

ATTACHMENT 6: **LAWFUL** UNBUNDLED NETWORK ELEMENTS  
(POST USTA II)

1.0 Introduction

- 1.1 This Attachment 6 sets forth the minimum set of Unbundled Network Elements and Combinations of Unbundled Network Elements ("Combinations") that SBC MISSOURI agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act, the applicable FCC rules, and other applicable laws ("Unbundled Network Elements" or "UNEs"). The attached Temporary Rider ("Rider") concerning certain unbundled elements sets forth transitional provisions for Network Elements that the FCC, in the Triennial Review Order, CC Docket Nos. 01-338, 96-9, 98-147 (August 2003) (the "TRO"), and in the Triennial Review Remand Order, CC Docket 01-338 (February 2005) (the "TRRO"), has determined no longer must be made available pursuant to 251(c)(3) of the Act or applicable FCC rules ("Declassified Network Elements" or "Declassified Transitional Network Elements"). The specific terms and conditions that apply to the Network Elements and Combinations are described below. The price for each Unbundled Network Element and each Combination is set forth in Attachment 30, Pricing Schedule, of this Agreement. The terms, conditions and charges for Declassified Network Elements and Transitional Declassified Network Elements are described in the attached Rider. For purposes of this Agreement, the term Network Element shall include Unbundled Network Elements, Declassified Network Elements and Declassified Transitional Network Elements, as applicable.
- 1.2 SBC MISSOURI shall price each Unbundled Network Element separately, and shall offer each Unbundled Network Element individually, and in any technically feasible combination with any other Unbundled Network Element, service or functionality. In no event shall SBC MISSOURI require AT&T to purchase any Unbundled Network Element in conjunction with any other service or element. SBC MISSOURI shall place no use restrictions or other limiting conditions on Unbundled Network Elements and Combinations purchased by AT&T under the terms of this Agreement beyond those explicitly detailed in 47 CFR 51.309, 51.318, and 51.319 as set forth herein. Although AT&T may not use Unbundled Network Elements (or combinations thereof) for the exclusive provision of non-telecommunications services (e.g. information services), AT&T may use such UNEs to provide non-telecommunications services, when they are also used to provide telecommunications services.
- 1.3-1.5 Intentionally left blank.
- 1.6 Subject to Section 1.1 of the General Terms and Conditions of this Agreement, SBC MISSOURI shall provide Unbundled Network Elements under the following terms and conditions in this Attachment UNE.
- 1.7 For purposes of this Section, the terms "Wire Center", "Business Lines" and "Fiber Based Collocator" shall have the meanings set forth set forth in 47 CFR Section 51.5.
- 1.7.2.7 The Wire Center List

- 1.7.2.7.1 SBC MISSOURI Wire Centers that SBC MISSOURI asserts currently meets the above Wire Center criteria for loops and transport (including Dark Fiber Transport) are attached as Appendix \*\*\* (Wire Center List). If the Wire Center List has not been independently verified by the state commission, the individual Wire Centers/routes listed are subject to challenge by AT&T: (i) when it submits a request for conversions of special access facilities to a UNE or EEL; (ii) when it submits a request for new Transport or Loop UNEs; or (iii) when it receives a bill assessing transitional rates for a particular Loop or Transport UNE if AT&T asserts the charge is based upon an incorrect designation of a Wire Center.
- 1.7.2.7.2 If a state verification process finds that the attached Wire Center List is in error, the Wire Center List shall be amended consistent with those findings. If the Wire Center List has not been independently verified by the state commission and SBC MISSOURI disagrees with any specific AT&T challenges to the Wire Center List, such disputes shall be resolved by the Commission. If the attached Wire Center List is determined to be in error by the Commission, the Wire Center List shall be amended consistent with that resolution.
- 1.7.2.7.3 Except for any corrections to the Wire Center List as a result of either state verification or AT&T challenges, SBC MISSOURI Wire Center List may not be changed from the attached list for the term of this Agreement.
- 1.7.2.7.4 After March 11, 2005, for requests for new Unbundled Loops or Unbundled Dedicated Interoffice Transport, ordered either individually or as part of a combination or conversion request, AT&T shall engage in a reasonably diligent inquiry as to the status of the requested Unbundled Network Element and based on that inquiry, self certify (by letter) that to the best of AT&T's knowledge, the request is consistent with the requirements set forth in the TRRO. Upon receipt of such a request, SBC MISSOURI must, even if it challenges the request, immediately process AT&T's request. Any SBC MISSOURI challenges to AT&T's requests must be resolved via the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement. Any submission that is consistent with SBC MISSOURI's list attached as Appendix \*\*\* need only reference that fact to be accepted as a reasonably diligent inquiry pursuant to this Section. If the Wire Center List has been independently verified by the state commission, all AT&T requests for unbundled access associated with Unbundled Loops and Unbundled Transport shall be consistent with that list.

## **1.7 Lawful UNEs and Declassification.**

- 1.7.1 This Agreement sets forth the terms and conditions pursuant to which SBC MISSOURI will provide AT&T with access to unbundled network elements under Section 251(c)(3) of the Act in SBC MISSOURI's incumbent local exchange areas for the provision of Telecommunications Services by AT&T; provided, however, that notwithstanding any other provision of the Agreement, SBC MISSOURI shall be**

Underline language proposed by AT&T and opposed by SBC MISSOURI.  
**Bold language proposed by SBC MISSOURI and opposed by AT&T.**

obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that SBC MISSOURI is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."

1.7.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "Declassified."

1.7.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.

1.7.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 1.7.1.2. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Attachment Lawful UNE, it is the Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Attachment, Schedule or in the Pricing Appendix.

1.7.1.4 By way of example only, if terms and conditions of this Agreement state that SBC MISSOURI is required to provide a Lawful UNE or Lawful UNE combination and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then SBC MISSOURI shall not be obligated to provide the item under

this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.

- 1.7.2 Nothing contained in the Agreement shall be deemed to constitute consent by SBC MISSOURI that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that SBC MISSOURI is required to provide to AT&T alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.
- 1.7.3 The preceding includes without limitation that SBC MISSOURI shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving SBC MISSOURI network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.
- 1.7.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 1.7.5, below, shall govern.
- 1.7.5 Transition Procedure for Elements that are Declassified during the Term of the Agreement.
  - 1.7.5.1 The procedure set forth in Section 1.7.5.1 does not apply to the Declassification events described in Sections XXXXX and XXX, which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable "caps" are met, or where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC's TRO Remand Order.
  - 1.7.5.2 SBC MISSOURI shall only be obligated to provide Lawful UNEs under this Agreement. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE, such element is no longer required to be provided under this Agreement and AT&T shall cease ordering such element(s) under this Agreement, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC MISSOURI will provide written notice to AT&T of the Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of

thirty (30) days from the date of such notice, SBC MISSOURI agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, AT&T will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Lawful UNE in the SBC MISSOURI notice letter referenced in this Section 1.7.5. SBC MISSOURI reserves the right to audit AT&T orders transmitted to SBC MISSOURI and to the extent that AT&T has processed orders and such orders are provisioned after this 30-day transitional period, such elements are still subject to this Section 1.7.5, including the options set forth in (a) and (b) below, and SBC MISSOURI's rights of discontinuance or conversion in the event the options are not accomplished. During such 30-day transitional period, the following options are available to AT&T with regard to the element(s) identified in the SBC MISSOURI notice, including the combination or other arrangement in which the element(s) were previously provided:

- (a) AT&T may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or
- (b) SBC MISSOURI and AT&T may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.

Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless AT&T has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and if AT&T and SBC MISSOURI have failed to reach agreement, under (b), above, as to a substitute service arrangement or element, then SBC MISSOURI may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.

1.7.5.3 The provisions set forth in this Section 1.7.5 "Transition Period" are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 1.7.5 "Transition Period" to be implemented or effective as provided above. Further, Section 1.7.5 "Transition Period" governs the situation where an unbundled network element or Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 1.7.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

1.7.5.4 Notwithstanding anything in this Agreement or in any Amendment, SBC MISSOURI shall have no obligation to provide, and AT&T is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a Lawful UNE. The preceding includes without limitation that SBC MISSOURI shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC MISSOURI network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.

## 2.0 General Terms and Conditions

### 2.1 Conditions for Access to UNEs

2.1.1 As conditions to accessing and using any UNE (whether on a stand-alone basis or in combination with other UNEs, with a network element possessed by AT&T, or pursuant to Commingling), AT&T must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service Section (Section 251(c)(3) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to Lawful UNEs. AT&T hereby represents and warrants that it is a telecommunications carrier and that it will notify SBC MISSOURI immediately in writing if it ceases to be a telecommunications carrier. Failure to so notify SBC MISSOURI shall constitute material breach of this Agreement.

2.1.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by AT&T, or otherwise) to provide service to AT&T or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.

2.1.1.2 By way of further example, Pursuant to rule 51.309 (b), AT&T may not access Lawful UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).

2.1.1.3 AT&T must be a telecommunications carrier. AT&T hereby represents and warrants that it is a telecommunications carrier and that it will notify SBC MISSOURI immediately in writing if it ceases to be a telecommunications carrier. Failure to so notify SBC MISSOURI shall constitute material breach of this Agreement.

2.1.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (Lawful or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.

- 2.2 SBC MISSOURI will permit AT&T to designate any point at which it wishes to connect AT&T's facilities or facilities provided by a third party on behalf of AT&T with SBC MISSOURI's network for access to unbundled Network Elements for the provision by AT&T of a telecommunications service. If the point designated by AT&T is technically feasible, SBC MISSOURI will make the requested connection.
- 2.3 At the request of AT&T, SBC MISSOURI shall provide Unbundled Network Elements to AT&T in a manner that allows AT&T to combine those Unbundled Network Elements to provide a telecommunications service. Subject to the provisions hereof and at the request of AT&T, SBC MISSOURI shall also provide AT&T with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in SBC MISSOURI's network, and include those combinations that are actually connected but for which dial tone is not currently being provided.
- 2.4 AT&T may combine any Unbundled Network Element with any other **Unbundled Network Element, facility, service, or functionality without restriction, except as delineated in this agreement.** SBC MISSOURI shall permit AT&T to combine any unbundled network element or unbundled network elements provided by SBC MISSOURI (i) with one or more other network elements, (ii) with other services (including access services) obtained from SBC MISSOURI, or (iii) with compatible network components or services provided by AT&T or third parties to AT&T to provide telecommunications services.
- 2.5 **SBC MISSOURI will provide unbundled Network Elements as outlined in this attachment where spare facilities exist in SBC MISSOURI's network at the time of AT&T's request. Though SBC MISSOURI will not construct new facilities, SBC MISSOURI is willing to consider modifications to its network as may be required by the Act to make spare facilities available to AT&T for unbundled Network Element orders. If spare facilities are not available, AT&T may request the facilities via the Bona Fide Request process described below.**
- 2.6 AT&T may use one or more Unbundled Network Elements to provide any technically feasible feature, function, or capability that such Unbundled Network Element(s) may provide.
- 2.7 SBC MISSOURI will provide AT&T nondiscriminatory access to the unbundled Network Elements provided for in this Attachment, including combinations of Unbundled Network Elements, subject to the terms and conditions of this Attachment. AT&T 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. SBC MISSOURI will allow AT&T to order each Unbundled Network Element individually or in combination with any other Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit AT&T to combine such Unbundled Network Elements with other Network Elements obtained from SBC MISSOURI or with network components provided by itself or by third parties to provide telecommunications services to its **end user** 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 SBC MISSOURI's network. Any request by AT&T for SBC MISSOURI to provide a type of connection between Unbundled Network Elements that is not currently being utilized in the SBC

MISSOURI network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 2.28.

