

APPENDIX LIDB AND CNAM SERVICE

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APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 Neither **SBC MIDWEST REGION 5-STATE** nor **SBC SNET** own a LIDB. Additionally, **SBC SNET** does not own a CNAM Database. Both **SBC MIDWEST REGION 5-STATE** and **SBC SNET** obtain these services from SBC SNET Diversified Group (SBC SNET DG). SBC SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, conditions, and prices for query access in this Agreement will apply to CLEC's Query access of **SBC MIDWEST REGION 5-STATE's** and **SBC SNET's** data on SBC SNET DG's Database. Query access to all other data on SBC SNET DG's LIDB and CNAM Database will be pursuant to an agreement between CLEC and SBC SNET DG. Any use of the possessive in this Agreement as applied to **SBC MIDWEST REGION 5-STATE** and **SBC SNET** will not indicate ownership but shall have the relationship described in this paragraph 1.2.
- 1.3 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.4 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.5 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.6 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.11 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.12 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.23 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.24 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.25 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **“Database” (or Data Base)** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.
- 2.2 **“Account Owner”** means a telecommunications company, including **SBC-13STATE** that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.

- 2.3 **“Personal Identification Number” (PIN)** means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **“Query”** means a message that represents a request to a Database for information.
- 2.5 **“Query Rate”** means a per-query usage rate that applies to each Query received at an SBC-12STATE Database.
- 2.6 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB and/or the CNAM Database resides and back.
- 2.7 **“Response”** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service and/or CNAM Query provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. SBC-12STATE provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
 - 3.1.1 Tariff FCC No. 2 (applicable only to SBC MIDWEST REGION 5-STATE)
 - 3.1.2 Tariff FCC No. 73 (applicable only to SBC SOUTHWEST REGION 5-STATE)
 - 3.1.3 Tariff SBC SNET Connecticut Access Tariff (applicable only to SBC SNET)
 - 3.1.4 Tariff FCC No. 128 (applicable only to SBC CALIFORNIA)
- 3.2 SBC-12STATE will provide CLEC with access to SBC-12STATE's CNAM Database for CNAM Query except SBC MIDWEST REGION 5-STATE will provide access to its CNAM Database after May 17, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to SBC-12STATE's CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC-12STATE to properly process Queries to its CNAM Database.
- 3.4 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SBC-12STATE's CCS/SS7 network. CLEC further agrees that SBC-12STATE, at its sole discretion, shall employ certain automatic and/or manual overload controls within SBC-12STATE's CCS/SS7 network to guard against these detrimental effects. SBC-12STATE will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to SBC-12STATE initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, SBC-12STATE, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to CLEC, SBC-12STATE shall notify CLEC of SBC-12STATE's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to SBC-12STATE.
- 3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.

- 3.7 CLEC understands that access to **SBC-12STATE**'s LIDB and/or CNAM Database may not provide CLEC with access to all of the data of all Account Owners in **SBC-12STATE**'s LIDB and/or CNAM Database. When a region in **SBC-12STATE** implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that **SBC-12STATE** will comply with Account Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Account Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between CLEC and said Account Owner.
- 3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in **SBC-12STATE**'s LIDB and/or CNAM Database; accordingly **SBC-12STATE** is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 **SBC-12STATE** provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where **SBC-13STATE** is the incumbent local exchange carrier. CLEC agrees that any use of **SBC-12STATE**'s LIDB, for the provision of LIDB Service Applications and/or CNAM Query by CLEC outside of the area where **SBC-13STATE** is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 CLEC will pay **SBC-12STATE** a per-Query rate for each Query initiated into **SBC-12STATE**'s LIDB and/or CNAM Database. CLEC will also pay **SBC-12STATE** a per-Query Transport Rate for each Validation and OLNS Query initiated into **SBC-12STATE**'s LIDB and for each CNAM Query initiated into **SBC SOUTHWEST REGION 5-STATE**'s LIDB. These rates are set forth in Appendix Pricing.
- 4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query in **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE**. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 CLEC will make payment to **SBC-12STATE** for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 Except as set forth in Section 4.11, **SBC-12STATE** will record usage information for CLEC's LIDB Service Queries and/or CNAM Queries terminating to **SBC-12STATE**'s LIDB. **SBC-12STATE** will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 CLEC will notify **SBC-12STATE** when CLEC discontinues use of an OPC used to Query LIDB and/or CNAM Database.
- 4.8 **SBC-12STATE** will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to **SBC-12STATE**'s LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query

- and/or Response takes place, when such Queries support CLEC's CLEC operations within **SBC-12STATE**'s incumbent serving areas and when such Queries support other uses of CLEC's service platforms.
- 4.10 If CLEC operates in more than one (1) State in **SBC SOUTHWEST REGION 5-STATE**'s or **SBC MIDWEST REGION 5-STATE**'s incumbent region(s), **SBC SOUTHWEST REGION 5-STATE** and/or **SBC MIDWEST REGION 5-STATE** will apply company-level rates to the LIDB Services and/or CNAM Query provided to CLEC under this Agreement. **SBC SOUTHWEST REGION 5-STATE** and/or **SBC MIDWEST REGION 5-STATE** will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.
- 4.11 The following applies only to **SBC CALIFORNIA**:
- 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, **SBC CALIFORNIA** will record usage information for CLEC's LIDB Service Queries terminating to **SBC CALIFORNIA**'s LIDB. **SBC CALIFORNIA** will use its SCPs as the source of usage data.
- 4.11.2 Until such time as **SBC CALIFORNIA** has the usage recording ability set forth in Section 4.5 above, CLEC will provide **SBC CALIFORNIA** with usage information from which **SBC CALIFORNIA** will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to **SBC CALIFORNIA**'s Calling Name Database and to **SBC CALIFORNIA**'s LIDB for OLNS Queries. CLEC will provide such information to **SBC CALIFORNIA** on a monthly basis by a date agreed to by **SBC CALIFORNIA** and CLEC. CLEC will deliver such information to locations specified by **SBC CALIFORNIA**. If CLEC uses a third-party's network to access **SBC CALIFORNIA**'s Calling Name Database and/or **SBC CALIFORNIA**'s LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide **SBC CALIFORNIA** with recordings of CLEC's usage, **SBC CALIFORNIA** will accept such usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.
- 4.11.3 CLEC will provide to, or cause to be provided to, **SBC CALIFORNIA** CNAM Query and/or OLNS Query usage information at no additional charge to **SBC CALIFORNIA**. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide **SBC CALIFORNIA** with reports that identifies usage by Originating Point Code. CLEC and **SBC CALIFORNIA** will agree upon the format and media type that CLEC will use to provide such usage data to **SBC CALIFORNIA**. CLEC understands and agrees that **SBC CALIFORNIA** cannot identify access by Account Owner until **SBC CALIFORNIA** has the capability set forth in Section 4.5 above. When **SBC CALIFORNIA** has the ability set forth in Section 4.5 above, **SBC CALIFORNIA** will bill CLEC based upon **SBC CALIFORNIA**'s own usage recordings as set forth in Section 4.5 above.
- 4.11.4 **SBC CALIFORNIA** will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.
- 4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that **SBC CALIFORNIA** will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to **SBC CALIFORNIA**'s network. CLEC will recover from its Query-originating carrier customers (if any) any charges associated with their access to **SBC CALIFORNIA**'s Calling Name Database or **SBC CALIFORNIA**'s LIDB for OLNS Queries, including such charges from **SBC CALIFORNIA**. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to **SBC CALIFORNIA** for billing. Once **SBC CALIFORNIA** has the ability set forth in Section 4.5 above, **SBC CALIFORNIA** and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from **SBC CALIFORNIA** as set forth in Section 4.5 above.
- 4.11.6 Based upon the data identified in Section 4.5 of this Appendix, **SBC CALIFORNIA** will bill CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

