration" means, for the purpose of this Amendment, the ability of an Account Owner to create, modify, update, or delete its Line Record information in LIDB through interfaces agreed to between the Parties.

c. "Assignment Authority" means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, and "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.

d. "Billing Clearinghouse" means a billing and collection service bureau for Interexchange Carriers and other telecommunication companies which become members and wish to arrange for the billing and collection of services provided to End Users.

e. "Complete Screen" means that the Query-originator was denied access to all of the information it requested in its Query.

f. "Custom Data Element" means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, Originating Line Number Screening (OLNS), and CNAM Queries cannot retrieve custom Data Elements.

g. "Custom ID" means a unique two- to five-digit code-set assigned by a LIDB owner to each Custom Data Element stored in a LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.

h. "Data Clearinghouse" means a service bureau for companies that arrange for the collection of data from various sources to arrange for the billing and/or provisioning of services that require data from multiple sources, including LIDB.

i. "Data Element" means a Line Record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Elements depending on the type of unique identifier.

j. "Data Screening (or LIDB Data Screening)" means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

k. "Database (or Data Base)" means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information as well as the service logic that provides the transactional processing capability.

l. "GetData" means the capability of a LIDB owner to process and respond to GetData Queries as well as to create Custom Data Elements and Standard Data Elements accessible via GetData Query processing logic.

m. "GetData Query" means a specific LIDB Query-type transmitted over the CCS/SS7 network that allows a Query-originator to invoke LIDB GetData query processing logic and thereby extract data from LIDB.

n. "Level 1 Data Screening" means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, and per LIDB basis.

o. "Level 2 Data Screening" means a security capability that is Administered by a LIDB owner at the direction or request of an Account Owner or Query Originator. This capability gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, per Account Owner, and per LIDB basis.

p. "Originating Point Code (OPC)" means a 9-digit code that identifies the Service Platform from which a Query originates and to which a Response is returned.

q. "Partial Screen" means that the Query-originator, as identified in the appropriate layer of the query/message, is denied access to some of the information it requested in its Query.

r. "Service Management System (SMS)" means an off-line system used to access, create, modify, update or delete information in LIDB.

s. "Standard Data Element" means a data element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements documentation.

t. "Service Platform" means the physical platform that generates GetData Queries and is identified to LIDB by an Originating Point Code contained in the Query. A service platform may be a telephony switch, an SCP, or any other platform capable of correctly formatting and launching GetData Queries and receiving the associated Response.

u. "Terminating Point Code" means a 9-digit code that identifies the network node that will receive a Query or a Response.

9.4.4.2.4.1 GENERAL DESCRIPTION

a. From time to time, SWBT enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information. Nothing herein shall require SWBT to make any enhancements to its LIDB except at its sole discretion.

9.4.4.2.4.2 SERVICE DESCRIPTION

a. Data Screening Verification

a1. SWBT will accept CLEC requests for verification of its Level 2 Data Screening requests only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by SWBT, which the Parties agree SWBT may change from time to time.

b. LSR Process

b1. If CLEC uses the LSR Interface to administer its data, CLEC will provide complete information in its LSR to SWBT so that the LSR Interface can populate CLEC's line record completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, SWBT will populate such Data Element with SWBT-defined default information. Such default information will apply to all CLECs using the LSR Process that also omit such Standard Data Element(s). Use of default information does not relieve CLEC of its responsibility for providing SWBT complete and accurate information. In the event SWBT populates CLEC's Line Records with default information under this paragraph, SWBT will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SWBT's gross negligence or willful misconduct.

b2. CLEC will provide to SWBT during the development process to create and Administer CLEC's Custom Data Element(s) what actions the LIDB SMS will take if CLEC omits Custom Data Element information from its LSR.

c. LIDB Data Screening

c1. LIDB Data Screening is a security application that provides CLEC with the capability of allowing, denying, or limiting a Query originator's access to CLEC's data that is stored on SWBT's LIDB. CLEC can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and LIDB basis.

c2.The ability to allow or limit Query originators to access CLEC's data provides CLEC with the ability to use LIDB to create proprietary or

custom services such as proprietary calling cards or other services based upon LIDB data.

c3.SWBT will not share with CLEC the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, SWBT will work cooperatively with CLEC to implement and manage CLEC's Data Screening.