- 2.7.1 When AT&T orders Unbundled Network Elements in combination, subject to the terms and conditions of this Attachment, and identifies to SBC MISSOURI the type of telecommunications service it intends to deliver to its end user customer through that combination (e.g., POTS, ISDN), SBC MISSOURI will provide the requested Unbundled Network 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 SBC MISSOURI provides through its own network to its local exchange service customers receiving equivalent service, unless AT&T requests a lesser or greater quality of performance through the BFR process. Unbundled Network element combinations provided to AT&T by SBC MISSOURI will meet all performance criteria and measurements that SBC MISSOURI achieves when providing equivalent end user service to its local exchange service customers (e.g., POTS, ISDN).
- 2.8 For each Unbundled Network Element, to the extent appropriate, SBC MISSOURI will provide a demarcation point and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SBC MISSOURI provides contiguous Unbundled Network Elements to AT&T, SBC MISSOURI will provide the existing interconnections, which may be intermediate connections without demarcation points, or demarcation points at the ends where the combination is handed off to AT&T.
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- 2.10 Conversion of Wholesale Services to UNEs
- 2.10.1 **Upon request, SBC MISSOURI shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to AT&T under terms and conditions set forth in this Attachment, so long as the AT&T and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)**
- 2.10.2 Where processes for the conversion requested pursuant to this Agreement are not already in place, SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Upon development of such methods and process, SBC MISSOURI shall process expeditiously all conversions requested by AT&T without adversely affecting the service quality perceived by AT&T's end user customer.
- 2.10.3 For UNE conversion orders for which SBC MISSOURI has either a) not developed a process or b) developed a process that falls out for manual handling, SBC MISSOURI will charge AT&T the Electronic Service Order (Flow Thru) Record Simple charge for processing AT&T's orders until such process has been developed and AT&T agrees to immediately use the electronic process. Then SBC MISSOURI may charge the applicable service order charges and record change charges.



- 2.10.4 This Section 2.10 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of UNEs offered or otherwise provided for in this Attachment.
- 2.10.5 Except as otherwise provided hereunder, SBC MISSOURI shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time in connection with any conversion between a wholesale service or a group of wholesale services and a **Lawful** UNE or combination of **Lawful** UNEs. Any conversion to another service arrangement shall be provided in a seamless manner without any customer disruption or adverse effects to service quality. When the conversion is to an analogous access service or alternative service arrangements, SBC MISSOURI shall permit AT&T to request the conversions using a single request. SBC MISSOURI shall not assess AT&T any non-recurring charges for such conversions.
- 2.10.6 **If AT&T does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, AT&T shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent AT&T fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), SBC MISSOURI may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to AT&T.**
- 2.10.6.1 This Section 2.16.6 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an SBC MISSOURI service.
- 2.10.6.2 SBC MISSOURI may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.
- 2.10.6.3 In requesting a conversion of an SBC MISSOURI service, AT&T must follow the guidelines and ordering requirements provided by SBC MISSOURI that are applicable to converting the particular SBC MISSOURI service sought to be converted.
- 2.10.6.4 Nothing contained in this Attachment or Agreement provides AT&T with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC MISSOURI's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

2.11 Commingling

- 2.11.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that AT&T has obtained at

Underline language proposed by AT&T and opposed by SBC MISSOURI.  
**Bold language proposed by SBC MISSOURI and opposed by AT&T.**

wholesale from SBC MISSOURI, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services. "Commingling" means the act of commingling.

- 2.11.1.1 "Commingled Arrangement" means the arrangement created by Commingling.
- 2.11.1.2 **Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an SBC MISSOURI offering pursuant to 47 U.S.C. § 271 that is not a UNE under 47 U.S.C. § 251(c)(3).**
- 2.11.1.3 Commingling is not permitted, nor is SBC MISSOURI required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or **(ii) would impair SBC MISSOURI's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place SBC MISSOURI at a disadvantage in operating its own network; or (ii)(iv) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC MISSOURI's network.**
- 2.11.1.4 **Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. For commingling orders pursuant to the FCC Triennial Review Order but which SBC MISSOURI has either a) not developed a process or b) developed a process that falls out for manual handling, SBC MISSOURI will charge AT&T the Electronic Service Order (Flow Thru) Record Simple charge for processing AT&T's order.**
- 2.11.1.5 **Any commingling obligation is limited solely to commingling of one or more facilities or services that AT&T has obtained at wholesale from SBC MISSOURI with Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that SBC might offer pursuant to Section 271 of the Act.**
- 2.11.2 Except as provided in 47 CFR 51.318 Section 2 and, further, subject to the other provisions of this Agreement, SBC MISSOURI shall permit AT&T to Commingle a UNE or a combination of UNEs, with facilities or services obtained at wholesale from SBC MISSOURI to the extent required by FCC or Public Service Commission of MISSOURI rules and orders and judicial orders.
- 2.11.3 Upon request, and except as provided in 47 CFR 51.318 Section 2, SBC MISSOURI shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that AT&T has obtained at wholesale from SBC MISSOURI (as well as requests where AT&T also wants SBC MISSOURI to complete the actual Commingling). **except that SBC MISSOURI shall have no obligation to perform the**

functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 2.11.3 applies to the Commingled Arrangement sought by AT&T; or (ii) AT&T is able to perform those functions itself. Where AT&T is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, SBC MISSOURI's obligation to commingle ceases if SBC MISSOURI informs AT&T of such need to Commingle.

**2.11.3.1** For purposes of Section 2.11.3 and without limiting other instances in which AT&T may be able to Commingle for itself, AT&T is deemed able to Commingle for itself when the UNE(s), UNE combination, and facilities or services obtained at wholesale from SBC MISSOURI are available to AT&T, including without limitation:

**2.11.3.1.1** at an SBC MISSOURI premises where AT&T is physically collocated or has an on-site adjacent collocation arrangement;

**2.11.3.2** Section 2.11.3(i) shall only begin to apply thirty (30) days after notice by SBC MISSOURI to AT&T. Thereafter, SBC MISSOURI may invoke Section 2.11.3(i) with respect to any request for Commingling.

2.11.4 In accordance with and subject to the provisions of this Section 2.11, any request by AT&T for SBC MISSOURI to perform the functions necessary to Commingle (as well as requests where AT&T also wants SBC MISSOURI to complete the actual Commingling), shall be made by AT&T in accordance with this Attachment.

**2.11.4.1** SBC MISSOURI is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC On-line." Once that list is included in the CLEC Handbook or posted, whichever is earlier, AT&T will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.

**2.11.4.2** Any AT&T request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, AT&T must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that AT&T has obtained at wholesale from SBC MISSOURI sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.

**2.11.4.3** In addition to any other applicable charges, AT&T shall be charged a reasonable fee for any Commingling work done by SBC MISSOURI under this Section 2.11 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the Appendix Pricing. SBC MISSOURI's Preliminary Analysis to the BFR

shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which AT&T requests SBC MISSOURI to perform work not required by this Section 2.11.4, AT&T shall be charged a market-based rate for any such work.

- 2.11.5 SBC MISSOURI shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement. As a general matter, “ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. SBC MISSOURI shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element and for such facilities and services on a facility-by-facility, service-by-service basis.
- 2.11.6 **Nothing in this Agreement shall impose any obligation on SBC MISSOURI to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC. The preceding includes without limitation that SBC MISSOURI shall not be obligated to Commingle network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. If AT&T does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria, including Statutory Conditions for a particular UNE involved or to be involved in a Commingled Arrangement, AT&T shall not request such Commingled Arrangement or continue using such Commingled Arrangement.**
- 2.11.7 In the event that Commingling involves SBC MISSOURI performing the functions necessary to combine UNEs (e.g., make a new combination of UNEs), and including making the actual UNE combination, then Section 2.12 shall govern with respect to that UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.11.8 Subject to this 2.11, SBC MISSOURI shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:
- 2.11.8.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC MISSOURI.
- 2.11.9 **Commingling in its entirety (including its definition, the ability of AT&T to Commingle, SBC MISSOURI’s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass SBC MISSOURI offerings pursuant to 47 U.S.C. § 271 that are not UNEs under 47 U.S.C. § 251(c)(3).**

2.12 **Mandatory Eligibility Criteria for Access to Certain Lawful UNEs**

- 2.12.1 **Except as provided below in this Section 2.12 or elsewhere in the Agreement and subject to this Section and Section 2.11, Conversion of Wholesale Services to UNEs, of this Attachment, SBC MISSOURI shall provide access to UNEs and**

Underline language proposed by AT&T and opposed by SBC MISSOURI.  
**Bold language proposed by SBC MISSOURI and opposed by AT&T.**

combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

2.12.1.1 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). **An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.12.3 of this Attachment (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).**

2.12.2 SBC MISSOURI is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the “Included Arrangements”), unless AT&T certifies that all of the following conditions are met with respect to the arrangement being sought:

2.12.2.1 AT&T (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

2.12.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

2.12.2.2.1 Each circuit to be provided to each customer **End User** will be assigned a local telephone number **(NPA-NXX-XXXX) that is associated with local service provided within an SBC MISSOURI local service area and within the LATA where the circuit is located (“Local Telephone Number”)**, prior to the provision of service over that circuit (and for each circuit, AT&T will provide the corresponding Local Telephone Number(s) as part of the required certification); and

