

APPENDIX PRICING –UNE

1.0 Application of Prices

- 1.1 CLEC agrees to compensate SBC MISSOURI for use of Unbundled Network Elements (UNEs) at the rates contained in this Agreement. As used herein and in Attachment 6, the terms “Unbundled Network Elements” (whether or not used with initial caps) and “UNEs” include those network elements that are required to be unbundled under Section 251 and those required to be unbundled under Section 271 of the Telecommunications Act.
- 1.2 Unless otherwise stated, SBC MISSOURI will render a monthly bill for UNEs provided hereunder. Remittance in full will be due consistent with Section 9 of the General Terms and Conditions. In accordance with section 9.1 of the General Terms and Conditions, interest will apply on overdue amounts.
- 1.3 The attached Appendix Pricing sets forth the prices that SBC MISSOURI will charge CLEC for UNEs and certain other items (e.g. Compensation Rates, Hosting Charges, E911 Charges).
- 1.4 Except for requests that are expressly made subject to the BFR process described in Section 2.37 of Attachment 6 (“BFR Elements”), CLEC may order, and SBC MISSOURI will provide, all Attachment 6 Unbundled Network Elements on the basis of the attached Appendix Pricing. The Parties agree that the Appendix Pricing contains a complete list of rate elements and charges associated with UNEs and other items, if any, offered by SBC MISSOURI pursuant to this Agreement. This paragraph does not limit or expand the use of the BFR Process.
- 1.5 As established in KCC Docket No. 97-SCCC-149-GIT: Zone 1 includes Rate Groups 1, 2, and 3 (rural) as defined in SBC MISSOURI'S Local Exchange Tariff. Zone 2 includes Rate Groups 4, 5, and 6 (suburban) as defined in SBC MISSOURI'S Local Exchange Tariff. Zone 3 includes Rate Groups 7 and 8 (urban) as defined in SBC MISSOURI'S Local Exchange Tariff.

2.0 Recurring Charges

- 2.1 Recurring Charges, where applicable, are as shown in Appendix-Pricing.
- 2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.
- 2.3 Where rates will be based on minutes of use (MOU), usage will be accumulated at the end of the month and are rounded to the next higher minute per monthly billing cycle. In the long term usage will be measured beginning when the facilities are seized (excluding network failures) and ending when the facilities are released. SBC MISSOURI is currently unable to measure busy/don't answer (by/da), but SBC MISSOURI intends to develop such capability. SBC MISSOURI will provide CLEC not less than 30 days notice when SBC MISSOURI begins to measure by/da. No related true up will occur.
- 2.4 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SBC MISSOURI will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SBC MISSOURI will round up to the next whole before determining the mileage and applying rates.

3.0 Non-Recurring Charges

- 3.1 Non-recurring charges for UNEs are included on Appendix Pricing.
- 3.2 If CLEC provides its own testing for UNEs and its testing produces incorrect information which results in SBC MISSOURI dispatching a repair crew unnecessarily, then CLEC will pay SBC MISSOURI the cost of the unnecessary trip.
- 3.3 SBC MISSOURI offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing labeled "Service Order Charges –Unbundled Network Element."
- 3.4 Simple and Complex Service Orders
 - 3.4.1 Appendix Pricing lists a "Simple" and "Complex" price for each Service Order type. Those prices will be applied in accordance with the definitions of Simple and Complex Service Orders set forth below.
 - 3.4.2 Simple and complex Service Orders: If either SBC MISSOURI or a CLEC on an electronic flow-through basis can handle an order, the order is simple. All other orders are complex.
- 4.0 Maintenance of Service, Time and Materials, and Non Productive Dispatch Charges**
 - 4.1 If CLEC requests or approves a SBC MISSOURI technician to perform special installation, maintenance, or conversion services for UNE's excluding services which SBC MISSOURI is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.
 - 4.2 If CLEC provides its own testing for UNEs and its testing produces incorrect information which results in SBC MISSOURI dispatching a repair crew unnecessarily, then CLEC will pay SBC MISSOURI the cost of the unnecessary trip.
 - 4.3 Consistent with Attachment 8 Maintenance UNE, if CLEC determines that trouble has occurred in SBC MISSOURI'S equipment and/or facilities, CLEC will issue a trouble report to SBC MISSOURI.
 - 4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SBC MISSOURI dispatches personnel to the end user's premises or a SBC MISSOURI central office and trouble was not caused by SBC MISSOURI'S facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
 - 4.5 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a UNE and SBC MISSOURI dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SBC MISSOURI or in detariffed CPE provided by SBC MISSOURI, unless covered under a separate maintenance agreement.
 - 4.6 If CLEC issues a trouble report allowing SBC MISSOURI access to the end user's premises and SBC MISSOURI personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SBC MISSOURI personnel are allowed access to the premises, the Non Productive Dispatch charges will still apply.