- 5.1 Telecommunications companies depositing information in **SBC-12STATE**'s LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.
- 5.2 Unless expressly authorized in writing by the Parties, CLEC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. CLEC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC access from **SBC-12STATE**'s LIDB. **SBC-12STATE** agrees that CLEC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that SWBT **SBC-12STATE** may use statistics for the same purposes. CLEC may aggregate individual LIDB statistics regarding the number of CLEC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.
- 5.3 Proprietary information residing in **SBC-12STATE**'s LIDB and/or CNAM Database is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:
 - 5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number
 - 5.3.2 PIN Number(s)
 - 5.3.3 Billed Number Screening (BNS) indicators
 - 5.3.4 Class of Service (also referred to as Service or Equipment)
 - 5.3.5 Reports on LIDB and CNAM Query usage
 - 5.3.6 Information related to billing for LIDB and CNAM Query usage
 - 5.3.7 LIDB and CNAM Query usage statistics
- 5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from **SBC-12STATE**'s LIDB and/or CNAM Database.
- 5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from **SBC-12STATE**'s LIDB and/or CNAM Database.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **SBC-12STATE** or CLEC to terminate the Appendix, **SBC-12STATE** and CLEC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service if damages are related to LIDB service.
- 7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 7.3 In no event shall **SBC-12STATE** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.
- 7.4 **SBC-12STATE** is furnishing access to its LIDB and/or CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **SBC-12STATE** agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that **SBC-12STATE** can furnish Line Record information only as accurate and current as the information has been provided to **SBC-12STATE** for inclusion in its LIDB and/or CNAM Database. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by **SBC-12STATE**'s willful misconduct or gross negligence.
- 7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:
- 7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY **SBC-12STATE** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-12STATE** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, **SBC-12STATE** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.
- 7.6 CLEC acknowledges that **SBC-12STATE**'s Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **SBC-12STATE**, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in **SBC-12STATE**'s Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-12STATE**'s willful misconduct or gross negligence.
- 7.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

- 7.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-12STATE**'s Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-12STATE** harmless from and defend and indemnify **SBC-12STATE** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by **SBC-12STATE**'s willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from **SBC-12STATE** shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

- 10.1 CLEC agrees to make its Line Record Information available to **SBC-12STATE**. Should CLEC store its Line Record information in a database other than **SBC-12STATE**'s, CLEC will make such Information available to **SBC-12STATE** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **SBC-12STATE** and the database provider. **SBC-12STATE** agrees to negotiate in good faith to reach such an agreement. If **SBC-12STATE** is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by **SBC-12STATE**'s service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 As used herein, **SBC-11STATE** means the applicable above listed SBC-owned ILEC doing business in Arkansas, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.
- 1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence **SBC-11STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **SBC 11-STATE**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

- 3.1 When used in this Appendix, the following terms will have the meanings indicated:
 - 3.1.1 Performance Criteria
 - 3.1.1.1 The target level of **SBC-11STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that **SBC-11STATE** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for **SBC-11STATE** and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.
 - 3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.
 - 3.1.2 Performance Measures
 - 3.1.2.1 The set of measures listed in all of Section 13 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **SBC-11STATE** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 13.

4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

4.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to **SBC-11STATE** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **SBC-11STATE** agrees to pay the CLEC Liquidated Damages, subject to Section 5.1 below.

5. LIQUIDATED DAMAGES AS FORM OF REMEDY

5.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of SBC to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 6.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 13 below, when **SBC-11STATE** delivers non-compliant performance as defined in 3.1.3. In no event shall **SBC-11STATE** be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.
- 6.2 The Table of Critical Values (Section 8) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.
- 6.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.
- 6.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. \$500 is paid for each ordinary failure in excess of F. \$2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be $(10-8)*\$500 + \$2,500 = \$3,500$. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

7. LIQUIDATED DAMAGES; METHOD OF CALCULATION

- 7.1 **SBC-11STATE** and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points for each **SBC-11STATE** and CLEC is greater than or equal to 30 for a given measurement.
- 7.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the

comparable result for **SBC-11STATE** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$$

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

δ_{ILEC}^2 = Calculated variance for ILEC.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = P_{\text{ILEC}} - P_{\text{CLEC}}$$

P_{ILEC} = ILEC Proportion

P_{CLEC} = CLEC Proportion

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

$$\delta_{\text{ILEC}}^2 = P_{\text{ILEC}} (1 - P_{\text{ILEC}}).$$

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{\text{ILEC}} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE} , of the data given the hypothesis of parity.:

$$P_{\text{FE}} = 1 - \sum_{x=0}^{H_{\text{CLEC}}-1} \frac{\binom{n_{\text{CLEC}}}{x} \binom{n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}-x}}{\binom{n_{\text{CLEC}}+n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}}}$$

Where;

$$H_{\text{CLEC}} = P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = P_{\text{ILEC}} n_{\text{ILEC}}.$$

If $P_{\text{ILEC}} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$$H_{\text{CLEC}} = n_{\text{CLEC}} - P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = n_{\text{ILEC}} - P_{\text{ILEC}} n_{\text{ILEC}}.$$

Of course if it is also true that $H_{\text{CLEC}} = 0$, then $P_{\text{FE}} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;

H_{CLEC} = numerator for the CLEC

H_{ILEC} = numerator for the ILEC

$N = H_{CLEC} + H_{ILEC}$

D_{CLEC} = denominator for CLEC

D_{ILEC} = denominator for ILEC

$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$$t = (DIFF) / \delta_{DIFF}$$

Where;

$DIFF = M_{CLEC} - BM$

M_{CLEC} = CLEC Average

BM = Benchmark

$\delta_{DIFF} = \text{SQRT} [\delta^2_{CLEC} (1/n_{CLEC})]$

δ^2_{CLEC} = Calculated variance for CLEC.

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

Where

$K = PN$

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K-1} \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

- 7.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are

applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures. Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

8. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051
38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051

42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052
48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052
50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

9. LIMITATIONS

- 9.1 **SBC-11STATE** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6. Any dispute regarding whether a **SBC-11STATE** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.
- 9.2 **SBC-11STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-11STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **SBC-11STATE** or law; (iii) environmental events beyond **SBC-11STATE**'s control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided **SBC-11STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **SBC-11STATE** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.
- 9.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **SBC-11STATE**'s compliance with the Performance Criteria, or (ii) only suspends **SBC-**

11STATE's ability to timely perform the activity, the applicable time frame in which **SBC-11STATE**'s compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

10. RECORDS AND REPORTS

- 10.1 **SBC-11STATE** will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.
- 10.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 10.3 CLEC will have access to monthly reports through an interactive Website.
- 10.4 **SBC-11STATE** will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 10.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.
- 10.6 **SBC-11STATE** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	\$.072M
Connecticut	\$.168M
Illinois	\$.51M
Indiana	\$.165M
Kansas	\$.101M
Michigan	\$.392M
Missouri	\$.189M
Ohio	\$.296M
Oklahoma	\$.120M
Texas	\$.713M
Wisconsin	\$.158M

11. AUDITS

- 11.1 CLEC and **SBC-11STATE** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then **SBC-11STATE** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **SBC-11STATE** 5 days advance written notice (including e-mail).
- 11.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.

- 11.3 CLEC will bear the expense of the mini-audits, unless **SBC-11STATE** is found to be “materially” misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-11STATE** will pay for the costs of the third party auditor. “Materially” at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

12. INITIAL IMPLEMENTATION

- 12.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three-month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

13. PERFORMANCE MEASUREMENTS

- 13.1 **SBC-11STATE** will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 6.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when **SBC-11STATE** delivers non-compliant performance as defined in 3.1.3. **SBC-11STATE** will also report results for any measurements that have been ordered by the state commission that approved this agreement, although liquidated damages shall not apply to such measurements. **SBC-11STATE** performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

APPENDIX BCR

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APPENDIX BCR (Billing, Collecting and Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.3 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.4 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.5 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.8 The prices at which **SBC SOUTHWEST REGION 5-STATE** agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **"Telcordia Client Company Calling Card and Third Number Settlement System" (BCC CATS)** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 **"Charges"** - the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 **"Compensation"** - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 **"IntraLATA"** - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.5 **"InterLATA"** - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

- 2.6 **"Local Exchange Carrier" (LEC)** - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 **"Local Message"** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 **"Revenues"** - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to **SBC SOUTHWEST REGION 5-STATE** procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable) only when **SBC SOUTHWEST REGION 5-STATE** company is the CMDS Host Company.
 - 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to **SBC SOUTHWEST REGION 5-STATE** the charges for the services described in Section 3.2 which charges are earned by any LEC (including **SBC SOUTHWEST REGION 5-STATE**), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than **SBC SOUTHWEST REGION 5-STATE**, **SBC SOUTHWEST REGION 5-STATE** will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for **SBC SOUTHWEST REGION 5-STATE** benefit, shall be remitted by CLEC to **SBC SOUTHWEST REGION 5-STATE** within thirty (30) calendar days of the date of **SBC SOUTHWEST REGION 5-STATE** bill to CLEC for such services.
- 4.4 **SBC SOUTHWEST REGION 5-STATE** agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including **SBC SOUTHWEST REGION 5-STATE**) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by **SBC SOUTHWEST REGION 5-STATE** or another LEC for CLEC's benefit, shall be remitted by **SBC**

SOUTHWEST REGION 5-STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to **SBC SOUTHWEST REGION 5-STATE** for such services.

- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 and 3.3 above. Notwithstanding this paragraph, **SBC SOUTHWEST REGION 5-STATE** may net amounts due to CLEC under this Appendix against amounts owed to **SBC SOUTHWEST REGION 5-STATE** when **SBC SOUTHWEST REGION 5-STATE** renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 6.1 **SBC SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT I**CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS**

CLEC NAME & CONTACTS	CLEC "OCN"	CLEC Switch	Switch Type	CLEC NPA/NXX(s) included
E9-1-1 Coordinator	CLEC Telco ID		CLLI Code	
			"Connect Signal" Digits ⁽⁴⁾	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Definition:		1 - 1	
			ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				

SBC MISSOURI & SBC SNET E9-1-1 SYSTEM
 CONFIGURATION ASSOCIATED WITH
 DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: CLLI Code:	EXCHANGES FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE <small>(see legend below)</small>
E9-1-1 Features Required:			
# of 9-1-1 Trunks from CLEC:			
MSAG Update Interval:	Monthly		

FOOTNOTES: (1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.

(2) n/a

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP

are included. The remainder of the PSAP's jurisdiction is not included.

(4) Refer to network interface specifications in Exhibit III.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
 ECD = Emergency Communications District
 COG = Council of Governments or Regional Planning Commission
 GLC = General Law City
 Cnty = County with special provisions (only applies to Dallas County)

Date Prepared

APPENDIX PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.4 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), **SBC MISSOURI** and CLEC will negotiate prices.
- 1.5 The following defines the zones found in the Appendix Pricing:
- | <u>Rate Zone:</u> | <u>Description:</u> |
|-------------------|--|
| Zone 1 | The geographic area within each of the SBC MISSOURI exchanges which are classified as Rate group D exchanges in SBC MISSOURI 's Local Exchange Tariff; (St. Louis and Kansas City Exchanges) |
| Zone 2 | The geographic area within each of the SBC MISSOURI exchanges which are classified as Rate group B exchanges in SBC MISSOURI 's Local Exchange Tariff |
| Zone 3 | The geographic area within each of the SBC MISSOURI exchanges which are classified as Rate group A exchanges in SBC MISSOURI 's Local Exchange Tariff |
| Zone 4 | The geographic area within each of the SBC MISSOURI exchanges which are classified as Rate group C exchanges in SBC MISSOURI 's Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates. |
- 1.6 For modifications of **SBC MISSOURI**'s plant facilities see the BFR process to satisfy the CLEC request.
- 1.7 To the extent a CLEC orders a product/UNE that is not in its current Interconnection Agreement, SBC reserves the right to reject the order. In the event the order is rejected, the CLEC may either issue a BFR or, if the product/UNE is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the product/UNE, the CLEC may request an amendment to its current Interconnection Agreement to provide for the product/UNE under the same terms, conditions and rates as provided in that approved Agreement.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix UNE of this Agreement may be longer.

Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute. CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

- 2.2 Where rates are distance sensitive, 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 FCC No 4. When the calculation results in a fraction of a mile, SBC MISSOURI will round up to the next whole mile before determining the mileage and applying rates.
- 2.3 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on a CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC MISSOURI network, without any changes to SBC MISSOURI's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC MISSOURI to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate Local Calls. ULS-T represents the use of the unbundled Local Switching element to terminate Local Calls.
- 4.2 Rate Structure for ULS
 - 4.2.1 Intra Switch Calls - calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office:
 - 4.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from a CLEC ULS line or trunk port that terminates to a SBC MISSOURI End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
 - 4.2.1.2 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.
 - 4.2.1.3 SBC MISSOURI will not bill ULS-T for Intra switch calls.

- 4.2.2 Inter Switch Calls - calls not originating and terminating in the same switch i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:
- 4.3 General Principles for Inter Switch Calls
- 4.3.1 Local Calls
- 4.3.1.1 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 common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.
- 4.3.1.2 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, SBC MISSOURI will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay 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 Office Switch.
- 4.3.1.3 When a call terminates to a CLEC ULS Port, CLEC will pay ULS-T charges.
- 4.3.2 IntraLATA and InterLATA Toll Calls
- 4.3.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.
- 4.3.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC local service End Users, upon request, using UNES. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using SBC MISSOURI unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SBC MISSOURI access Tandem Office Switch, with CLEC using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access Tandem Office Switch. 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 Office 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 End Users using SBC MISSOURI unbundled local switching.
- 4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by SBC MISSOURI to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users 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.
- 4.3.2.4 When an IntraLATA or InterLATA toll call terminates to a CLEC ULS Port, CLEC will pay ULS-T charges and 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.
- 4.3.3 Toll Free Calls
- 4.3.3.1 When CLEC uses ULS Ports to initiate an 800-type call, SBC MISSOURI will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