2.12.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

- 2.12.2.2.3 Each circuit to be provided to each customer **End User** will have 911 or E911 capability prior to the provision of service over that circuit; and
- 2.12.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.12.3 of this Attachment **Lawful** UNE; and
- 2.12.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.12.4 of this Attachment **Lawful** UNE; and
- 2.12.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, AT&T will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.12.4 of this Attachment; and
- 2.12.2.2.7 Each circuit to be provided to each customer **End User** will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC MISSOURI shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by AT&T, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.12.3 of this Attachment **Lawful** UNE. Section 2.12.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.12.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

- 2.12.3 A collocation arrangement meets the requirements of Section 2.12 of this Attachment **Lawful** UNE if it is:
  - 2.12.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC MISSOURI's premises within the same LATA as the End User's premises, when SBC MISSOURI is not the collocator; or
  - 2.12.3.2 Located at a third party's premises within the same LATA as the End User's premises, when SBC MISSOURI is the collocator.
- 2.12.4 An interconnection trunk meets the requirements of Sections 2.12.2.2.5 and 2.12.2.2.6 of this Attachment **Lawful** UNE if AT&T will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, **and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.**

- 2.12.5 For a new circuit to which Section 2.12.2 applies, AT&T may initiate the ordering process if AT&T certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.12.2.2.1 and Section 2.12.2.2.3, respectively. In such case, AT&T shall satisfy Section 2.12.2.2.1 and/or Section 2.12.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC MISSOURI provisions such new circuit. AT&T must provide SBC MISSOURI with sufficient proof that such assignment and/or implementation has occurred by the end of such 30<sup>th</sup> day.
- 2.12.5.1 Section 2.12.5 does not apply to existing circuits to which Section 2.12.2 applies, including conversions or migrations (e.g., AT&T shall not be excused from meeting the Section 2.12.2.2.1 and Section 2.12.2.2.3 requirements for existing circuits at the time it initiates the ordering process).
- 2.12.6 AT&T must provide the certification required by Section 2.12 on a form provided by SBC MISSOURI, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.
- 2.12.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), AT&T shall update such certification promptly with SBC MISSOURI.
- 2.12.7 In addition to any other audit rights provided for this Agreement and those allowed by law, SBC MISSOURI may obtain and pay for an independent auditor to audit AT&T, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.12. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon SBC MISSOURI's written notice that an audit will be performed for that State, subject to Section 2.12.7.4 of this Section.
- 2.12.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding AT&T's compliance with the qualifying service eligibility criteria.
- 2.12.7.2 The independent auditor's report will conclude whether AT&T complied in all material respects with this Section 2.12.
- 2.12.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 2.12.7.4 To the extent the independent auditor's report concludes that AT&T failed to comply with this Section 2.12, AT&T must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), AT&T must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent

or substantially similar wholesale service, or group of wholesale services, (and SBC MISSOURI may initiate and affect such a conversion on its own without any further consent by AT&T), and AT&T shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC MISSOURI. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which AT&T does not meet the conditions set forth in this Section 2.12 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., SBC MISSOURI shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

2.12.7.4.1 To the extent that the independent auditor's report concludes that AT&T failed to comply in all material respects with this Section 2.12, AT&T must reimburse SBC MISSOURI for the cost of the independent auditor and for SBC MISSOURI's costs in the same manner and using the same methodology and rates that SBC MISSOURI is required to pay AT&T's costs under Section 2.12.7.4.2.

2.12.7.4.2 To the extent the independent auditor's report concludes that the AT&T complied in all material respects with this Section 2.12, SBC MISSOURI must reimburse AT&T for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

2.12.7.5 AT&T will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.

2.12.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, AT&T shall fully comply with this Section 2.12 in all cases and, further, the failure of SBC MISSOURI to require such compliance, including if SBC MISSOURI provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.12, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.12.9 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.12.10 SBC MISSOURI will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by AT&T, and/or Commingle only as set forth in this Attachment Lawful UNEs.



2.12.11 The Parties intend that this Attachment Lawful UNEs contains the sole and exclusive terms and conditions by which AT&T will obtain Lawful UNEs from SBC MISSOURI. Accordingly, except as may be specifically permitted by this Attachment Lawful UNEs, and then only to the extent permitted, AT&T and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by AT&T, or pursuant to Commingling or otherwise) directly from any SBC MISSOURI tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC MISSOURI to enforce the foregoing (including if SBC MISSOURI fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC MISSOURI may either reject any such order submitted under tariff, or without the need for any further contact with or consent from AT&T, SBC MISSOURI may process any such order as being submitted under this Attachment Lawful UNEs and, further, may convert any element provided under tariff, to this Attachment Lawful UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by AT&T.

2.12 Mandatory Eligibility Criteria for Access to Certain UNEs

2.12.1 Except as provided below in this Section 2.12 or elsewhere in the Agreement and subject to this Section and Section 2.10, Conversion of Wholesale Services to UNEs of this Attachment, SBC MISSOURI shall provide access to UNEs and combinations of UNEs without regard to whether AT&T seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

2.12.1.1 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). **An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.12.3 of this Attachment (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).**

2.12.1.2 “Commingled EEL” means a Commingled Arrangement of an EEL and one or more services obtained at wholesale (e.g., switched and special access services offered pursuant to interstate tariff).

2.12.2 To the extent that the service eligibility criteria defined in 47 CFR 51.318 for high capacity EELS apply, AT&T shall be permitted to self-certify its compliance with those criteria.

AT&T may elect to self-certify using a letter sent to SBC MISSOURI. Upon AT&T's self-certification of compliance, SBC MISSOURI will provide the requested EEL combination. If, as permitted under Applicable Law, SBC MISSOURI seeks to audit AT&T's compliance with service eligibility criteria, SBC MISSOURI shall obtain and pay for no more than one audit per year, to be conducted by an independent auditor. Such an audit will be initiated only to the extent reasonably necessary to determine AT&T's compliance with applicable law. AT&T shall be given thirty (30) days' written notice of a scheduled audit. The independent auditor must perform its evaluation, which shall be limited to AT&T's compliance with service eligibility criteria, in accordance with the standards of the American Institute for Certified Public Accountants. The auditor's report should make a determination as to whether AT&T complied in material respect with applicable service eligibility criteria. To the extent the auditor's report concludes that AT&T complied in all material respects with the eligibility criteria pursuant to the AICPA Attestation Standards, Section 601.36, SBC MISSOURI must reimburse AT&T for all of its costs associated with the audit within 30 days from the date AT&T provides SBC MISSOURI with the amount due. If the auditor's report concludes that AT&T failed to comply in all material respects with the eligibility criteria pursuant to the AICPA Attestation Standards, Section 601.36, SBC MISSOURI shall provide AT&T with a copy of the report within 2 business days from the date of receipt. AT&T will take action to correct the noncompliance and will reimburse SBC MISSOURI for the cost of the independent auditor.. AT&T will maintain the appropriate documentation to support its self-certifications. Any disputes between the Parties related to this audit process will be resolved in accordance with the Alternative Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

2.12.2.1 Except where AT&T specifically requests that SBC MISSOURI physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced with UNEs, the conversion request shall be deemed to have been completed effective upon receipt by the SBC MISSOURI of notice from AT&T, and recurring charges set forth in Attachment 30, Pricing Schedule, of this Agreement applicable to Unbundled Network Elements shall apply as of such date. Except as provided below for Pending Requests, the adjusted charges for conversion requests shall be reflected in the first billing cycle following the effective date of the conversion. Conversion requests issued after the effective date of the TRO, but before the effective date of this Agreement ('Pending Requests'), shall be deemed to have been completed for billing purposes on March 11, 2005. The adjusted charges for Pending Requests shall be included in the same billing cycle in which the SBC MISSOURI includes true-up charges associated with the collection of the transitional charges set forth in the TRRO and provided for in Section 1.7.1. If that bill does not reflect the appropriate charge adjustment, AT&T may withhold payment in an amount that reflects the amount of the adjustment that should have been made on the bill for the applicable conversions. Where AT&T specifically requests that SBC MISSOURI physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring charges set forth in Attachment 30, Pricing Schedule of this Agreement applicable to Unbundled Network Elements shall apply effective upon the earlier of (i) the date on which the SBC MISSOURI completes the

requested work or (ii) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether the SBC MISSOURI has in fact completed such work. The SBC MISSOURI shall bill AT&T pro rata for the service being replaced through the date prior to the date on which billing at Unbundled Network Element rates commences pursuant to this Section.

- 2.13 Intentionally Left Blank
- 2.14 Various Subsections below list the Unbundled Network Elements that SBC MISSOURI has agreed, subject to the other terms and conditions in this Agreement, to make available to AT&T for the provision by AT&T of a telecommunications service. SBC MISSOURI will make additional Unbundled Network Elements available pursuant to the terms of Section 2.28 of this Attachment.
- 2.15 Subject to the terms herein, SBC MISSOURI is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. SBC MISSOURI is not otherwise responsible for the telecommunications services provided by AT&T through the use of those elements.
- 2.16 Except upon request, SBC MISSOURI will not separate preexisting combinations of network elements.
- 2.17 Where Unbundled Network Elements provided to AT&T are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SBC MISSOURI for future provisioning needs, unless such element is disconnected in error. AT&T agrees to relinquish control of any such UNE concurrent with the disconnection of AT&T's End User's Services.
- 2.18 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.19 Except as otherwise set forth in this Attachment, SBC MISSOURI will provide AT&T reasonable notification of service-affecting activities that may occur in normal operation of SBC MISSOURI's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major network facilities 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 SBC MISSOURI and AT&T.
- 2.20 The use of the term "lease" herein notwithstanding, Unbundled Network Elements provided to AT&T under the provisions of this Attachment will remain the property of SBC MISSOURI.
- 2.21 The elements provided pursuant to this Agreement will be available to SBC MISSOURI at times mutually agreed upon in order to permit SBC MISSOURI 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.
- 2.22 Except as provided in other attachments to this Agreement, AT&T's use of any SBC MISSOURI Unbundled Network Element, or of its own equipment or facilities in conjunction with any SBC MISSOURI Unbundled Network Element or in a Commingling arrangement, will not materially

Underline language proposed by AT&T and opposed by SBC MISSOURI.  
**Bold language proposed by SBC MISSOURI and opposed by AT&T.**

interfere with or impair service over any facilities of SBC MISSOURI, 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, SBC MISSOURI may discontinue or refuse service if AT&T violates this provision, provided that such termination of service will be limited to AT&T's use of the element(s) causing the violation.