9.4.4.2.4.3 MANNER OF PROVISIONING

a. SWBT will provide to CLEC, on request, SWBT-specific documentation regarding record formatting and associated hardware requirements of the interfaces SWBT provides for LIDB data Administration when CLEC chooses to use such interfaces.

b. CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

c. In addition to any other forecast requirements contained in the Agreement, CLEC will furnish (prior to any development CLEC undertakes to create any Custom Data Element) the following forecast information:

c1.The size of the Data Element in terms of bytes;

c2.The frequency of updates on a per-Custom Data Element Basis;

c3.The number of Line Records to which the Custom Data Element will apply; and

c4.The number of monthly busy hour queries that will request the new Custom Data Element(s).

d. If SWBT, at its sole discretion, determines that it lacks adequate storage or processing capability, prior to the initial loading of CLEC information, SWBT will notify CLEC of SWBT's inability to provide the Custom Data Element until such time as SWBT gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will request such additional data storage and Administration and/or processing capability through the Bona Fide Request (BFR) process and SWBT will

have no liability to CLEC while SWBT gains such needed data storage and administration and/or processing capability.

e. CLEC will administer its data in SWBT's LIDB in such a manner that accuracy of response information and consistency of available data contained within the LIDB are not adversely impacted. CLEC's Administrative responsibility includes, but is not limited to, populating all Standard Data Elements defined for SWBT's LIDB.

f. SWBT will, at its sole discretion, allow or negotiate any access to SWBT's LIDB. CLEC does not gain any ability, by virtue of this Amendment, to determine what companies are allowed to access information in SWBT's LIDB. CLEC acknowledges that when SWBT allows an entity to access SWBT's LIDB, such Query originators will also have access to CLEC's data that is also stored in SWBT's LIDB unless CLEC otherwise invokes Level 2 Data Screening.

g. LIDB Data Screening

g1. SWBT is solely responsible for initiating, modifying, or deactivating Level 1 Data screening. CLEC is solely responsible for initiating, modifying, or deactivating Level 2 Data Screening.

g2. CLEC understands that requests to allow, deny, or limit a Query originator's access to CLEC's data will apply to the point code associated with the service platform that launches the LIDB Query. As such, all entities that Query LIDB through a single originating point code will be affected by CLEC's Level 2 Data Screening decisions regarding such Originating Point Code.

g3. CLEC will use an interface designated by SWBT to notify SWBT of CLEC's Level 2 Data Screening requests. SWBT will accept such blocking requests from CLEC only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by SWBT. CLEC will provide such Level 2 Data Screening requests according to time frames set forth in SWBT's operating procedures, which the Parties agree SWBT may change from time to time at its sole discretion. SWBT shall not be responsible for any claims related to untimely or incorrect blocking requests.

g4. CLEC will administer its LIDB Data Screening Requests according to methods and procedures developed by SWBT, which the Parties

agree SWBT may change from time to time at its sole discretion. The Parties will work cooperatively to administer CLEC's Level 2 Data Screening in a timely and efficient manner.

g5. If an entity with appropriate jurisdictional authority determines that SWBT cannot offer Level 2 Data Screening and/or determines that SWBT cannot comply with CLEC's request for Level 2 Data Screening, the Parties agree that SWBT will not abide by CLEC's requests for such Data Screening and SWBT will not have any liability to CLEC for not providing such Data Screening.