5. BILLING

- 5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
APRIL 3, 2003

APPENDIX PRICING
SCHEDULE OF PRICES
EFFECTIVE DATE: XX/XX/XX
SBC MO

Line	Change/Up date	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1			UNBUNDLED NETWORK ELEMENTS					
2		Local Loops	** Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 71.45	\$ 35.70	
3			** 2-Wire Analog Zone 1 (Urban STL, KC)	U21	\$ 12.71	\$ 26.07	\$ 11.09	
4			** 2-Wire Analog Zone 2 (Suburban)	U21	\$ 20.71	\$ 26.07	\$ 11.09	
5			** 2-Wire Analog Zone 3 (Rural)	U21	\$ 33.29	\$ 26.07	\$ 11.09	
6			** 2-Wire Analog Zone 4 (Urban Springfield)	U21	\$ 18.23	\$ 26.07	\$ 11.09	
7			** Conditioning for dB loss from 8db to 5db	UL2	\$ 6.63	\$ 22.76	\$ 8.58	
8			** 4-Wire Analog Zone 1 (Urban STL, KC)	U4H	\$ 19.79	\$ 28.77	\$ 11.09	
9			** 4-Wire Analog Zone 2 (Suburban)	U4H	\$ 35.35	\$ 28.77	\$ 11.09	
10			** 4-Wire Analog Zone 3 (Rural)	U4H	\$ 61.16	\$ 28.77	\$ 11.09	
11			** 4-Wire Analog Zone 4 (Urban Springfield)	U4H	\$ 30.08	\$ 28.77	\$ 11.09	
12			** 2-Wire Digital Zone 1 (Urban STL, KC)	U2Q	\$ 25.79	\$ 57.77	\$ 30.22	
13			** 2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 42.10	\$ 57.77	\$ 30.22	
14			** 2-Wire Digital Zone 3 (Rural)	U2Q	\$ 58.44	\$ 57.77	\$ 30.22	
15			** 2-Wire Digital Zone 4 (Urban Springfield)	U2Q	\$ 41.44	\$ 57.77	\$ 30.22	
16			** 4-Wire Digital Zone 1 (Urban STL, KC)	U4D1X	\$ 101.18	\$ 136.63	\$ 53.94	
17			** 4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 106.06	\$ 136.63	\$ 53.94	
18			** 4-Wire Digital Zone 3 (Rural)	U4D1X	\$ 107.89	\$ 136.63	\$ 53.94	
19			** 4-Wire Digital Zone 4 (Urban Springfield)	U4D1X	\$ 101.39	\$ 136.63	\$ 53.94	
20			DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	\$ 819.86	\$ 845.75	\$ 375.03	
21			DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,122.13	\$ 845.75	\$ 375.03	
22			DS3 Loop Zone 3 (Rural)	U4D3X	\$ 1,176.81	\$ 845.75	\$ 375.03	
23			DS3 Loop Zone 4 (Urban Springfield)	U4D3X	\$ 1,127.98	\$ 845.75	\$ 375.03	
24			OC3/3c Loop Zone 1 (Urban STL, KS)	U6LTX	\$ 957.01	\$ 747.31	\$ 335.38	
25			OC3/3c Loop Zone 2 (Suburban)	U6LTX	\$ 937.69	\$ 747.31	\$ 335.38	
26			OC3/3c Loop Zone 3 (Rural)	U6LTX	\$ 893.42	\$ 747.31	\$ 335.38	
27			OC3/3c Loop Zone 4 (Urban Springfield)	U6LTX	\$ 957.01	\$ 747.31	\$ 335.38	
28			OC12/12c Loop Zone 1 (Urban STL, KS)	U6LUX	\$ 2,815.97	\$ 747.31	\$ 335.38	
29			OC12/12c Loop Zone 2 (Suburban)	U6LUX	\$ 2,900.16	\$ 747.31	\$ 335.38	
30			OC12/12c Loop Zone 3 (Rural)	U6LUX	\$ 2,957.73	\$ 747.31	\$ 335.38	
31			OC12/12c Loop Zone 4 (Urban Springfield)	U6LUX	\$ 2,815.97	\$ 747.31	\$ 335.38	
32			OC48/48c Loop Zone 1 (Urban STL, KS)	U6LVX	\$ 8,975.84	\$ 747.31	\$ 335.38	
33			OC48/48c Loop Zone 2 (Suburban)	U6LVX	\$ 10,052.83	\$ 747.31	\$ 335.38	
34			OC48/48c Loop Zone 3 (Rural)	U6LVX	\$ 10,826.43	\$ 747.31	\$ 335.38	
35			OC48/48c Loop Zone 4 (Urban Springfield)	U6LVX	\$ 8,975.84	\$ 747.31	\$ 335.38	
36		DSL Capable Loops						
37		2-Wire xDSL Loop	** *PSD #1 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLAX	\$ 12.71	\$ 26.07	\$ 11.09	
38			** *PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 20.71	\$ 26.07	\$ 11.09	
39			** *PSD #1 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLAX	\$ 33.29	\$ 26.07	\$ 11.09	
40			** *PSD #1 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	\$ 18.23	\$ 26.07	\$ 11.09	
41			** *PSD #2 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLCX	\$ 12.71	\$ 26.07	\$ 11.09	
42			** *PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 20.71	\$ 26.07	\$ 11.09	
43			** *PSD #2 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLCX	\$ 33.29	\$ 26.07	\$ 11.09	
44			** *PSD #2 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLCX	\$ 18.23	\$ 26.07	\$ 11.09	
45			** *PSD #3 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLBX	\$ 12.71	\$ 26.07	\$ 11.09	
46			** *PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 20.71	\$ 26.07	\$ 11.09	
47			** *PSD #3 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLBX	\$ 33.29	\$ 26.07	\$ 11.09	
48			** *PSD #3 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLBX	\$ 18.23	\$ 26.07	\$ 11.09	
49			** *PSD #4 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLDX	\$ 12.71	\$ 26.07	\$ 11.09	
50			** *PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 20.71	\$ 26.07	\$ 11.09	
51			** *PSD #4 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLDX	\$ 33.29	\$ 26.07	\$ 11.09	
52			** *PSD #4 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLDX	\$ 18.23	\$ 26.07	\$ 11.09	
53			** *PSD #5 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	U2F	\$ 12.71	\$ 26.07	\$ 11.09	
54			** *PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 20.71	\$ 26.07	\$ 11.09	
55			** *PSD #5 - 2-Wire xDSL Loop - Zone 3 (Rural)	U2F	\$ 33.29	\$ 26.07	\$ 11.09	
56			** *PSD #5 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	U2F	\$ 18.23	\$ 26.07	\$ 11.09	
57			** *PSD #7 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLFX	\$ 12.71	\$ 26.07	\$ 11.09	
58			** *PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 20.71	\$ 26.07	\$ 11.09	
59			** *PSD #7 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLFX	\$ 33.29	\$ 26.07	\$ 11.09	
60			** *PSD #7 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLFX	\$ 18.23	\$ 26.07	\$ 11.09	
61		4-Wire xDSL Loop	** *PSD #3 - 4-Wire xDSL Loop - Zone 1 (Urban STL, KS)	4SL1X	\$ 19.79	\$ 28.77	\$ 11.09	
62			** *PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 35.35	\$ 28.77	\$ 11.09	
63			** *PSD #3 - 4-Wire xDSL Loop - Zone 3 (Rural)	4SL1X	\$ 61.16	\$ 28.77	\$ 11.09	
64			** *PSD #3 - 4-Wire xDSL Loop - Zone 4 (Urban Springfield)	4SL1X	\$ 30.08	\$ 28.77	\$ 11.09	
65			* USOCs used for inventory purpose only					

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66								
67		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 25.79	\$ 55.77	\$ 30.22	
68			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 42.10	\$ 55.77	\$ 30.22	
69			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 58.44	\$ 55.77	\$ 30.22	
70			IDSL Loop Zone 4 (Urban SpringField)	UY5FX	\$ 41.44	\$ 55.77	\$ 30.22	
71								
72		HFPL Loop	*** HFPL Loop - Zone 1 (Urban STL, KS))	ULPPX	\$ 6.36	N/A	N/A	
73			*** HFPL Loop - Zone 2 (Suburban)	ULPPX	\$ 10.36	N/A	N/A	
74			*** HFPL Loop - Zone 3 (Rural)	ULPPX	\$ 16.65	N/A	N/A	
75			*** HFPL Loop - Zone 4 (Urban Springfield)	ULPPX	\$ 9.12	N/A	N/A	
76		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
77			Loop Qualification Process - Manual	NRBXU	N/A	\$ 84.15	N/A	
78			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
79		DSL Conditioning Options	**** Removal of Repeaters	NRBXV	None	\$ 289.51	\$ 13.74	
80			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 358.31	\$ 17.14	
81			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 141.23	\$ 17.14	
82			**** Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 727.20	\$ 48.09	
83			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTW	None	\$ 626.25	\$ 32.62	
84			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 240.09	\$ 32.62	
85			**** Removal of Excessive Bridged Taps	NRBXW	None	\$ 484.19	\$ 24.24	
86			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 299.64	\$ 15.47	
87			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 98.86	\$ 15.47	
88			**** Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 727.20	\$ 53.96	
89			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 609.70	\$ 23.11	
90			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 238.13	\$ 23.11	
91			**** Removal of Load Coils	NRBXZ	None	\$ 727.20	\$ 18.18	
92			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 329.12	\$ 7.30	
93			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 139.27	\$ 7.30	
94					None			
95		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.80	\$ 19.96	\$ 12.69	
96			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 0.31	\$ 19.96	\$ 12.69	
97			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 0.31	\$ 19.96	\$ 12.69	
98			*** #HFPL Cross Connect - CLEC Owned Non-Integrated	UKCGE	\$ 0.82	\$ 89.20	\$ 66.27	
99			#HFPL Cross Connect - CLEC Owned-Integrated	UKCGD	\$ 0.82	\$ 89.20	\$ 66.27	
100			*** #HFPL Cross Connect - SBC Owned	UKCGX	\$ 0.82	\$ 106.22	\$ 77.80	
101			# The price assumes all Central Office cross-connects required to provision the HFPL product					
102		HFPL OSS Charge	*** HFPL OSS Charge - Per Line	UM3	\$ 0.61	N/A	N/A	
103		LST	LST performed on CODSLAM Loop	URCLD	none	\$ 234.50	none	
104			LST performed on Sub Loop	URCLB	none	\$ 227.49	none	
105		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 2.10	\$ 136.40	\$ 112.75	
106			** 2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.31	\$ 19.96	\$ 12.69	
107			4-Wire Analog Loop to Collocation	UCXC4	\$ 4.20	\$ 142.25	\$ 118.60	
108			** 4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.63	\$ 25.38	\$ 17.73	
109			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 2.10	\$ 136.40	\$ 112.75	
110			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	\$ 0.31	\$ 19.96	\$ 12.69	
111			4-Wire Digital Loop to Collocation	UDLY4	\$ 11.30	\$ 229.05	\$ 225.05	
112			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 29.11	\$ 153.36	\$ 109.14	