2.23 SBC MISSOURI and AT&T 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 AT&T customers at least equal to what SBC MISSOURI provides for its customers and will allow AT&T to establish restoration priority among AT&T customers consistent with applicable law.

2.24 Performance of Unbundled Network Elements

2.24.1 Each Unbundled Network Element provided by SBC MISSOURI to AT&T will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SBC MISSOURI provides to itself. Each Network Element will be provided in accordance with SBC MISSOURI Technical Publications or other written descriptions, as approved by the MISSOURI Commission. SBC MISSOURI will file its Technical Publications with the Commission and such Technical Publications will be deemed approved within ten (10) business days of filing unless suspended by the Commission. If a Technical Publication is suspended, the Commission shall approve the Technical Publication or deny approval for good cause within forty-five (45) days of filing. Further, changes may be made from time to time by joint agreement of SBC MISSOURI and the affected AT&T, and where AT&T agreement cannot be obtained, as changed with the approval of the MISSOURI Commission. Such publications will be shared with AT&T. AT&T may request, and SBC MISSOURI will provide, to the extent technically feasible, Unbundled Network Elements that are superior or lesser in quality than SBC MISSOURI provides to itself and such service will be requested pursuant to the BFR process.

2.24.2 SBC MISSOURI will provide a SBC MISSOURI Technical Publication or other written description for each Unbundled Network Element offered under this Agreement. The Technical Publication or other description for an Unbundled Network Element will describe the features, functions, and capabilities provided by the Unbundled Network Element as of the time the document is provided to AT&T. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Unbundled Network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Unbundled Network Element.

2.24.3 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 47 CFR Sections 51:325-335. AT&T 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 SBC MISSOURI, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

- 2.24.4 Except as otherwise set forth in this Attachment, SBC MISSOURI will provide notification of network changes in accordance with 47 CFR Section 51:325-335.
- 2.24.5 For Unbundled Network Elements purchased through the BFR Process, SBC MISSOURI, in its discretion, will determine whether it can offer the applicability of the preceding Section on a case-by-case basis.
- 2.24.6 For each Unbundled Network Element provided for in this Attachment, SBC MISSOURI Technical Publications or other written descriptions meeting the requirements of this Section will be made available to AT&T not later than thirty (30) days after the Effective Date of this Agreement.
- 2.24.7 SBC MISSOURI will provide performance measurements as outlined in Attachment 17 under this Agreement. SBC MISSOURI will not levy a separate charge for providing this information.
- 2.25 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will jointly elect which requirement will apply.
- 2.26 When AT&T purchases Unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to AT&T local service customers, SBC MISSOURI will not collect access charges from AT&T or other IXC's except for charges for exchange access transport services that an IXC elects to purchase from SBC MISSOURI.
- 2.27 AT&T will connect equipment and facilities that are compatible with the SBC MISSOURI Unbundled Network Elements and will use Unbundled Network Elements in accordance with the applicable regulatory standards and requirements referenced in this agreement. If SBC MISSOURI denies AT&T's request to combine UNEs pursuant to Verizon Comm. Inc. v. FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and/or applicable FCC Rules or Orders and AT&T disagrees with such denial, then AT&T may file for dispute resolution as outlined in the ICA. SBC MISSOURI will comply with 51.315(f) in such proceeding.
- 2.28 Bona Fide Request (BFR)
  - 2.28.1 SBC MISSOURI, Bona Fide Request Process
    - 2.28.1.1 A Bona Fide Request ("BFR") is the process by which AT&T may request SBC MISSOURI to provide AT&T access to an additional or new, undefined UNEs, combinations or commingling (a "Request"), that is required to be provided by SBC MISSOURI under the Act but is not available under this Agreement or defined in a generic appendix at the time of AT&T's request. AT&T may request a single BFR for development of a single new UNE within SBC MISSOURI.

- 2.28.1.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 2.28.1.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the CLEC Handbook. Included with the Application AT&T shall provide a technical description of each requested UNE, combination of UNEs, or Commingling of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 2.28.1.4 AT&T is responsible for all costs incurred by SBC MISSOURI to review, analyze and process a BFR. When submitting a BFR Application Form, AT&T has two options to compensate SBC MISSOURI for its cost incurred to complete the Preliminary Analysis of the BFR:
  - 2.28.1.4.1 Include with its BFR Application Form a deposit to cover SBC MISSOURI's preliminary evaluation costs, in which case SBC MISSOURI may not charge AT&T in excess of the deposit to complete the Preliminary Analysis; or
  - 2.28.1.4.2 Not make the deposit, in which case AT&T shall be responsible for reasonable and demonstrable preliminary evaluation costs incurred by SBC MISSOURI to complete the preliminary Analysis (regardless of whether such costs are greater or less than the deposit).
- 2.28.1.5 The amount of the deposit under Section 2.28.1.4.1 shall be determined through a method and shall not exceed an amount agreed to by the parties or determined in a cost proceeding.
  - 2.28.1.5.1 If AT&T submits a deposit with its BFR, and SBC MISSOURI is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC MISSOURI will return the deposit to AT&T. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the deposit, the balance of the deposit will, at the option of AT&T, either be refunded or credited toward additional developmental costs authorized by AT&T.
- 2.28.1.6 Upon written notice, AT&T may cancel a BFR at any time, but will pay SBC MISSOURI its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC MISSOURI received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a deposit has been made by AT&T, and the reasonable and demonstrable costs are less than the deposit, the remaining balance of the deposit will be, at the option of the AT&T, either returned to AT&T or credited toward additional developmental costs authorized by AT&T.

- 2.28.1.7 SBC MISSOURI will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC MISSOURI will acknowledge receipt of the BFR and in such acknowledgement advise AT&T of the need for any further information needed to process the Request. AT&T acknowledges that the time intervals set forth in this Attachment begins once SBC MISSOURI has received a complete and accurate BFR Application Form and, if applicable, the deposit.
- 2.28.1.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC MISSOURI will provide to AT&T a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that SBC MISSOURI will offer the Request to AT&T or (ii) advise AT&T that SBC MISSOURI will not offer the Request. If SBC MISSOURI indicates it will not offer the Request, SBC MISSOURI will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by SBC MISSOURI under the Act and/or, iii) that the BFR is not the correct process for the request.
- 2.28.1.9 If the Preliminary Analysis indicates that SBC MISSOURI will offer the Request, AT&T may, at its discretion, provide written authorization for SBC MISSOURI to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. AT&T's written authorization to develop the BFR Quote must be received by SBC MISSOURI within thirty (30) calendar days of AT&T's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and AT&T will pay to SBC MISSOURI all demonstrable costs as set forth above. Any request by AT&T for SBC MISSOURI to proceed with a Request received after the thirty (30) calendar day window will require AT&T to submit a new BFR.
- 2.28.1.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC MISSOURI shall provide to AT&T a BFR Quote.
- 2.28.1.11 Within thirty (30) calendar days of its receipt of the BFR Quote, AT&T must either (i) confirm its order pursuant to the BFR Quote, (ii) cancel its BFR and reimburse SBC MISSOURI for its costs incurred up to the date of cancellation, or (iii) If it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Attachment, exercise its rights under the Dispute Resolution Section of the GTC. If SBC MISSOURI does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. AT&T shall be responsible to reimburse SBC MISSOURI for its

costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by AT&T).

2.28.1.12 Unless AT&T agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

2.28.1.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions Section of this agreement.

### 3.0 Network Interface Device

3.1 The Network Interface Device (NID) is a device used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its **end user** customer. The NID Unbundled Network Element is defined as any means of interconnection of **end-user** customer premises wiring to SBC MISSOURI's distribution loop facilities, such as cross connect device used for that purpose, and it includes all features, functions, and capabilities of the NID. 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. Pursuant to applicable FCC rules, SBC MISSOURI offers nondiscriminatory access to the network interface device on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.

3.1.1 The NID can be a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit.

3.1.2 The NID may provide a protective ground connection for outside plant terminating directly on the NID. In addition, the NID provides the following functionality:

- a. the termination mechanism for SBC MISSOURI's outside plant,
- b. the termination mechanism for the customer premises wiring, and
- c. a point for test access by qualified technicians.

3.2 AT&T personnel may connect to the customer's inside wire at the SBC MISSOURI NID, as is, at no charge. Should AT&T request SBC MISSOURI to disconnect its loop from the customer's inside wire, SBC MISSOURI will charge AT&T a non recurring charge as reflected on Appendix Pricing – NE - 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 AT&T will be performed by SBC MISSOURI based on Time and Materials charges as reflected on Schedule of Prices labeled "Time and Materials Charges".

3.3 To the extent a SBC MISSOURI NID exists, it will be the interface to customers' premises wiring unless AT&T and the customer agree to an interface that bypasses the SBC MISSOURI NID.



- 3.4 When AT&T provides its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SBC MISSOURI NID, unless AT&T and the customer agree to an alternate interface as provided for in Section 3.3.
- 3.5 The SBC MISSOURI NIDs that AT&T uses under this Attachment will be those installed by SBC MISSOURI or an SBC authorized representative to serve its customers.
- 3.6 In no case shall either Party remove or disconnect the other Party's Loop facilities from the other Party's NIDs or protectors. In no case shall either party remove or disconnect ground wires from the other Party's NIDs or protectors.
- 3.7 In no case shall either Party remove or disconnect NID chambers or divisions, protectors from the other Party's NID.
- 3.8 SBC MISSOURI shall permit AT&T to connect its loop facilities to End User customer premises wiring through SBC MISSOURI's NID, or at any other technically feasible point.
- 3.9 If AT&T requests a different type of NID not included with the loop, SBC MISSOURI will consider the requested type of NID to be facilitated via the Bona Fide Request (BFR) Process.
- 4.0 Local Loop
- 4.1 Consistent with Sections 1.3 and Section 2.0 of this Attachment UNE, SBC MISSOURI shall provide Local Loop under the following terms and conditions in this subsection.
- 4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at an End User customer premises. The loop includes the NID and may include the Inside Wire subloop in a multi-unit environment where the Inside Wire subloop is owned or controlled by SBC MISSOURI. The Parties acknowledge and agree that a transmission facility to a CMRS facility does not have to be unbundled. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The Lawful UNE Local Loop local loop UNE includes, but is not limited to **are limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DSOs and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at AT&T's request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services. DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section XXX ,and DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section XXXX) where such loops are deployed and available in SBC MISSOURI wire centers., fiber, and other high capacity loops to the extent required by applicable law.** AT&T agrees to operate each loop type within the technical parameters accepted within the industry.
- 4.2.1** SBC MISSOURI must provide timely access to unbundled loops **offered under the terms of this agreement. SBC MISSOURI's timeliness will be measured as required by the provisions in Attachment: Performance Measurements. (i.e., the lesser of three days**

Underline language proposed by AT&T and opposed by SBC MISSOURI.  
**Bold language proposed by SBC MISSOURI and opposed by AT&T.**

or the standard interval offered by SBC MISSOURI to its retail customers).  
Notwithstanding the provisions set forth in the Performance Measurements section of the Agreement, if SBC MISSOURI is unable to provide timely access to unbundled loops (including causes due to lack of efficient processes or systems) and if SBC MISSOURI has established, or can establish via routine network modifications, broadband connectivity to the customer premise, then SBC MISSOURI must provide timely access to a broadband loop (including all of the functions, features, and capabilities of the broadband loop until such time as access to the unbundled loop is completed.