g6. If CLEC, or CLEC's affiliate(s), also originates queries to SWBT's LIDB and CLEC and/or CLEC's affiliate(s) has obtained a ruling from a regulatory or judicial entity having appropriate authority, that its Queries cannot be screened from the data of any or all Account Owner(s) in SWBT's LIDB, CLEC may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If CLEC has already obtained Level 2 Data Screening prior to its or its affiliate obtaining such regulatory or judicial ban, the Parties agree that SWBT can remove any prior Level 2 Data Screening requests that CLEC has made in accordance with such jurisdictional or regulatory directive.

g7. CLEC understands that LIDB Data Screening is a capability of a LIDB and can apply only to CNAM information when such information is part of a LIDB rather than a stand-alone CNAM Database.

g8. CLEC understands that decisions to limit or deny its data to Query originators might result in denial of service or impairment of service to its End Users when such End Users attempt to use services provided by the Query originator and those services rely on LIDB data.

g9. CLEC is responsible for resolving all disputes regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. CLEC agrees that, based upon a request from a Query originator, SWBT will identify to such Query originator the presence of Level 2 Data Screening.

g10. CLEC understands that SWBT may offer a reverse form of LIDB Data Screening to Query originators that allow such originators to

limit or deny the data they receive from SWBT's LIDB on an Account Owner basis. CLEC further understands that where available, SWBT will honor such requests from Query originators.

h. Custom Data Elements

h1. The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line Records as set forth following:

h2. SWBT will establish all Assignment Authorities and Custom IDs for all Account Owners for all Custom Data Elements.

h3. The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.

h4. CLEC will confirm to SWBT's SMS administrators that CLEC has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements CLEC requests to create. SWBT will, upon request, work with CLEC to recommend processes and procedures that may assist CLEC in its efforts. To the extent that any new process or procedure will result in changes to SWBT's SMS or its interfaces, including the LSR process, such changes will be done pursuant to the BFR Process.

h5. Requests to create Custom Data Elements that require the addition of hardware and/or software on SWBT's LIDB and/or LIDB SMS will be provided pursuant to the BFR Process.

h6. CLEC will abide by SWBT methods and procedures for creating Custom Data Elements.

h7. CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.

h8. If CLEC uses the LSR Process to administer its data and CLEC requests creation of Custom Data Elements, CLEC is responsible for initiating, through Change Management, the needed changes to the LSR and Operations Support Systems that are needed, including audit processes, to support such data administration. All such changes will be made pursuant to the BFR Process.

h9. The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. CLEC will not ask for, and SWBT will not provide, CLEC with a list of other Account Owners' Custom Data Elements.

h10. CLEC is responsible for identifying to SWBT, through a process or procedure established by SWBT, what Originating Point Codes are allowed and/or not allowed, to access CLEC's Custom Data Elements.

h11. CLEC will not create a Custom Data Element when a Standard Data Element has already been deployed on SWBT's LIDB. If CLEC has created a Custom Data Element and a Standard Data Element is subsequently deployed on SWBT's LIDB for the same Data Element, CLEC will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

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

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

9.4.4.2.7 To the extent that CLEC stores its own Validation information in a database other than SWBT's, such information will be made available to SWBT through an industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between SWBT and the database provider. SWBT agrees to negotiate in good faith to reach such an agreement. If SWBT is unable or chooses not to enter into an agreement with a database provider, CLEC acknowledges that such CLEC validation information will be unavailable to any customer including CLEC served by SWBT OS platforms.

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

9.4.4.3 Line Validation Administration System (LVAS)

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

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

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

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

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

9.4.4.4 Service Order Entry Interface

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

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

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

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

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

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

9.4.4.5 Interactive Interface

9.4.4.5.1 The Interactive Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its line/billing records, CLEC can perform all of the data administration tasks SWBT's LIDB DBAC personnel can perform on SWBT's own line/billing records.