UNE AECN:
RESALE AECN:
ACNA:

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113			2-wire Analog Loop to Analog Line Port	UDLX2	\$0.00	\$4.17	\$3.29	
114			2-wire Analog Loop to Analog DID Trunk Port	under development	\$0.00	\$ 9.40	\$ 9.40	
115			2-wire Digital Loop to ISDN BRI Line Port	RECB2	\$0.00	\$ 9.40	\$ 9.40	
116			4-wire Digital Loop to ISDN PRI Trunk Port	RECP4	\$ 7.51	\$ 37.58	\$ 37.58	
117			4-wire Digital Loop to DS1 Trunk Port	RECP4	\$ 7.51	\$ 37.58	\$ 37.58	
118		Sub-loop Unbundling	MDF to ECS Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAM	\$ 13.76	None	None	
119			MDF to ECS Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAM	\$ 11.24	None	None	
120			MDF to ECS Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAM	\$ 12.29	None	None	
121			MDF to ECS Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAM	\$ 10.83	None	None	
122			MDF to SAI/ Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAN	\$ 10.10	None	None	
123			MDF to SAI/ Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAN	\$ 9.47	None	None	
124			MDF to SAI/ Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAN	\$ 10.23	None	None	
125			MDF to SAI/ Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAN	\$ 10.01	None	None	
126			MDF to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAO	\$ 14.29	None	None	
127			MDF to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAO	\$ 18.85	None	None	
128			MDF to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAO	\$ 22.85	None	None	
129			MDF to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAO	\$ 17.65	None	None	
130			ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAP	\$ 1.82	None	None	
131			ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.28	None	None	
132			ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAP	\$ 1.94	None	None	
133			ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAP	\$ 1.46	None	None	
134			ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAQ	\$ 6.02	None	None	
135			ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 10.66	None	None	
136			ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAQ	\$ 14.55	None	None	
137			ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAQ	\$ 9.10	None	None	
138			ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAR	\$ 13.95	None	None	
139			ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.16	None	None	
140			ECS to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAR	\$ 21.93	None	None	
141			ECS to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAR	\$ 16.61	None	None	
142			SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAS	\$ 4.73	None	None	
143			SAI to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 9.86	None	None	
144			SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAS	\$ 13.19	None	None	
145			SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAS	\$ 8.14	None	None	
146			SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAT	\$ 12.66	None	None	
147			SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 17.36	None	None	
148			SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAT	\$ 20.57	None	None	
149			SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAT	\$ 15.66	None	None	
150			Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAU	\$ 8.07	None	None	
151			Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 7.64	None	None	
152			Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAU	\$ 7.51	None	None	
153			Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAU	\$ 7.65	None	None	
154			MDF to ECS Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEM	\$ 33.74	None	None	
155			MDF to ECS Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEM	\$ 31.05	None	None	
156			MDF to ECS Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEM	\$ 32.37	None	None	
157			MDF to ECS Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEM	\$ 30.53	None	None	

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158			MDF to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEN	\$ 23.17	None	None	
159			MDF to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEN	\$ 24.12	None	None	
160			MDF to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEN	\$ 24.68	None	None	
161			MDF to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEN	\$ 26.10	None	None	
162			MDF to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEO	\$ 31.56	None	None	
163			MDF to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEO	\$ 42.69	None	None	
164			MDF to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEO	\$ 49.82	None	None	
165			MDF to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEO	\$ 41.19	None	None	
166			ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEP	\$ 3.64	None	None	
167			ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.56	None	None	
168			ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEP	\$ 3.87	None	None	
169			ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEP	\$ 2.92	None	None	
170			ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEQ	\$ 12.04	None	None	
171			ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 21.32	None	None	
172			ECS to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEQ	\$ 29.10	None	None	
173			ECS to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEQ	\$ 18.20	None	None	
174			ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LER	\$ 24.88	None	None	
175			ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 34.17	None	None	
176			ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LER	\$ 41.95	None	None	
177			ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LER	\$ 31.04	None	None	
178			SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LES	\$ 9.46	None	None	
179			SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 19.72	None	None	
180			SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LES	\$ 26.39	None	None	
181			SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LES	\$ 16.29	None	None	
182			SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LET	\$ 22.30	None	None	
183			SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.57	None	None	
184			SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LET	\$ 39.24	None	None	
185			SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LET	\$ 29.14	None	None	
186			Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEU	\$ 13.13	None	None	
187			Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 13.13	None	None	
188			Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEU	\$ 13.13	None	None	
189			Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEU	\$ 13.13	None	None	
190			MDF to ECS subloop charge 2-Wire DSL Zone 1 (STL, KC)	U6LCM	\$ 7.64	None	None	
191			MDF to ECS subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCM	\$ 12.02	None	None	
192			MDF to ECS subloop charge 2-Wire DSL Zone 3 (Rural)	U6LCM	\$ 12.78	None	None	
193			MDF to ECS subloop charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCM	\$ 13.60	None	None	
194			MDF to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCN	\$ 8.27	None	None	
195			MDF to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCN	\$ 12.63	None	None	
196			MDF to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCN	\$ 13.45	None	None	
197			MDF to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCN	\$ 14.21	None	None	
198			MDF to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCO	\$ 12.47	None	None	
199			MDF to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCO	\$ 22.01	None	None	
200			MDF to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCO	\$ 26.07	None	None	
201			MDF to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCO	\$ 21.85	None	None	
202			ECS to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCP	\$ 1.78	None	None	
203			ECS to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.28	None	None	

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204			ECS to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCP	\$ 1.89	None	None	
205			ECS to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCP	\$ 1.43	None	None	
206			ECS to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCQ	\$ 5.97	None	None	
207			ECS to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 10.66	None	None	
208			ECS to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCQ	\$ 14.51	None	None	
209			ECS to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCQ	\$ 9.07	None	None	
210			ECS to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCR	\$ 13.91	None	None	
211			ECS to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.16	None	None	
212			ECS to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCR	\$ 21.88	None	None	
213			ECS to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCR	\$ 16.58	None	None	
214			SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCS	\$ 4.68	None	None	
215			SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 9.86	None	None	
216			SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCS	\$ 13.15	None	None	
217			SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCS	\$ 8.12	None	None	
218			SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCT	\$ 12.62	None	None	
219			SAI to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 17.35	None	None	
220			SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCT	\$ 20.53	None	None	
221			SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCT	\$ 15.63	None	None	
222			Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCU	\$ 8.07	None	None	
223			Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 7.64	None	None	
224			Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCU	\$ 7.51	None	None	
225			Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCU	\$ 7.65	None	None	
226			MDF to ECS subloop charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGM	\$ 15.27	None	None	
227			MDF to ECS subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGM	\$ 24.05	None	None	
228			MDF to ECS subloop charge 4-Wire DSL Zone 3 (Rural)	U6LGM	\$ 25.56	None	None	
229			MDF to ECS subloop charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGM	\$ 27.19	None	None	
230			MDF to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGN	\$ 16.54	None	None	
231			MDF to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGN	\$ 25.27	None	None	
232			MDF to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGN	\$ 26.91	None	None	
233			MDF to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGN	\$ 28.43	None	None	
234			MDF to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGO	\$ 24.93	None	None	
235			MDF to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGO	\$ 44.03	None	None	
236			MDF to Terminal Subloop Charge 4 Wire DSL Zone 3 (Rural)	U6LGO	\$ 52.14	None	None	
237			MDF to Terminal Subloop Charge 4 Wire DSL Zone 4 (Urban Springfield)	U6LGO	\$ 43.71	None	None	
238			ECS to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGP	\$ 3.55	None	None	
239			ECS to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.56	None	None	
240			ECS to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGP	\$ 3.79	None	None	
241			ECS to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGP	\$ 2.87	None	None	
242			ECS to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGQ	\$ 11.95	None	None	
243			ECS to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 21.31	None	None	
244			ECS to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGQ	\$ 29.02	None	None	
245			ECS to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGQ	\$ 18.14	None	None	
246			ECS to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGR	\$ 24.79	None	None	
247			ECS to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 34.16	None	None	
248			ECS to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGR	\$ 41.87	None	None	
249			ECS to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGR	\$ 30.99	None	None	
250			SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGS	\$ 9.37	None	None	
251			SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 19.71	None	None	
252			SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGS	\$ 26.31	None	None	
253			SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGS	\$ 16.24	None	None	