4.3 SBC MISSOURI shall provide at the rates, terms, and conditions set out in this Attachment and Attachment Pricing, the types of UNE loops in Sections 4.3.1- 4.3.6.

4.3.1 The standard for 2-Wire analog loop is loss not exceeding 8 dB. SBC will offer 2-Wire analog loop not to exceed 5dB as an option which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz. Where AT&T cannot provide a requesting customer with the full functionality of a 2-wire analog loop due to network configurations made at SBC MISSOURI's discretion, SBC MISSOURI must provide AT&T with UNE-P at TELRIC pricing, as an interim remedy until such time as SBC MISSOURI can provide a fully functional 2-wire analog loop.

4.3.2 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.

4.3.3 The 2-Wire 160 Kbps digital interface loop (ISDN-BRI) facilitates transmission of digital signals at 160 Kbps and provides 2 B plus D channels.

4.3.4 Pursuant to 47 C.F.R. § 51.319(a)(2)(i), SBC MISSOURI is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops.

4.3.5 Intentionally left blank.

4.3.6 DS1 Digital Loop

4.3.6.1 A DS1 Digital Loop (DS1) is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital Loop supports usable bandwidth up to 1.544 Mbps.

4.3.6.2 Subject to the terms of the Rider, DS1 Lawful UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

4.3.6.3 The procedures set forth in Section 4.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

4.3.6.4 DS1 Loop "Caps"

4.3.6.4.1 SBC 13-STATE is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 Lawful UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, **at SBC MISSOURI's option it may will** accept the order, but convert any requested DS1 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

#### 4.3.7 DS3 Digital Loop

4.3.7.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC MISSOURI Central Office to the end user premises.

4.3.7.2 Pursuant to the Rider, DS3 **Lawful** UNE loops will be offered and/or provided only where such Loops have not been Declassified.

4.3.7.3 The procedures set forth in Section 4.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

#### 4.3.7.4 DS3 Loop "Caps"

4.3.7.4.1 SBC MISSOURI is not obligated to provide to CLEC more than one (1) DS3 Lawful UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 Lawful UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, **at SBC MISSOURI's option it may will** accept the order, but convert any requested DS3 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

#### 4.4 Declassification Procedure

4.4.1 DS1. Subject to the cap described in Section 4.3.7.4.1, SBC MISSOURI shall provide CLEC with nondiscriminatory access to a DS1 **Lawful** UNE Digital Loop, where available, to any building *not* served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, **or any buildings served by that wire center**, and DS1 Digital Loops in that wire center, **or any buildings served by that wire center**, shall be Declassified and no longer available as **Lawful** UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), **or any buildings served by such wire center(s)**.

4.4.2 DS3. Subject to the cap described in Section 4.3.7.4.1, SBC MISSOURI shall provide CLEC with nondiscriminatory access to a DS3 **Lawful** UNE Digital Loop, where available, to any building *not* served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future

Underline language proposed by AT&T and opposed by SBC MISSOURI.  
**Bold language proposed by SBC MISSOURI and opposed by AT&T.**

DS3 Digital Loop unbundling will be required in that wire center, **or any buildings served by that wire center**, and DS3 Digital Loops in that wire center, **or any buildings served by that wire center**, shall be Declassified, and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 **Lawful** UNE Digital Loops in such wire center(s), **or any buildings served by such wire center(s)**.

**4.4.3** Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as **Lawful** UNEs under this Agreement, SBC MISSOURI will provide written notice to CLEC of such Declassification, **and proceed in accordance with Section 1.7.5 "Notice and Transition Procedure."**

4.4.3.1 Products provided by SBC MISSOURI in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section **and Section 1.7.5 "Notice and Transition Procedure"** where such Loops are Declassified.

4.4.4 The Parties agree that activity by SBC MISSOURI under this Section 4.4 shall not be subject to the Network Disclosure Rules.

4.4.5 Nothing in the loop definitions provided above is intended to limit AT&T from using UNE DSL loops to transmit signals in the ranges as specified in Attachment 25: DSL, which forms a part of this Agreement. SBC MISSOURI agrees to provide AT&T with access to UNEs for providing advanced services in accordance with the terms of Attachment DSL, UNE Line Splitting, and the general terms and conditions applicable to UNEs.

4.4.6 AT&T may request and, to the extent technically feasible, SBC MISSOURI will provide additional loop types and conditioning pursuant to the BFR process. The availability of a loop type, through the BFR process does not limit the availability to AT&T of equivalent functionality that are available to AT&T and priced under this Agreement.

4.5 When AT&T owns or manages its own switch and requests an unbundled loop to be terminated on AT&T's switch and the requested loop is currently serviced by SBC MISSOURI's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology acting in a pair gain application. SBC MISSOURI 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 AT&T. If, however, no spare unbundled loop is available, SBC MISSOURI will within forty-eight (48) hours, excluding weekends and holidays, of AT&T's request notify AT&T of the lack of available facilities. AT&T may request alternative arrangements through the BFR process.

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

4.7 Notwithstanding the foregoing, SBC MISSOURI loops that employ Next Generation Digital Loop Carrier (NGDLC), technology may include one or more transmission facilities between one or more distribution frames, digital loop carriers (DLC) and remotely deployed DSLAM, owned or controlled

by SBC MISSOURI. Access to the unbundled Local Loop network element shall also include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.

4.8 Routine Network Modifications Unbundled Loop Facilities

- 4.8.1 SBC MISSOURI shall make routine network modifications to UNE Local Loop facilities used by AT&T where the requested loop facility has already been constructed. SBC MISSOURI shall perform routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 4.8.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications include, rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that SBC MISSOURI ordinarily attaches to activate such a loops to activate for its own retail customers under the same conditions and in the same manner that SBC MISSOURI does for its own retail customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. SBC MISSOURI will place drops in the same manner as it does for its own customers.
- 4.8.3 Routine network modifications do not include constructing new loops; installing new cable; securing permits **or**, rights-of-way; constructing and/or placing new manholes, or conduits; **or** installing new terminals. SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.
- 4.8.4 SBC MISSOURI shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC MISSOURI's retail customers.
- 4.8.5 This Agreement does not require SBC MISSOURI to deploy time division multiplexing-based **features, functions and** capabilities with any copper or fiber packetized transmission facility to the extent SBC MISSOURI has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based **features, functions and** capabilities; to deploy TDM capability **voice grade transmission capacity** into new or existing packet-based networks that never had TDM capability; nor does this Agreement prohibit SBC MISSOURI from upgrading a customer from a **TDM-based** service provided over a copper loop to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided SBC MISSOURI complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).
- 4.8.6 Notwithstanding anything to the contrary herein, SBC MISSOURI's obligations with respect to routine network modifications and access to existing TDM capabilities of hybrid loops apply only where the loop transmission facilities are subject to unbundling and do not

Underline language proposed by AT&T and opposed by SBC MISSOURI.  
**Bold language proposed by SBC MISSOURI and opposed by AT&T.**

apply to and, as to access to the TDM capabilities of SBC MISSOURI's hybrid loops, only with respect to any existing capabilities of SBC MISSOURI's hybrid loops. SBC MISSOURI has not obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.

4.8.7 SBC MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and the Schedule of Prices. A rate for any routine network modification shown as "ICB" in the Schedule of Prices or the applicable tariff indicates that the Parties have not negotiated, and/or that the Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

4.9 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement including, but not limited to, Section XXXX of this Attachment.

4.9.3 "Hybrid Loops." SBC-MISSOURI will provide AT&T with access to hybrid loops in accordance with **the FCC's lawful and effective rule**, 47 C.F.R. §51.319(a)(2), **as such rule may be modified from time to time**. A Hybrid Loop is a local loop composed of both fiber optic cable usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

4.9.3.1 Packet switching facilities, features, functions, and capabilities. SBC MISSOURI is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

4.9.3.2 Broadband services. When AT&T seeks access to a hybrid loop for the provision of broadband services, SBC MISSOURI shall provide AT&T with nondiscriminatory access to the time division multiplexing-based (TDM based) features, functions, and capabilities of that hybrid loop including DS1 or DS3 capacity (where impairment has been found to exist) regardless of the type of

loop architecture (e.g., NGDLC, UDLC, IDLC) on an unbundled basis to establish a complete transmission path between the SBC MISSOURI central office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.

4.9.3.3 Narrowband services. For narrowband access, SBC MISSOURI shall provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (*i.e.*, equivalent to DS0 capacity), using time division multiplexing technology; or to a spare home-run copper loop serving that customer on an unbundled basis.

4.9.4 Fiber to the Home Loops – A fiber to the home loop (FTTH) is a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end user's customer premises or in the case of predominantly residential multiple dwelling units (MDUs) a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

4.9.5 Fiber-to-the curb loops. A fiber-to-the-curb loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.

4.9.5.1 New builds. SBC MISSOURI is not required to provide nondiscriminatory access to a FTTH or a FTTC loop on an unbundled basis when SBC MISSOURI deploys such a loop that previously has not been served by any loop facility.

4.9.5.2 Overbuilds. SBC MISSOURI is not required to provide nondiscriminatory access to a FTTH loop or a FTTC loop on an unbundled basis when SBC MISSOURI has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:

(i) SBC MISSOURI must maintain the existing copper loop connected to the particular customer premises after deploying the FTTH loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless SBC MISSOURI retires the copper loop.

(ii) SBC MISSOURI that maintains the existing copper loop need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access in which case SBC MISSOURI shall restore the copper loop to serviceable condition upon request.