- 4.7 Time and Materials and/or Maintenance of Service and/or Non Productive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof": and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is considered to be Monday through Friday 8 a.m. to 5 p.m. (CT) which is SBC MISSOURI'S normally scheduled work day. SBC MISSOURI'S normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of SBC MISSOURI'S normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with SBC MISSOURI'S normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SBC MISSOURI employee is necessary.
- 4.8 SBC MISSOURI will bill CLEC Time and Materials, Non Productive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.
- 4.9 SBC MISSOURI will manage costs of Time and Materials, Non Productive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with SBC MISSOURI'S internal management of those costs.
- 4.10 Charges for services contained in this section are listed in Appendix Pricing labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".

5.0 Application of Usage Sensitive Charges To Particular Call Flows

- 5.1 Inclusion of ULS-O, ULS-T or ULS-ST in these call flows does not waive CLEC's position that the appropriate charge for switching is a flat-rated port charge with no usage component.
- 5.2 Rate Structure for ULS
- 5.2.1 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):
- 5.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from a CLEC ULS line or trunk port that terminates to (a Resale or any unbundled line or trunk port which is connected to the same end office switch.
- 5.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 5.2.1.3 SBC MISSOURI will not bill ULS-T for Intra Switch calls.
- 5.2.1.4 CLEC will not bill any terminating charges (e.g., reciprocal compensation) to SBC MISSOURI for Intra Switch Calls.
- 5.2.2 Interswitch Calls - (calls not originating and terminating in the same switch) i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:
- 5.2.2.1 Local Calls

5.2.2.1.1 General Principles

5.2.2.1.1.1 When a call originates from a CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over SBC MISSOURI's Unbundled Local Switching with (ULS-ST), CLEC will pay charges for Unbundled Shared Transport UST as reflected in Appendix Pricing. CLEC will also pay charges for Common Transport and Tandem Switching or Blended Transport charges where applicable as reflected in Appendix Pricing.

5.2.2.1.1.1.1 The Parties agree that, for calls originated from a CLEC ULS Port and routed over common transport, SBC MISSOURI will not be required to record and will not bill actual tandem switching usage. Rather, SBC MISSOURI agrees to charge CLEC the rate shown on Appendix Pricing labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the tandem switch.

5.2.2.1.1.2 When a call terminates to a CLEC ULS Port, CLEC will pay ULS-T charges.

5.2.2.1.2 Illustrative Call Flows

The following call flows provide examples of application of usage sensitive UNE charges and compensation as set out in Attachment 12. Unless otherwise indicated, examples assume CLEC is using ULS and UST when originating traffic, and using ULS when terminating.

5.2.2.1.2.1 CLEC (UNE) Originating and SBC MISSOURI Terminating:

Local Interswitch Call:

At CLEC's option, CLEC may pay as follows:

CLEC Pays: Applicable ULS-O/SS7/Blended Transport/Recip Comp/DUF, or

CLEC Pays: Applicable ULS-O/SS7/Blended Transport/DUF and bill and keep applies

Local Intraswitch Call:

CLEC Pays: ULS-O/SS7/DUF

5.2.2.1.2.2 SBC MISSOURI Originating and CLEC (UNE) Terminating

Local Interswitch Calls:

CLEC Pays: There will be no charges

SBC MISSOURI Pays: There will be no charges

Local Intraswitch Call:

CLEC and SBC do not bill any charges to each other

5.2.2.1.2.3 CLEC A Originating and CLEC B Terminating

Local Interswitch Call:

CLEC Pays: ULS – O/SS7/Blended Transport/DUF

Local Intraswitch Calls:

CLEC A Pays ULS-O/SS7/DUF

CLEC B Pays: ULS-T

5.2.2.1.2.4 CLEC Originating and CLEC Terminating

Local Interswitch Call:

CLEC Pays: ULS-O/ULS-T/SS7/Blended Transport/DUF (both originating and terminating)

Local Intraswitch Call: CLEC Pays ULS-O/SS7/DUF

5.2.2.1.2.5 CLEC B (UNE) Originating and CLEC A (UNE) Terminating

Local Interswitch Calls:

CLEC Pays: ULS – T/DUF

Local Intraswitch Call: CLEC A pays nothing; CLEC B pays nothing

5.2.2.1.2.6 CLEC B (Reseller – s/a SBC Resale) to CLEC A (UNE) Terminating: The assumption here is that CLEC C is purchasing resale from SBC MISSOURI

Local Interswitch Call:

At CLEC's option, CLEC A may pay as follows:

CLEC A Pays: ULS – T/DUF, CLEC A may bill SBC MISSOURI recip comp, or

CLEC Pays: There will be no charges and SBC MISSOURI Pays: There will be no charges

Local Intraswitch Call: CLEC A Pays nothing

5.2.2.1.2.7 CLEC A (UNE) Originating and CLEC B (Resale services) Terminating

Local Interswitch Call:

CLEC A Pays: ULS – O/SS7/Blended Transport/DUF

Local Intraswitch Call:

CLEC Pays: ULS-O/SS7/DUF

5.2.2.1.2.8 CLEC A (UNE) Originating to CLEC C (Facilities Based Network (FBN)) Terminating

CLEC A Pays: ULS – O/Blended Transport/SS7 Signaling/DUF

Terminating Compensation is a matter between CLEC A and CLEC B C. SBC MISSOURI is not responsible for any such Compensation to CLEC C.