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254			SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGT	\$ 22.21	None	None	
255			SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.56	None	None	
256			SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGT	\$ 39.15	None	None	
257			SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGT	\$ 29.09	None	None	
258			Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGU	\$ 13.13	None	None	
259			Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 13.13	None	None	
260			Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGU	\$ 13.13	None	None	
261			Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGU	\$ 13.13	None	None	
262			MDF to ECS Subloop Charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBM	\$ 29.08	None	None	
263			MDF to ECS Subloop Charge 2-Wire ISDN Zone 2 (Suburban)	U6LBM	\$ 25.19	None	None	
264			MDF to ECS Subloop Charge 2-Wire ISDN Zone 3 (Rural)	U6LBM	\$ 27.11	None	None	
265			MDF to ECS Subloop Charge 2-Wire ISDN Zone 4 (Urban Springfield)	U6LBM	\$ 24.39	None	None	
266			MDF to SAI subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBN	\$ 17.42	None	None	
267			MDF to SAI subloop charge 2-Wire ISDN Zone 2 (Suburban)	U6LBN	\$ 17.90	None	None	
268			MDF to SAI subloop charge 2-Wire ISDN Zone 3 (Rural)	U6LBN	\$ 18.24	None	None	
269			MDF to SAI subloop charge 2-Wire ISDN Zone 4 (Urban Springfield)	U6LBN	\$ 19.31	None	None	
270			MDF to Terminal subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBO	\$ 21.62	None	None	
271			MDF to Terminal subloop charge 2-Wire ISDN Zone 2 (Suburban)	U6LBO	\$ 27.28	None	None	
272			MDF to Terminal subloop charge 2-Wire ISDN Zone 3 (Rural)	U6LBO	\$ 30.86	None	None	
273			MDF to Terminal subloop charge 2-Wire ISDN Zone 4 (Urban Springfield)	U6LBO	\$ 26.95	None	None	
274			MDF to RT Subloop Charge 2-Wire DS1 Zone 1 (Urban STL, KC)	U6L1M	\$ 108.41	None	None	
275			MDF to RT Subloop Charge 2-Wire DS1 Zone 2 (Suburban)	U6L1M	\$ 111.22	None	None	
276			MDF to RT Subloop Charge 2-Wire DS1 Zone 3 (Rural)	U6L1M	\$ 115.31	None	None	
277			MDF to RT Subloop Charge 2-Wire DS1 Zone 4 (Urban Springfield)	U6L1M	\$ 108.71	None	None	
278			MDF to RT Subloop Charge-DS3 Zone 1 (Urban STL, KC)	U6L3M	\$ 742.14	None	None	
279			MDF to RT Subloop Charge-DS3 Zone 2 (Suburban)	U6L3M	\$ 986.90	None	None	
280			MDF to RT Subloop Charge-DS3 Zone 3 (Rural)	U6L3M	\$ 1,090.86	None	None	
281			MDF to RT Subloop Charge-DS3 Zone 4 (Urban Springfield)	U6L3M	\$ 805.08	None	None	
282		Subloop Cross Connects	Subloop Cross Connect 2-Wire Analog Central Office Originating	UKCU2	None	\$ 324.78	\$ 124.32	
283			Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 425.24	\$ 161.25	
284			Subloop Cross Connect 4-Wire Analog Central Office Originating	UKCU4	None	\$ 326.26	\$ 125.80	
285			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 426.72	\$ 162.73	
286			Subloop Cross Connect 2-Wire DSL Central Office Originating	UKCY2	None	\$ 324.78	\$ 124.32	
287			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 425.24	\$ 161.25	
288			Subloop Cross Connect 4-Wire DSL Central Office Originating	UKCY4	None	\$ 326.26	\$ 125.80	
289			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 426.72	\$ 162.73	
290			Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating	UKC12	None	\$ 367.17	\$ 138.91	
291			Subloop Cross Connect DS1 Central Office Originating	UKC3X	None	\$ 641.81	\$ 262.67	
292			Subloop Cross Connect DS3 Central Office Originating	UKC5X	None	\$ 1,164.60	\$ 568.19	
293		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 1.15	\$ 88.25	\$ 72.50	
294			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.20	\$ 88.25	\$ 72.50	
295			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.20	\$ 88.25	\$ 72.50	
296			4-wire Analog Loop to POA - Method 1	UXRB1	\$ 1.55	\$ 102.60	\$ 88.00	
297			4-wire Analog Loop to POA - Method 2	UXRB2	\$ 1.60	\$ 102.60	\$ 88.00	
298			4-wire Analog Loop to POA - Method 3	UXRB3	\$ 1.60	\$ 102.60	\$ 88.00	
299			2-wire Digital Loop to POA - Method 1	UXRC1	\$ 1.15	\$ 88.25	\$ 72.50	
300			2-wire Digital Loop to POA - Method 2	UXRC2	\$ 1.20	\$ 88.25	\$ 72.50	
301			2-wire Digital Loop to POA - Method 3	UXRC3	\$ 1.20	\$ 88.25	\$ 72.50	
302			4-wire Digital Loop to POA - Method 1	UXRD1	\$ 1.55	\$ 147.90	\$ 101.15	
303			4-wire Digital Loop to POA - Method 2	UXRD2	\$ 1.60	\$ 147.90	\$ 101.15	
304			4-wire Digital Loop to POA - Method 3	UXRD3	\$ 1.60	\$ 147.90	\$ 101.15	
305			Analog Line Port to POA - Method 1	UXRE1	\$ 1.15	\$ 65.85	\$ 55.85	
306			Analog Line Port to POA - Method 2	UXRE2	\$ 1.20	\$ 65.85	\$ 55.85	
307			Analog Line Port to POA - Method 3	UXRE3	\$ 1.20	\$ 65.85	\$ 55.85	
308			ISDN BRI Line Port to POA - Method 1	UXRL1	\$ 1.55	\$ 75.30	\$ 66.20	