(iii) If SBC MISSOURI retires the copper loop pursuant to this Section it shall provide nondiscriminatory access to a 64 kilobits per second transmission

path capable of voice grade service over the FTTH loop on an unbundled basis.

- 4.9.6 Retirement of copper loops or copper subloops. Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH loop or a FTTC loop, SBC MISSOURI must comply with the network disclosure requirements set forth in section 251(c)(5) of the Act and in the FCC's lawful and effective rules, 47 C.F.R § 51.325 through § 51.335, as such rules may be modified from time to time; and any applicable state requirements.

4.12- 4.15 Intentionally Left Blank.

4.16 Subloop

- 4.16.1 SBC MISSOURI shall provide AT&T with nondiscriminatory access to a copper subloop on an unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in SBC MISSOURI's outside plant, including inside wire owned or controlled by SBC MISSOURI, and the end-user customer premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

4.16.1.1 Point of technically feasible access. A point of technically feasible access is any point in SBC MISSOURI's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. SBC MISSOURI shall, upon site-specific request, provide access to a copper subloop at a splice near a remote terminal. SBC MISSOURI shall be compensated for providing this access in accordance with §§ 51.501 through 51.515.

- a. at the pole or pedestal, Feeder Distribution Interface or Serving Area Interface (FDI/SAI), NID, MPOE, any remote terminal, the point in the SBC MISSOURI outside plant where the feeder facility cross-connects to the distribution facility. The FDI/SAI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV).
- b. at a distribution frame in the incumbent's central office.
- c. at any point that the state commission has determined, in any state proceeding, is technically feasible.



4.16.2 Subloop Element - Functionality and General Requirements

4.16.2.1 Subloop Element includes but is not limited to the following functionality:

(a) Loop Distribution

4.16.3 Intentionally left blank.

4.16.4 Loop Distribution

4.16.4.1 Loop Distribution is a sub-loop Network Element that is composed of two distinct component parts: Distribution Media and a Network Interface Device (NID) or Minimum Point of Entry (MPOE). Each component part is defined in detail below.

4.16.4.1.1 Distribution Media provides connectivity between the NID and the terminal block on the subscriber-side of an FDI. The FDI is a device that terminates both the Distribution Media and the Loop Feeder. The distribution and feeder facilities are cross-connected at the FDI to create a bundled Loop (i.e., a continuous transmission path between the NID and a telephone company central office MDF). The FDI typically makes use of a manual cross-connection, and may be housed inside an outside plant cabinet, hut or remote terminal ("green box"), in a vault (commonly known as a controlled environment Vault – CEV), or utility room in a multi-dwelling unit.

4.16.4.1.2 The Distribution Media will be copper twisted pair.

4.16.4.1.2.1 SBC MISSOURI will provide Loop distribution in response to specific AT&T requests for such access.

4.16.5 Requirements for All Distribution

4.16.5.1 Unbundled Distribution shall be capable of transmitting signals for the following services if provided (as requested by AT&T):

4.16.5.2-3 Intentionally left blank.

4.16.5.4 SBC MISSOURI shall provide Unbundled Distribution in conformance with the relevant and applicable requirements set forth in the industry standard technical reference.

4.16.5.5 SBC MISSOURI shall provide AT&T with nondiscriminatory access to unbundled Distribution.

4.16.5.6 SBC MISSOURI shall offer unbundled Distribution together with, and separately from the NID component of Loop Distribution. Where AT&T requests such Distribution without the SBC MISSOURI NID, AT&T will provide a suitable NID in accordance with the relevant and applicable standards listed in the industry standard technical reference.

4.16.5.7 Intentionally left blank.

4.16.5.8 If AT&T purchases a Sub-loop at the NID, the Sub-loop will include the functionality of the NID for the Sub-loop portion purchased.

#### 4.16.5 Inside Wire Subloop Definition

The Inside Wire Subloop network element, as set forth in FCC Rule 51.319(b), is defined as any portion of the loop that is technically feasible to access from any point in SBC MISSOURI's outside plant at or near a multiunit premises, the inside wire owned, leased, or controlled by SBC MISSOURI. Typically, the inside wire subloop is accessed at the premises' minimum point of entry (MPOE), as defined in FCC Rule 68.105 and SBC MISSOURI's demarcation point as defined in FCC Rule 68.3.

4.16.5.1 Inside Wire Subloop UNEs must be made available at any capacity level or transmission type.

4.16.5.2 Point of technically feasible access. A point of technically feasible access is any point in SBC MISSOURI's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

4.16.6 Subject to the terms and conditions of this, Attachment UNE and the Agreement, SBC MISSOURI shall provide Sub-Loop Elements under the following terms and conditions in this subsection.

4.16.7 "MTE" for the purpose of Term To NID subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.

4.16.7.1 "Residential Low Rise" for the purpose of Term to NID subloop is a residential building with five stories or less.

4.16.7.2 "Business High Rise" for the purpose of Term to NID subloop is a business building with six stories or more.

4.16.7.3 "Business Low Rise" for the purpose of Term to NID subloop is a business building with five stories or less.

4.16.7.3.1 "SPOI" is defined as a Single Point of Interconnection. SBC MISSOURI will construct a SPOI only to those multiunit premises where SBC MISSOURI has distribution facilities to the premises and SBC MISSOURI either owns, controls, or leases the inside wire, if any, at such premises. SBC MISSOURI's obligation to build a SPOI for multiunit premises only arises when AT&T indicates that it will place an order for an unbundled subloop network element via a SPOI.

4.16.8 SBC MISSOURI will offer the following subloop types:

4.16.8.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

4.16.8.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

4.16.8.3 As no other type of Subloop constitutes a Lawful UNE subloop, SBC MISSOURI is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC MISSOURI provides a subloop(s) that is not described or provided for in this Agreement, SBC MISSOURI may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC MISSOURI to refuse to provide, including if SBC MISSOURI provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

4.16.9 Provisioning:

4.16.9.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

4.16.9.2 Spare subloop(s) will be assigned to AT&T only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

4.16.10 Maintenance:

- 4.16.10.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the SBC MISSOURI switch/testing equipment will be lost.
- 4.16.10.2 AT&T shall isolate trouble to the SBC MISSOURI Subloop portion of the AT&T's service before reporting trouble to SBC MISSOURI.
- 4.16.10.3 SBC MISSOURI shall charge AT&T a Maintenance of Service Charge (MSC) when AT&T dispatches SBC MISSOURI on a trouble report and the fault is determined to be in AT&T's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 4.16.10.4 Once all subloop access arrangements have been completed and balance of payment due SBC MISSOURI is received, AT&T may place a LSR for subloops at this location. Prices at which SBC MISSOURI agrees to provide AT&T with unbundled Network Elements (UNE) are contained in Appendix Pricing.
- 4.16.10.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where AT&T has a SAA, SBC MISSOURI repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should AT&T cabling require replacement, SBC MISSOURI will provide prompt notification to AT&T for AT&T to provide the replacement cable to be terminated as necessary.
- 4.16.10.6 Subloop Access Arrangements:
  - 4.16.10.6.1 Prior to ordering subloop facilities, AT&T will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC MISSOURI subloop network.
  - 4.16.10.6.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. AT&T will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
  - 4.16.10.6.3 Upon receipt of a complete and correct application, SBC MISSOURI will provide to AT&T within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When AT&T submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

- 4.16.10.6.4 The assignment of subloop 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 subloop facilities.
- 4.16.10.6.5 Subloop inquiries do not serve to reserve subloop(s).
- 4.16.10.6.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 4.16.10.6.7 AT&T will be responsible for obtaining rights of way from owners of property where SBC MISSOURI has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 4.16.10.6.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, AT&T should have the "Collocation" and "Poles, Conduit, and ROW" appendices in the Agreement to provide the guidelines for both AT&T and SBC MISSOURI to successfully implement subloops, should collocation, access to poles/conduits, or rights of way be required.
- 4.16.10.6.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of AT&T submitting to SBC MISSOURI written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. SBC MISSOURI will not begin any construction under the SCA until AT&T has provided proof that it has obtained necessary rights of way. In the event AT&T disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, SBC MISSOURI will proceed with construction of the SAA upon receipt from AT&T of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

- 4.16.10.6.10 Upon completion of the construction activity, AT&T will be allowed to test the installation with a SBC MISSOURI technician. If AT&T desires test access to the SAA, AT&T should place its own test point in its cable prior to cable entry into SBC MISSOURI's interconnection point.
- 4.16.10.6.11 A non-binding AT&T forecast shall be required as a part of the request for SAA. This will allow SBC MISSOURI to properly engineer access to each SAI and to ensure SBC MISSOURI does not provide more available terminations than AT&T expects to use.
- 4.16.10.6.12 In order to maximize the availability of terminations for all CLECs, AT&T shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. AT&T would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 4.16.10.6.13 Unused AT&T terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 4.16.10.6.14 In the event AT&T elects to discontinue use of an existing SAA, or abandons such arrangement, AT&T shall pay SBC MISSOURI for removal of their facilities from the SAA.
- 4.16.10.6.15 Subloop Access Arrangement (SAA) Access Points:
  - 4.16.10.6.15.1 SAI/FDI or Terminal
    - 4.16.10.6.15.1.1 AT&T cable to be terminated in a SBC MISSOURI SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. AT&T's Aerial cables should be aircore.
    - 4.16.10.6.15.1.2 AT&T may elect to place its cable to within 3 feet

of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that SBC MISSOURI will terminate on available binding posts in the SAI/FDI or Terminal.

4.16.10.6.15.1.3 AT&T may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC MISSOURI will stub out a cable from the SAI/FDI or Terminal, which SBC MISSOURI will splice to the AT&T cable at the meet point.

4.16.10.6.15.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.

4.16.10.6.15.1.5 Omitted.

4.16.10.6.15.1.6 Omitted.

4.16.10.6.15.1.7 Relocation of Existing SBC MISSOURI/AT&T Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

4.16.10.6.15.1.7.1 SBC MISSOURI shall notify AT&T of pending relocation as soon as SBC MISSOURI receives such notice.

4.16.10.6.15.1.7.2 AT&T shall notify SBC MISSOURI of its

intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

4.16.10.6.15.1.7.3 SBC MISSOURI shall then provide AT&T an estimate to terminate its facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the AT&T and SBC MISSOURI engineer.

4.16.10.6.15.1.7.4 AT&T shall notify SBC MISSOURI of acceptance or rejection of the new SCA within 10 business days of its receipt of SBC MISSOURI's estimate.