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

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

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

9.4.4.6 Tape Load Facility Interface

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

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

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

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

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

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

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

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

9.4.4.7 LIDB Editor Interface

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

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

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

9.4.5 Audits

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

9.4.5.1 LIDB Audit

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

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

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

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

9.4.5.2 Billing System Audit

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

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

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

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

9.4.5.2.4.1 Scheduled Audits:

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

9.4.5.2.4.2 Unscheduled Audits:

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

9.4.6 Sleuth

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

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

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

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

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

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

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

9.4.7 Technical Requirements

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

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

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

9.5 CNAM Service Query

9.5.1 Definitions

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

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

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

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

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

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

9.5.2 Description of Service

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

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

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

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

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

9.5.2.4.2 SWBT will notify CLEC of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice CLEC will advise SWBT whether CLEC elects to pay the higher rate (e.g., assume all queries are LSP or

non LSP driven, whichever is higher) or elects to develop an allocation factor. CLEC will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after CLEC notifies SWBT of its intent to develop a factor. A true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days.

9.5.3 Ownership of the Calling Name Information

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

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

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

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

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

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

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

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

9.5.3.8 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable.

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

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

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

9.6 Toll Free Number Database

9.6.1 SWBT's 800 database receives updates processed from the national Service Management System (SMS). Customer records in the SMS are created or modified by entities known as Responsible Organizations (RespOrg) who obtain access to the SMS via the 800 Service Management System, Tariff F.C.C. No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established

RespOrg. The services of a RespOrg includes creating and updating 800 records in the SMS to download in the 800 database(s). SWBT does not, either through a tariff or contract, provide RespOrg service.

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

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

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

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

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

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

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

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

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

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

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

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

9.6.11 SWBT provides access to the Toll Free Calling Database (TFCDB) as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its

Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's TFCDB for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for 800 database services.

9.7 AIN Call Related Database

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

9.7.2 SWBT will provide CLEC access to the SWBT's Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself, providing that security arrangements can be made. CLEC requests to use the SWBT SCE will be subject to request and review procedures to be agreed upon by the Parties.

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

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

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

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

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

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

10.0 Operations Support Systems Functions

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

10.2 SWBT will provide CLEC access to its Operations Support Systems Functions through the electronic interfaces provided for in Attachment 7 (Pre-Ordering, Ordering, and Provisioning - UNE), Attachment 8 (Maintenance - UNE), Attachment 9 (Connectivity Billing and Recording - UNE), and Attachment 10 (Customer Usage Data - UNE), on the terms and conditions set forth in those Attachments. CLEC will pay the prices reflected on Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".

11.0 Cross-connects

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

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

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

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

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

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

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

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

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

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

12.0 Additional Requirements Applicable to Unbundled Network Elements

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

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

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

12.2 Synchronization

12.2.1 Definition:

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

12.2.2 Technical Requirements

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

12.3 Co-operative Testing

12.3.1 Upon request, at Time and Materials charges as shown on Appendix Pricing UNE - Schedule of Prices, SWBT will provide to CLEC cooperative testing to test any network element provided by SWBT and to test the overall functionality of network elements provided by SWBT that are connected to one another or to equipment or facilities provided or leased by CLEC, to the extent SWBT has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that SWBT is required to provide for unbundled Network Elements under Attachment 6 or Attachment 8.

13.0 Pricing

13.1 Price Schedules

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

14.0 Additional Provisions

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

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

14.2 SWBT will, except as provided elsewhere in Section 14, provide combinations of network elements to CLEC consistent with SWBT's obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, SWBT will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Attachment 7, sections 6.12 and 6.12.1. For new UNE combinations that are not within the above-referenced definition of "Contiguous Network Interconnection of Network Elements" and that require manual work by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, the applicable recurring and nonrecurring charges will apply, together with the Central Office Access Charge as shown in Appendix Schedule of Pricing-UNE. Such combinations may be referred to elsewhere in this Agreement as "new" combinations.