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309			ISDN BRI Line Port to POA - Method 2	UXRL2	\$ 1.60	\$ 75.30	\$ 66.20	
310			ISDN BRI Line Port to POA - Method 3	UXRL3	\$ 1.60	\$ 75.30	\$ 66.20	
311			ISDN PRI Trunk Port to POA - Method 1	UXRM1	\$ 1.55	\$ 124.35	\$ 115.30	
312			ISDN PRI Trunk Port to POA - Method 2	UXRM2	\$ 1.60	\$ 124.35	\$ 115.30	
313			ISDN PRI Trunk Port to POA - Method 3	UXRM3	\$ 1.60	\$ 124.35	\$ 115.30	
314			Analog DID Trunk Port to POA - Method 1	UXRH1	TBD	TBD	TBD	
315			Analog DID Trunk Port to POA - Method 2	UXRH2	TBD	TBD	TBD	
316			Analog DID Trunk Port to POA - Method 3	UXRH3	TBD	TBD	TBD	
317			DS1 Trunk Port to POA - Method 1	UXRK1	TBD	TBD	TBD	
318			DS1 Trunk Port to POA - Method 2	UXRK2	TBD	TBD	TBD	
319			DS1 Trunk Port to POA - Method 3	UXRK3	TBD	TBD	TBD	
320			Unbundled Dedicated Transport to POA: DS1 - Method 1	UXRQ1	\$ 12.30	N/A	N/A	
321			Unbundled Dedicated Transport to POA: DS1 - Method 2	UXRQ2	\$ 12.35	N/A	N/A	
322			Unbundled Dedicated Transport to POA: DS1 - Method 3	UXRQ3	\$ 12.35	N/A	N/A	
323			Unbundled Dedicated Transport to POA: DS3 - Method 1	under development	ICB	ICB	ICB	
324			Unbundled Dedicated Transport to POA: DS3 - Method 2	under development	ICB	ICB	ICB	
325			Unbundled Dedicated Transport to POA: DS3 - Method 3	under development	ICB	ICB	ICB	
326			Unbundled Dedicated Transport to POA: OC3 - Method 1	under development	ICB	ICB	ICB	
327			Unbundled Dedicated Transport to POA: OC3 - Method 2	under development	ICB	ICB	ICB	
328			Unbundled Dedicated Transport to POA: OC3 - Method 3	under development	ICB	ICB	ICB	
329			Unbundled Dedicated Transport to POA: OC12 - Method 1	under development	ICB	ICB	ICB	
330			Unbundled Dedicated Transport to POA: OC12 - Method 2	under development	ICB	ICB	ICB	
331			Unbundled Dedicated Transport to POA: OC12 - Method 3	under development	ICB	ICB	ICB	
332			Unbundled Dedicated Transport to POA: OC48 - Method 1	under development	ICB	ICB	ICB	
333			Unbundled Dedicated Transport to POA: OC48 - Method 2	under development	ICB	ICB	ICB	
334			Unbundled Dedicated Transport to POA: OC48 - Method 3	under development	ICB	ICB	ICB	
335		Local Switching	Local Switching-Per Originating or Terminating MOU Zone 1 (Urban STL, KS)	ZZULS	\$ 0.001988	None	None	
336			Local Switching-Per Originating or Terminating MOU Zone 2 (Suburban)	ZZULS	\$ 0.002391	None	None	
337			Local Switching-Per Originating or Terminating MOU Zone 3 (Rural)	ZZULS	\$ 0.003444	None	None	
338			Local Switching-Per Originating or Terminating MOU Zone 4 (Urban Springfield) E251	ZZULS	\$ 0.002934	None	None	
339			Local Switching-SS7 Signaling per call	ZZUU7	\$ 0.0005590	None	None	
340		Customized Routing Resale AIN	Per customer line	Not Applicable	\$ 0.10	None	None	
341			Per end office (unless previously charged under UNE)	Not Applicable	None	\$ 85.00	\$85.00	
342			SOAC Table Work (unless previously charged under UNE)	Not Applicable	None	\$ 6,201.00	\$6,201.00	
343			Development 1st LSP	Not Applicable	None	\$ 390,645.00	None	
344			Development Subsq LSP	Not Applicable	None	ICB	None	
345		Customized Routing UNE AIN	Per query per customer line	ZZURO	\$ 0.0002333	None	None	
346			SOAC Work Table (if not previously charged under resale)	Not Applicable	None	\$ 7,160.30	\$7,160.30	
347			SOAC Work Table (if previously charged under resale)	Not Applicable	None	\$ 959.30	\$959.30	
348			Per end office (if not previously charged under resale)	Not Applicable	None	\$ 98.10	\$98.10	
349			Per end office (if previously charged under resale)	Not Applicable	None	\$ 13.10	\$13.10	
350			Per Centrex-like Customer	Not Applicable	None	\$ 123.60	\$123.60	
351			Development 1st LSP	Not Applicable	None	\$273,916.32	None	
352			Development Subsq LSP	Not Applicable	None	ICB	None	
353		Switch Ports	Analog Line Port	UYP	\$ 3.35	\$ 95.50	\$ 85.50	
354			ISDN BRI Line Port - Zone	U1P	\$ 6.65	\$ 15.50	\$ 8.45	
355			ISDN PRI Line Port - Zone 1	UJP	\$ 198.75	\$ 513.75	\$ 235.95	
356			Analog DID Trunk Port	U5P	\$ 23.85	\$ 163.85	\$ 163.85	
357			DS1 Trunk Port	U9Z	\$ 255.55	\$ 388.00	\$ 286.75	

UNE AECN:
RESALE AECN:
ACNA:

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358		Switch Port Cross Connects	Analog Line Port to Collocation	RECUC	TBD	TBD	TBD	
359			Analog DID Trunk Port to Collocation	RECZC	TBD	TBD	TBD	
360			ISDN BRI Line Port to Collocation	RECLC	TBD	TBD	TBD	
361			ISDN PRI Trunk Port to Collocation	RECNC	TBD	TBD	TBD	
362			DS1 Trunk Port to Collocation	RECKC	TBD	TBD	TBD	
363		Feature Activation per Analog Line Port Type	Call Waiting	ESX	None	\$ 2.65	None	
364			Call Waiting ID	NWT	None	\$ 2.65	None	
365			Call Waiting ID Options (for end user Type 2.5 CPE)	NWL	None	\$ 2.65	None	
366			Call Forwarding Variable	ESM	None	\$ 2.65	None	
367			Call Forwarding Busy Line	EVV	None	\$ 2.65	None	
368			Call Forwarding Don't Answer	EVD	None	\$ 2.65	None	
369			Call Forwarding Busy Line Don't Answer	ESE	None	\$ 2.65	None	
370			Call Transfer Disconnect	FG3	None	\$ 2.65	None	
371			Simultaneous Call Forwarding	ESD	None	\$ 2.65	None	
372			Remote Access to Call Forwarding	RC3	None	\$ 2.65	None	
373			Three-Way Calling	ESC	None	\$ 2.65	None	
374			Speed Calling 8	ESL	None	\$ 2.65	None	
375			Speed Calling 30	ESF	None	\$ 2.65	None	
376			Auto Callback/Auto Redial	NSQ	None	\$ 2.65	None	
377			Distinctive Ring/Priority Call	NSK	None	\$ 2.65	None	
378			Selective Call Rejection/Call Blocker	NSY	None	\$ 2.65	None	
379			Auto Recall/Call Return	NSS	None	\$ 2.65	None	
380			Selective Call Forwarding	NCE	None	\$ 2.65	None	
381			Calling # Delivery	NSD	None	\$ 2.65	None	
382			CNAM Delivery	NMP	None	\$ 2.65	None	
383			Calling Number/Name Delivery Blocking/Per Ln Block	NBJ	None	\$ 2.65	None	
384			Calling Number/Name Blocking	NSG	None	\$ 2.65	None	
385			Anonymous Call Rejection	AYK	None	\$ 2.65	None	
386			Customer Alerting Enablement	AWS	None	\$ 2.65	None	
387			Toll Restriction	DH2	None	\$ 2.65	None	
388			International Direct Dialing Blocking	NR4BK	None	\$ 2.65	None	
389		Analog Line Port Features/per arrangement	Personalized Ring	DRS	None	\$ 6.35	None	
390			Personalized Ring - DN1	DRS1X	None	\$ 6.35	None	
391			Personalized Ring - DN2	DRS2X	None	\$ 6.35	None	
392			Hunting Arrangement	NR931	None	\$ 32.95	None	
393		Analog Line Port Features Activation per successful occurrence	Call Trace (per feature per port)	NST	None	\$ 2.65	None	
394			Call Trace (per successful occurrence per port)	ZZUCL	\$ 6.70	None	None	
395			Usage sensitive Call Return (per feature per port)	NV9	None	\$ 2.65	None	
396			Usage sensitive Call Return (per occurrence)	ZZURE	\$ 0.05	None	None	
397			Usage sensitive Auto ReDial (per feature per port)	NV8	None	\$ 2.65	None	
398			Usage sensitive Auto ReDial (per occurrence)	ZZUAR	\$ 0.05	None	None	
399			Usage sensitive Three Way Calling (per feature per port)	3UY	None	\$ 2.65	None	
400			Usage sensitive Three Way Calling (per occurrence)	ZZU3W	\$ 0.05	None	None	
401		ISDN BRI Basic/BRI Centrex-like & PRI Trunk Side	CSV/CSD per B channel	STHXX	None	\$ 19.65	None	
402			Additional Call Offering for CSV per B Channel	NCO	None	\$ 6.15	None	
403			Call Forwarding Don't Answer per B Channel	NQ6	None	\$ 6.15	None	
404			Call Forwarding Variable per B Channel	NVF	None	\$ 6.15	None	
405			Three-way Conference Calling per B Channel	NZ3	None	\$ 6.15	None	
406		ISDN BRI Port Features Package	Basic EKTS per B Channel	FPG1X	None	\$ 19.65		
407			CACH EKTS per B Channel	EFV1X	None	\$ 23.95	None	
408		ISDN BRI Basic Individual Port Features	Call Forwarding Interface Busy	NQ5	None	\$ 6.15	None	