4.16.10.6.15.1.7.5 Upon acceptance of the SBC MISSOURI estimate, AT&T shall pay at least 50% of the relocation costs at the same time as it notifies SBC MISSOURI of its acceptance of estimate costs.

4.16.10.6.15.1.7.6 Should AT&T decide not to continue the SAA, AT&T will notify SBC MISSOURI as to the date that SBC MISSOURI may remove AT&T's facilities from that SAA. AT&T will pay SBC MISSOURI for all costs associated with the removal of AT&T's SAA.



4.16.10.6.15.1.7.7 In the event that AT&T does not respond to SBC MISSOURI in time to have its facilities relocated, SBC MISSOURI shall move CLEC facilities and submit a bill for payment to AT&T for the costs associated with the relocation. Should AT&T elect not pay this bill, then AT&T facilities will be removed from the site upon 30 days notice to AT&T.

4.16.11 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Subloop Segment

4.16.11.1 As an alternative to the establishment of a Subloop Access Arrangement in those instances where AT&T wishes to access/lease SBC MISSOURI Term to NID subloop segments in order to serve its end-user customers at MTEs ("Term to NID MTE Subloop Segments"), AT&T may place, own and manage, for its own use, an intermediary box, which would provide AT&T with access to a Term to NID MTE Subloop Segment cross-connect leased from SBC MISSOURI within the intermediary box (in order to obtain access to SBC MISSOURI Term to NID MTE Subloop Segments). In the event AT&T wishes to access SBC MISSOURI Term to NID MTE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

4.16.11.1.1 AT&T would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. AT&T may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC MISSOURI terminal.

4.16.11.1.2 The intermediary box shall contain blocks that meet SBC MISSOURI's published industry standards for the placement of services and facilities and should be labeled with AT&T's ACNA to enable the SBC MISSOURI technician the ability to run jumper/cross connect from SBC MISSOURI terminal to the intermediary box.

- 4.16.11.1.3 AT&T agrees that the SBC MISSOURI technician shall run the jumper/cross-connect from SBC MISSOURI's serving terminal to AT&T's intermediary box, in order for AT&T to access SBC MISSOURI's Term to NID MTE Subloop Segments. For security and safety, SBC MISSOURI will incase the cross connect in conduit, a protective covered common path, between the SBC MISSOURI terminal and AT&T's intermediary box.
- 4.16.11.1.4 AT&T must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Subloop Segments from SBC MISSOURI.
- 4.16.11.1.5 Following AT&T's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to SBC MISSOURI associated with the intermediary box, AT&T would place orders and schedule activities related to access to the Term to NID MTE Subloop Segment including, without limitation: transferring the end-user customer's service from SBC MISSOURI to AT&T, providing SBC MISSOURI with CFA prior to ordering and the assigning of a specific Term to NID MTE Subloop Segment(s).
- 4.16.11.1.6 The ordering procedures for the Term to NID MTE Subloop Segment will be the same as those that apply to subloop UNES today and shall be submitted to SBC MISSOURI by AT&T via a Local Service Request ("LSR").
- 4.16.11.1.7 SBC MISSOURI will upon receipt of the LSR from AT&T for a Term to NID MTE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by AT&T on the LSR, from the SBC MISSOURI terminal to the AT&T intermediary box. SBC MISSOURI must have access to the intermediary box for completion of the order.
- 4.16.11.1.8 In connection with the MTE intermediary box for AT&T access to Term to NID MTE Subloop Segments, AT&T may elect to lease from SBC MISSOURI Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Schedule of Prices for the "Term to NID MTE Subloop Segment". In the event AT&T wishes to lease the Term to NID MTE Subloop Segment from SBC MISSOURI in lieu of SBC MISSOURI's standard Term to NID subloop segment addressed in this Section 4.16.11.1.8, AT&T understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment.

4.16.11.2 Establishment of Term to NID MTE Subloop Segment when no Intermediary Box is installed

4.16.11.2.1 In those instances where AT&T elects not to install an intermediary box or to have SBC MISSOURI install an intermediary box pursuant to the SAA process outlined herein above, AT&T may still lease from SBC MISSOURI Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Subloop Segment". In the event AT&T wishes to lease the Term to NID MTE Subloop Segment from SBC MISSOURI in lieu of SBC MISSOURI's standard Term to NID subloop segment addressed in Section 4.16.11.1.8 above, AT&T understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment. In such cases, SBC MISSOURI will provide AT&T with access to the Term To NID MTE subloop via a cross connect. The SBC MISSOURI technician will tag appropriately and will leave up to one foot of exposed wire at AT&T's terminal. The cross connect would then be terminated by the AT&T technician in the AT&T terminal, at a time of AT&T's own choosing. For security and safety, SBC MISSOURI will incase the cross connect in conduit, a protective covered common path, between the SBC MISSOURI terminal and the AT&T terminal.

4.16.11.2.2 If AT&T elects this option to obtain access to the Term To NID subloop in an MTE Environment, neither the SBC MISSOURI SAA process nor the intermediary box option would be required. Because AT&T would have full responsibility for terminating the SBC MISSOURI cross connect, SBC MISSOURI could not require any CFA information from AT&T.

5.0 Local Circuit Switching (LS Local Switching) **RESERVED**

5.1 Except as provided in the Rider, - SBC MISSOURI is not obligated to provide local switching to AT&T under this Agreement.

6.0 Operator Services and Directory Assistance - See Attachment 22: DA and Attachment 23: OS for terms and conditions.

7.0 Shared Transport **RESERVED**

7.1 Except as provided in the Rider , SBC MISSOURI is not obligated to provide Shared Transport to AT&T under this Agreement.

Underline language proposed by AT&T and opposed by SBC MISSOURI.  
**Bold language proposed by SBC MISSOURI and opposed by AT&T.**

8.0 Unbundled DS1 and DS3 Dedicated Transport

8.1 Subject to Section 2 of this Attachment **Lawful** UNEs, and subject to the Rider, SBC MISSOURI shall provide **Lawful nondiscriminatory access to** UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

8.2 For purposes of this Agreement, the following definitions apply:

8.2.1 "Dedicated Transport" is defined as SBC MISSOURI interoffice transmission facilities between wire centers or switches owned by SBC MISSOURI, or between wire centers or switches owned by SBC MISSOURI and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

8.2.1.1 SBC MISSOURI is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of SBC MISSOURI wire centers.

8.2.2 A "route" is defined as a transmission path between one of SBC MISSOURI's wire centers or switches and another of SBC MISSOURI's wire centers or switches. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

8.3 SBC MISSOURI will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE DS1/DS3 Dedicated Transport.

8.3.1 Subject to the caps set forth in Sections 8.3.5 and 8.3.6 and the Rider, **Lawful** UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of AT&T request, and only over routes that are not **or have not been** Declassified.

8.3.3 SBC MISSOURI will provide **Lawful** UNE DS1 and DS3 Transport to a AT&T only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

8.3.4 **Lawful** UNE DS1 and DS3 Transport includes, as follows:

8.3.4.1 Multiplexing – an option ordered in conjunction with **Lawful** UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as **Lawful** UNE DS1 or DS3 Dedicated Transport.

8.3.4.2 Other Optional features are outlined in Attachment Pricing.

8.3.5 DS3 Transport "Caps"

8.3.5.1 SBC MISSOURI is not obligated to provide to AT&T more than twelve(12) DS3 **Lawful** UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, AT&T may not order or otherwise obtain, and AT&T will cease ordering unbundled DS3 Dedicated

Transport once AT&T has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, AT&T submits such an order, **at** SBC MISSOURI's **option it may** will accept the order, but convert any requested DS3 **Lawful** UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to AT&T for such DS3 Dedicated Transport circuits as of the date of provisioning.

8.3.6 DS1 Transport "Caps"

8.3.6.1 SBC MISSOURI is not obligated to provide to AT&T more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, AT&T may not order or otherwise obtain, and AT&T will cease ordering unbundled DS1 Dedicated Transport once AT&T has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, AT&T submits such an order, **at** SBC MISSOURI's **option it may** will accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to AT&T for such DS1 Dedicated Transport circuits as of the date of provisioning.

8.4 Diversity

8.4.1 When requested by AT&T, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of AT&T request, Physical diversity shall be provided for **Lawful** UNE Dedicated Transport. 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.

8.4.2 SBC MISSOURI shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the AT&T shall be subject to additional charges. When additional costs are incurred by SBC MISSOURI for AT&T specific diversity, SBC MISSOURI will advise AT&T of the applicable additional charges. SBC MISSOURI will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until AT&T accepts the additional charges.

8.5 Declassification Procedure

8.5.1 Wire Center "Tiers" -- For purposes of this Section 13.5 (and Section 15 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

- (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
- (ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both.

Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

- (iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

#### 8.5.2 DS1 Transport Declassification

8.5.2.1 Subject to the cap described in Section 8.3.6, SBC MISSOURI shall provide AT&T with access to **Lawful** UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC MISSOURI must provide **Lawful** UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, AT&T may not order or otherwise obtain, and AT&T will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).

#### 8.5.3 DS3 Transport Declassification

8.5.3.1 Subject to the cap described in Section 8.3.5, SBC MISSOURI shall provide AT&T with access to **Lawful** UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC MISSOURI must provide **Lawful** UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as **Lawful** UNEs under this Agreement. Accordingly, AT&T may not order or otherwise obtain, and AT&T will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).

8.5.4 **Effect on Embedded Base. Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by AT&T as Lawful UNEs under this Agreement, SBC MISSOURI will provide written notice to AT&T of such Declassification, and proceed in accordance with Section 1.7.5 "Notice and Transition Procedure."**

8.5.5 **Products provided by SBC MISSOURI in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 1.7.5 "Notice and Transition Procedure" where such Transport is Declassified.**

8.5.6 **The Parties agree that activity by SBC MISSOURI under this Section 8.5 shall not be subject to the Network Disclosure Rules.**

8.5.7 Routine Network Modifications – **Lawful** UNE Dedicated Transport

8.5.7.1 SBC MISSOURI shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to **Lawful** UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the **Lawful** UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.5.7.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.

8.5.7.3 Routine network modifications do not include constructing new **Lawful** UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.

8.5.7.4 SBC MISSOURI shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC MISSOURI's retail customers.

8.5.7.5 Notwithstanding anything to the contrary herein, SBC MISSOURI's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.