5.2.2.1.2.9 CLEC C (FBN) Originating to CLEC A (UNE) Terminating

Tandem Routed: ULS-T/Common Transport/Tandem Switching/DUF

Direct-Trunked Routed: CLEC A Pays ULS-T/DUF

5.2.2.2 IntraLATA and InterLATA Toll Calls

5.2.2.2.1 General Principles

5.2.2.2.1.1 CLEC will pay SS7 signaling, Unbundled Tandem Switching/Blended Transport charges for all intraLATA toll calls initiated by a CLEC ULS Port that use the L-PIC ability.

5.2.2.2.1.2 After the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Port will be routed to the end user intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from a ULS port will be routed to the end user interLATA Primary Interexchange Carrier (PIC) choice of such CLEC local service customer. Other intraLATA and interLATA toll calls shall be routed to the Interexchange Carrier to which the calls have been directed for transport (e.g., "10XXX").

5.2.2.2.1.2.1 For ULS-originated calls that are routed off of SBC MISSOURI'S network to any other telecommunications carrier (e.g., to an IXC, wireless carrier), CLEC shall pay as follows:

- A. ULS – O and SS7 signaling if such carrier is connected at the local circuit switch that provides the ULS;
- B. ULS – O, SS7 signaling, Unbundled Common Transport, and Unbundled Tandem Switching if such carrier is connected at SBC MISSOURI'S tandem switch subtended by the local circuit switch that provides ULS;
- C. ULS – O, SS7 signaling, and Blended Transport if such carrier is connected to SBC MISSOURI'S network elsewhere.

Terminating Compensation is a matter between CLEC and such other telecommunications carriers. SBC MISSOURI shall not be charged and shall not otherwise be responsible for any such compensation.

5.2.2.2.1.2.2 For calls that are routed to a CLEC ULS Port from another telecommunications carrier's network (e.g., from an IXC's point of presence, from a wireless carrier), CLEC shall pay as follows:

- A. ULS – T if such carrier is connected at the switch that provides the ULS;
- B. ULS – T, Unbundled Common Transport, and Unbundled Tandem Switching if such carrier is connected at SBC MISSOURI'S tandem switch subtended by the switch that provides the ULS;
- C. ULS – T, and Blended Transport if such carrier is connected to SBC MISSOURI'S network elsewhere.

Terminating Compensation is a matter between CLEC and such other telecommunications carriers. SBC MISSOURI shall not be charged and shall not otherwise be responsible for any such compensation.

5.2.2.2.1.2.3 CLEC may provide exchange access transport services to IXCs for intraLATA traffic originated by or terminating to CLEC local service customers, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post dialing parity) that are originated by local customers using SBC MISSOURI unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SBC MISSOURI access tandem, with CLEC using lawful unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay SBC MISSOURI ULS-O usage, signaling, common transport, and tandem switching for such calls. SBC MISSOURI will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local customers using SBC MISSOURI unbundled local switching.

5.2.2.2.1.2.4 If an Interexchange Carrier elects to use transport and tandem switching provided by SBC MISSOURI to deliver interLATA toll calls or intraLATA toll calls (post dialing parity) that are originated by CLEC local customers using SBC MISSOURI unbundled local switching, then CLEC will pay SBC MISSOURI ULS-O usage and signaling only in connection with such calls. SBC MISSOURI will not bill the PIC any originating switching access charges in connection with such calls.

5.2.2.2.1.3 When an IntraLATA or InterLATA toll call terminates to an ULS Port, purchased by CLEC, SBC MISSOURI will not charge terminating access to CLEC or the IXC except that SBC MISSOURI may bill the IXC for terminating transport in cases where the IXC has chosen SBC MISSOURI as its transport provider.

5.2.2.3 Toll Free Calls

When CLEC uses ULS Ports to initiate an 800-type call, (or the equivalent toll-free dialing NPA, e.g., 877, 888) SBC MISSOURI will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply. This will be subject to SBC MISSOURI'S ability to provide access recording data to CLEC as referenced in Attachment 6, Section 8.2 and Attachment 10, Section 4.4. Thereafter, when SBC MISSOURI is able to measure originating 800 traffic, and when CLEC uses a ULS Ports to initiate an 800-type call, CLEC will pay the 800 database query charge, Lawful ULS-O charge, and where the IXC is connected to SBC MISSOURI at a tandem, the Unbundled Common Transport charge. SBC MISSOURI shall provide 30-days' advance notice to CLEC of SBC MISSOURI'S ability to provide access recording data to CLEC; billing shall be on a going forward basis only, without any true-up. SBC MISSOURI will not bill IXC for such calls.