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

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

14.3.1 If the FCC or the Missouri Public Service Commission determines after this Agreement is executed by the Parties or has determined before this Agreement is executed by the Parties that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SWBT may set the price of such network element(s) at a market level for the applicable areas. SWBT will provide 60 days notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to CLEC that the

FCC or the Missouri Public Service Commission has made such a determination. SWBT will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to CLEC. Existing nonrecurring prices will apply to any UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by SWBT. A market price set by SWBT pursuant to this paragraph will not be subject to review, approval or disapproval by the Missouri PSC.

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

14.3.3 In those SWBT central offices where there are four (4) or more CLECs collocated for which SWBT has provided UNEs, SWBT may elect to not combine UNEs that are not already combined in that central office, i.e., "new" combinations as defined in section 14.2. In that event, SWBT will request that CLEC provide a one (1) year forecast of its expected demand for UNEs in that central office which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast, SWBT will construct a secured frame room in the central office or, if space is not available, external cross connect cabinet until space becomes available in the central office at no additional cost to CLEC where CLEC may combine UNEs. If CLEC submits such a forecast, SWBT will continue to combine UNEs until the secured frame room or external cross connect cabinet is made available to CLEC. However, if at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet CLEC's forecasted demand for UNEs to be combined through use of these arrangements due to a lack of capacity, SWBT will resume combining UNEs for CLEC on new combination orders until capacity can be provided. If CLEC fails to submit such a

forecast, SWBT will no longer combine UNEs that are not already combined. CLEC can access the secured frame or the external cross-connect cabinet without having to collocate.

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

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

14.3.3.3 A CLEC may order multiple elements on a single LSR for combining at the secured frame or external cabinet, in accordance with the terms and conditions for ordering and provisioning of UNEs as set out in Attachment 7, Ordering and Provisioning Unbundled Network Elements.

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

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

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

14.4.1 If the FCC or the Commission determines that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SWBT may set the price of such network element(s) at a market level for the applicable areas. SWBT will provide 60 days notice (in accordance with

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

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

14.5 To the extent the Commission by arbitration, authorizes new unbundled network elements, SWBT will provide such elements, consistent with the terms of this Section, to CLEC. If the Commission-approved unbundled network element is operational, CLEC may obtain the unbundled network element through the Commission's 252(i) process or through the expedited special request procedure set out in section 2.22.11. If the Commission-approved unbundled network element is not operational at the time it is approved by the Commission in an arbitration, the availability date shall comply with the availability date established in the implementation schedule in effect under that interconnection agreement, and shall not be less than ten days. If the availability date in

the interconnection agreement has passed the new unbundled network element is considered operational. If the FCC has authorized a new unbundled network element that the Commission has not previously ordered in an interconnection agreement, SWBT will provide CLEC with a proposed statement of terms and conditions, including prices, for access to any new element within thirty days of CLEC's request after the FCC ruling authorizing access to the new element. If SWBT and CLEC have not agreed on terms and conditions of access to the new element within forty-five days thereafter, either party may take the matter to the Commission for dispute resolution. If the FCC ruling authorizing access to the new element prescribes a different procedure for establishing terms and conditions of access, that procedure will govern.

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

14.7 Enhanced Extended Loop (EEL)

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

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

14.7.2 The dedicated transport facility will extend from CLEC customer's SWBT serving wire center to either CLEC's collocation cage in a different SWBT central office (in which case, no dedicated transport entrance facility is necessary) or to CLEC's point of access through a dedicated transport entrance facility. CLECs must order the dedicated transport facility, with any necessary multiplexing, from CLEC's collocation cage or CLEC's switch location to the wire center serving CLEC's end user customer. CLEC will order each loop as needed and provide SWBT with the Channel Facility Assignment (CFA) to the dedicated transport. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as

any necessary multiplexing, ordering and provisioning will be pursuant to the ordering and provisioning terms and conditions for UNEs as set out in Attachment 7 of this Agreement. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, maintenance will be pursuant to the maintenance terms and conditions for UNEs as set out in Attachment 8 of this Agreement. SWBT will implement electronic ordering of EELs as specified in Attachment 7, Section 1.4.