8.5.7.6 **SBC MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in this Attachment , and in the state specific Attachment Pricing. A rate for any routine network modification shown as "ICB" in Attachment Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such**

**routine network modifications or specific rates are otherwise established for such routine network modifications.**

8.3.5 Digital Cross-Connect System (DCS)

**8.3.5.1 SBC MISSOURI offers DCS as NRS (Network Reconfiguration Service) through the Federal Tariff F.C.C. No. 73, Section 18, Network Management Services, and AT&T may request NRS pursuant to the terms and conditions of that tariff.**

8.3.5.1 SBC MISSOURI 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.

8.3.5.1.1 DCS Establishment Charge - This charge applies for the initial setup of the AT&T database. The database setup is a grid, built by SBC MISSOURI, that contains all of the unbundled dedicated transport circuits, loops, and other interoffice facilities that AT&T will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting AT&T to control its own circuits. Also included is initial training on the system.

8.3.5.1.2 Database Modification Charge - This charge applies each time AT&T 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.

8.3.5.1.3 Reconfiguration Charge - This charge applies per termination point per DCS each time the routing of AT&T circuit is changed. As an example, if AT&T 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. The Reconfiguration Charge will be provided in two forms and be priced uniquely: (1) SBC MISSOURI Provided; and (2) AT&T Provided.

9.0 CALL-RELATED DATABASES

9.1 Except as provided in the attached Rider, SBC MISSOURI is not obligated to provide call-related databases to AT&T under this Agreement.

10.0 Operations Support Systems Functions

10.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, provided for in Attachment 27, Access to Operations Support Systems,



and billing functions supported by SBC's databases and information, provided for in Attachment 28, Comprehensive Billing.

11.0 Cross-connects

- 11.1 The cross connect is the media between the SBC MISSOURI distribution frame and an AT&T designated collocated space, or other SBC MISSOURI Unbundled Network Elements purchased by AT&T.
- 11.2 SBC MISSOURI offers loop cross connects with each unbundled loop type SBC MISSOURI will charge AT&T the appropriate rate as set forth in the Schedule of Prices labeled 'Loop Cross Connects with Testing' and 'Loop Cross Connects without Testing'.
- 11.3 Cross connects to the collocation arrangement associated with unbundled local loops are available with or without automated testing and monitoring capability.
- 11.4 Intentionally left blank
- 11.5 The applicable Lawful UNE Loop cross connects to point of access for the purpose of AT&T combining a SBC MISSOURI Lawful UNE Loop with another SBC MISSOURI Lawful UNE are as follows:
  - 11.5.1 2-Wire Analog Loop to Lawful UNE Connection Methods point of access
  - 11.5.2 4-Wire Analog Loop to Lawful UNE Connection Methods point of access
  - 11.5.3 2-Wire Digital Loop to Lawful UNE Connection Methods point of access
- 11.6 The applicable Loop cross connects for the purpose of CLEC connecting a SBC MISSOURI Lawful UNE Loop to a CLEC's Collocated facilities are as follows:
  - 11.6.1 2-Wire Analog Loop to Collocation
  - 11.6.2 2-Wire Analog Loop to Collocation (without testing)
  - 11.6.3 4-Wire Analog Loop to Collocation
  - 11.6.4 4-Wire Analog Loop to Collocation (without testing)
  - 11.6.5 2-Wire Digital Loop to Collocation
  - 11.6.6 2-Wire Digital Loop to Collocation (without testing)
  - 11.6.7 2-Wire DSL Shielded Cross Connect to Collocation
  - 11.6.8 4-Wire DSL Shielded Cross Connect to Collocation
  - 11.6.9 2-Wire DSL non-shielded Cross Connect to Collocation
  - 11.6.10 4-Wire DSL non-shielded Cross Connect to Collocation
- 11.7 The applicable cross connect for SBC MISSOURI Lawful UNE Loop is as follows:
  - 11.7.1 2-Wire Analog
  - 11.7.2 4-Wire Analog
  - 11.7.3 DS-1
  - 11.7.4 DS-3
  - 11.7.5 DS-3 Loop to Collocation

Underline language proposed by AT&T and opposed by SBC MISSOURI.  
**Bold language proposed by SBC MISSOURI and opposed by AT&T.**

11.7.6 2-Wire Digital

11.8 The applicable cross connect for SBC MISSOURI Lawful UNE Dedicated Transport is as follows:

11.8.1 DS-1

11.8.2 DS-3

11.9 The applicable dedicated transport cross connects for the purpose of AT&T connecting an SBC MISSOURI dedicated transport UNE to AT&T's Collocated facilities are as follows:

11.9.1 DS-1 to Collocation

11.9.2 DS-3 Collocation

12.0 Additional Requirements Applicable to Unbundled Network Elements

12.1 This Section 12 sets forth additional requirements for Unbundled Network Elements which SBC MISSOURI agrees to offer to AT&T under this Agreement.

12.1 Intentionally left blank.

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

SBC MISSOURI will provide synchronization to equipment that is owned by SBC MISSOURI and is used to provide a network element to AT&T in the same manner that SBC MISSOURI provides synchronization to itself.

13.0 Pricing

13.1 Price Schedules

Attached hereto as Appendix Pricing – UNE is a schedule which reflects the prices at which SBC MISSOURI agrees to furnish unbundled Network Elements to AT&T.

14.0 Unbundled Network Elements Combinations

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

- 14.2 SBC MISSOURI agrees to make all Unbundled Network Elements Combinations set forth in this Agreement available to AT&T on the terms and at the prices provided in this Agreement. All requests for UNE Combinations must be submitted by AT&T to SBC MISSOURI via BFR.
- 14.3 SBC MISSOURI will, except as provided elsewhere in Section 14, provide combinations of Unbundled Network Elements to AT&T consistent with SBC MISSOURI's obligations in this Agreement at the applicable charges set forth in this Agreement. For new UNEs that require manual work by SBC MISSOURI 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.
- 15.0 Dedicated Transport Dark Fiber
- 15.1 Subject to Section 2 and the rider of this Attachment **Lawful** UNEs, SBC MISSOURI shall provide **Lawful** UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. SBC MISSOURI is not required to provide Loop Dark Fiber on an unbundled basis. (For definitional purposes only, Loop Dark fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications service.)
- 15.2 In SBC MISSOURI, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within SBC MISSOURI's network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities.
- 15.3 Lawful UNE Dedicated Transport Dark Fiber
- 15.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, SBC MISSOURI will provide a **Lawful** UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 15.6 and 15.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as SBC MISSOURI dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within SBC MISSOURI's network, connecting SBC MISSOURI switches or wire centers within a LATA. SBC MISSOURI is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of SBC MISSOURI wire centers. SBC MISSOURI will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each SBC MISSOURI CO where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.
- 15.4 A "route" is defined as a transmission path between one of SBC MISSOURI's wire centers or switches and another of SBC MISSOURI's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 15.5 Spare Fiber Inventory Availability and Condition
- 15.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark

fiber does not include maintenance spares, fibers set aside and documented for SBC MISSOURI's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

15.6 Determining Spare Fibers

15.6.1 SBC MISSOURI will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:

15.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

15.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

15.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

15.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

15.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

15.6.1.1.5 Cables with 216 fibers: 18 maintenance spares

15.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

15.6.1.1.7 Cables with 432 fibers: 36 maintenance spares

15.6.1.1.8 Cables with 864 fibers: 72 maintenance spares.

15.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

15.6.1.3 SBC MISSOURI growth fibers. Fibers documented as reserved by SBC MISSOURI for utilization for growth within the 12 month-period following the carrier's request.

15.6.2 The appropriate SBC MISSOURI engineering organization will maintain records on each fiber optic cable for which CLECs request Lawful UNE Dedicated Transport Dark Fiber.

15.7 Quantities and Time Frames for ordering Lawful UNE Dedicated Transport Dark Fiber

15.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, SBC MISSOURI will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 15.6 above.)

15.7.2 If CLEC wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Attachment Pricing.

15.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, SBC MISSOURI will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.

15.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility

checks do not serve to reserve Lawful UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Attachment Pricing will be applied.

- 15.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber
  - 15.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Attachment. For clarification purposes, SBC MISSOURI's right of revocation of access under this Section 15.9 applies even when the affected dedicated transport dark fiber remains a Lawful UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 15.8.
  - 15.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date SBC MISSOURI provided the fiber(s), SBC MISSOURI may revoke CLEC's access to the Lawful UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to SBC MISSOURI inventory.
  - 15.8.3 SBC MISSOURI may reclaim from the CLEC the right to use Lawful UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. If the reclaimed Lawful UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, SBC MISSOURI will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. SBC MISSOURI must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet SBC MISSOURI's bandwidth requirements within the 12 months following the revocation.
- 15.9 Access Methods specific to Lawful UNE Dedicated Transport Dark Fiber
  - 15.9.1 The demarcation point for Lawful UNE Dedicated Transport Dark Fiber at Central Offices and End User premises will be in an SBC MISSOURI approved splitter shelf. This arrangement allows for non-intrusive testing.
  - 15.9.2 At CO's, Lawful UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.
- 15.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber
  - 15.10.1 SBC MISSOURI will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC or End User equipment.
- 15.11 Dark Fiber Transport Declassification
  - 15.11.1 SBC MISSOURI shall provide CLEC with access to **Lawful** UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC MISSOURI must provide **Lawful** UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as **Lawful** UNEs under this

Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering **Lawful** UNE Dedicated Transport Dark Fiber on such route(s).

- 15.11.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, SBC MISSOURI will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 1.7.5 "Notice and Transition Procedure," and at the end of the 30-day notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of SBC MISSOURI.
- 15.11.3 Products provided by SBC MISSOURI in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 15.11 where such fiber is Declassified.
- 15.11.4 The Parties agree that activity by SBC MISSOURI under this Section 15.11 shall not be subject to the Network Disclosure Rules.

#### 15.12 Routine Network Modifications

- 15.12.1 SBC MISSOURI shall make routine network modifications to **Lawful** UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to **Lawful** UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.
- 15.12.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and SBC MISSOURI is not obligated to perform those activities for a requesting Telecommunications Carrier.
- 15.12.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.
- 15.12.4 SBC MISSOURI shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC MISSOURI's retail customers.
- 15.12.5 Notwithstanding anything to the contrary herein, SBC MISSOURI's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.
- 15.12.6 **SBC MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in this Attachment. A rate for any routine network modification**

Underline language proposed by AT&T and opposed by SBC MISSOURI.  
**Bold language proposed by SBC MISSOURI and opposed by AT&T.**

shown as "ICB" in Attachment Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications

16.0 Reservation of Rights/Intervening Law

- 16.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.