14.7.3 Alternatively, CLEC may cross-connect unbundled loops with the unbundled dedicated transport facilities in its physical collocation space utilizing its own equipment or through the secured frame room in the central office, or if space is not available, in an external cross-connect cabinet until space becomes available in the central office. The restrictions on loop and transport facility type, and on CLEC services to be provided over the extended loop, that are contained in Section 14.7.1 regarding SWBT-combined EELs do not apply to the combinations assembled by CLECs under this subsection 14.7.3. CLEC can access the secured frame or the external cross connect cabinet without having to collocate. If CLEC elects the secured frame or cabinet option, CLEC will provide a rolling 12 month forecast, updated every six (6) months, of its expected demand for unbundled loops to be connected with the unbundled dedicated transport facilities in each central office in which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast for a given central office, SWBT will construct, at no additional cost to CLEC, a secured frame room in the central office, or, if space is not available, external cross connect cabinet until space becomes available in the central office, where CLEC may combine unbundled loops with the unbundled dedicated transport facilities. There will be no additional charge to the CLEC for SWBT extending loop and transport elements to the secured frame or cabinet. If CLEC submits such a forecast, SWBT will temporarily combine unbundled loops with the unbundled dedicated transport facilities until the secured frame room or external cross connect cabinet is made available to CLEC. When the secured frame room or external cross connect cabinet is made available, CLEC will, within ninety (90) days after providing a forecast for a particular central office or thirty (30) days after receiving appropriate terminal assignment information to place connections on the secured frame, whichever is later, replace the temporary connections made by SWBT, effectively half-tapping the existing temporary connections so that the temporary connection can be removed without interrupting the end user's service. When notified by CLEC that its connections are complete within the period described above, SWBT will remove its temporary connections. If CLEC fails to notify SWBT that it has placed its connections on the secured frame during that period, SWBT will charge CLEC the applicable special access recurring and nonrecurring rates, in lieu of the UNE rates. Such special access charges shall be retroactive to the date SWBT began combining the UNEs for CLEC pursuant to this paragraph. If at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet CLEC's forecasted demand for use of

these arrangements due to a lack of capacity, SWBT will again temporarily combine unbundled loops with the unbundled dedicated transport facilities as an interim arrangement for CLEC until capacity can be provided. When capacity is made available, temporary connections performed by SWBT will be removed as described above. If a CLEC is located at an external cross connect cabinet because SWBT ran out of space in a central office, once there is additional space available in the central office, and a CLEC requests to move to the secured frame room, there will be no charge to the CLEC for moving. Such move shall be coordinated to minimize service disruption to the customer.

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

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

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

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

14.8 For purposes of this Section and, for the time period(s) specified in this Section, SWBT agrees to waive the right to assert that it need not provide pursuant to the "necessary and impair" standards of Section 251(d)(2) of Title 47, United States Code, a network element now available under the terms of this Agreement and/or its rights with regard to the combination of any such network elements that are not already assembled. Except as provided in Section 14.5 above, CLEC agrees that the UNE provisions of this Agreement

are non-severable and "legitimately related" for purposes of Section 252(i) of Title 47, United States Code. Accordingly, CLEC agrees to take the UNE provisions of this Agreement in their entirety, without change, alteration or modification, waiving its rights to "pick and choose" UNE provisions from other agreements under Section 252(i) of Title 47, United States Code. This mutual waiver of rights by the Parties will constitute additional consideration for the Agreement.

14.9 SWBT will reconfigure existing qualifying special access services terminating at a collocation arrangement to combinations of unbundled loop and transport but only in accordance with the requirements of the FTA, applicable FCC rules and the Supplemental Order released by the FCC on November 24, 1999 In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370). SWBT's processes to do so in accordance with those requirements are set forth on the SBC CLEC web site.