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409			Calling Number Delivery	ZCN	None	\$ 6.15	None	
410			Hunt Group for CSD	HTKPG	None	\$ 6.15	None	
411			Hunt Group for CSV	GXH	None	\$ 6.15	None	
412			Message Waiting Indicator	NZW	None	\$ 6.15	None	
413			Secondary Only Telephone Number	DO6	None	\$ 6.15	None	
414		ISDN PRI Trunk Side Features	Backup D Channel	ZPBXD	None	\$ 63.80	None	
415			Calling Number Delivery	NXN	None	\$ 2.65	None	
416			Dynamic Channel Allocation	CCZ	None	\$ 12.85	None	
417		Analog Trunk Port DS1 Digital DID Trunk Port DID Trunk Port Features	DID #s - Initial 100 #s	ND8	None	\$ 170.45	None	
418			DID #s - Addtl. 100 #s	ND9	None	\$ 25.05	None	
419			DID #s - Initial 10 #s	NDZ	None	\$ 154.20	None	
420			DID #s - Addtl. 10 #s	NDA	None	\$ 8.80	None	
421		Centrex-like System Charges	System Establishment per serving office - Analog Only	SEPUX	None	\$ 803.35	\$ 803.35	
422			System Establishment per serving office - Analog/ISDN BRI Mix	SEPUY	None	\$ 803.35	\$ 803.35	
423			System Establishment per serving office - ISDN BRI Only	SEPUU	None	\$ 391.05	\$ 391.05	
424			System Subsequent Change per service office - Analog/ ISDN BRI mixed sys or BRI only Sys & Add ISDN to existing Analog only system	NR93X	None	\$ 284.95	\$ 284.95	
425			System Subsequent Conversion per serving office - Add Analog to existing ISDN BRI only system	NR93W	None	\$ 586.30	\$ 586.30	
426		Analog Line Port & BRI Line Port Centrex -Like Features	Auto Callback Calling/Business Group Callback	RGE	None	\$ 6.15	None	
427			Call Forwarding Busy Line	GCE	None	\$ 6.15	None	
428			Call Hold	6AB	None	\$ 6.15	None	
429			Call Pickup	E3P	None	\$ 6.15	None	
430			Call Transfer - All Calls	TF1PS	None	\$ 6.15	None	
431			Class of Service Restr. - Fully	ERSFC	None	\$ 6.15	None	
432			Class of Service Restr. - Semi	RQW	None	\$ 6.15	None	
433			Class of Service Restr. - Toll	ERSPA	None	\$ 6.15	None	
434			Consult. Hold	EBE	None	\$ 6.15	None	
435			Dial Call Waiting	WDK	None	\$ 6.15	None	
436			Directed Call Pickup - Non Barge in	69D	None	\$ 6.15	None	
437			Directed Call Pickup - With Barge in	6MD	None	\$ 6.15	None	
438			Distinctive Ring and Call Waiting Tone	DRJ	None	\$ 6.15	None	
439			Hunting Arrgmt - Basic	HRK	None	\$ 6.15	None	
440			Hunting Arrgmt - Circular	HCK	None	\$ 6.15	None	
441		Analog Line Port Centrex-Like Features	Standard feature initialization per analog port	NR935	None	\$ 5.40	None	
442			Call Forwarding Variable/ Business Group Call Forwarding Variable	HWJ	None	\$ 6.15	None	
443			Call Forwarding Don't Answer	69H	None	\$ 6.15	None	
444			Call Waiting - Intragroup/ Business Group Call Forwarding Variable.	NGW	None	\$ 6.15	None	
445			Call Waiting - Orig.	6SZ	None	\$ 6.15	None	
446			Call Waiting - Term.	HUH	None	\$ 6.15	None	
447			Speed Calling Personal	E18	None	\$ 6.15	None	
448			Three Way Calling	ESCPS	None	\$ 6.15	None	
449			Voice/Data Protection	D7N	None	\$ 6.15	None	
450		BRI Line Port Centrex-Like Features	Standard feature initialization per ISDN BRI Port	NR936	None	\$ 5.40	None	
451			Speed Calling Personal	NXG	None	\$ 6.15	None	
452		Tandem Switching	Tandem Switching Per Minute Of Use	ZZUTA	\$ 0.001510	None	None	
453		Blended Transport	Blended Transport Zone 1 (Urban STL,KC)	ZZUBT	\$ 0.000657	None	None	
454			Blended Transport Zone 2 (Suburban)	ZZUBT	\$ 0.000787	None	None	
455			Blended Transport Zone 3 (Rural)	ZZUBT	\$ 0.000860	None	None	
456			Blended Transport Zone 4 (Urban Springfield)	ZZUBT	\$ 0.000622	None	None	

SOUTHWESTERN BELL TELEPHONE, L.P.
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457			Blended Transport Interzone	ZZUBT	\$ 0.000806	None	None	
458		Common Transport	Common Transport Termination Per Minute of Use Zone 1 (Urban STL,KC)	ZZUCT	\$ 0.000190	None	None	
459			Common Transport Termination Per Minute of Use Zone 2 (Suburban)	ZZUCT	\$ 0.000285	None	None	
460			Common Transport Termination Per Minute of Use Zone 3 (Rural)	ZZUCT	\$ 0.000302	None	None	
461			Common Transport Termination Per Minute of Use Zone 4 (Urban Springfield)	ZZUCT	\$ 0.000162	None	None	
462			Common Transport Termination Per Minute of Use Interzone	ZZUCT	\$ 0.000332	None	None	
463			Common Transport Facility Per Minute, Per Mile Zone 1 (Urban STL,KC)	ZZUCT	\$ 0.000002	None	None	
464			Common Transport Facility Per Minute, Per Mile Zone 2 (Suburban)	ZZUCT	\$ 0.000007	None	None	
465			Common Transport Facility Per Minute, Per Mile Zone 3 (Rural)	ZZUCT	\$ 0.000015	None	None	
466			Common Transport Facility Per Minute, Per Mile Zone 4 (Urban Springfield)	ZZUCT	\$ 0.000001	None	None	
467			Common Transport Facility Per Minute, Per Mile Interzone	ZZUCT	\$ 0.000003	None	None	
468		Unbundled Dedicated Transport (UDT)	UDT-DS1 Entrance Facilities - Zone 1 (Urban STL,KC)	UENHX	\$ 135.20	\$ 324.50	\$ 128.10	
469			UDT-DS1 Entrance Facilities - Zone 2 (Suburban)	UENHX	\$ 152.15	\$ 324.50	\$ 128.10	
470			UDT-DS1 Entrance Facilities - Zone 3 (Rural)	UENHX	\$ 167.05	\$ 324.50	\$ 128.10	
471			UDT-DS1 Entrance Facilities - Zone 4 (Urban Springfield)	UENHX	\$ 135.20	\$ 324.50	\$ 128.10	
472			UDT-DS3 Entrance Facilities - Zone 1 (Urban STL,KC)	UENJX	\$ 1,326.80	\$ 556.10	\$ 247.30	
473			UDT-DS3 Entrance Facilities - Zone 2 (Suburban)	UENJX	\$ 1,392.75	\$ 556.10	\$ 247.30	
474			UDT-DS3 Entrance Facilities - Zone 3 (Rural)	UENJX	\$ 1,434.60	\$ 556.10	\$ 247.30	
475			UDT-DS3 Entrance Facilities - Zone 4 (Urban Springfield)	UENJX	\$ 1,326.80	\$ 556.10	\$ 247.30	
476			UDT-OC3 Entrance Facilities - Zone 1 (Urban STL,KC)	UENKX	\$ 802.60	\$ 959.45	\$ 466.35	
477			UDT-OC3 Entrance Facilities - Zone 2 (Suburban)	UENKX	\$ 855.90	\$ 959.45	\$ 466.35	
478			UDT-OC3 Entrance Facilities - Zone 3 (Rural)	UENKX	\$ 924.70	\$ 959.45	\$ 466.35	
479			UDT-OC3 Entrance Facilities - Zone 4 (Urban Springfield)	UENKX	\$ 802.60	\$ 959.45	\$ 466.35	
480			UDT-OC12 Entrance Facilities - Zone 1 (Urban STL,KC)	UENLX	\$ 2,394.25	\$ 989.90	\$ 496.85	
481			UDT-OC12 Entrance Facilities - Zone 2 (Suburban)	UENLX	\$ 2,447.50	\$ 989.90	\$ 496.85	
482			UDT-OC12 Entrance Facilities - Zone 3 (Rural)	UENLX	\$ 2,516.35	\$ 989.90	\$ 496.85	
483			UDT-OC12 Entrance Facilities - Zone 4 (Urban Springfield)	UENLX	\$ 2,394.25	\$ 989.90	\$ 496.85	
484			UDT-OC48 Entrance Facilities - Zone 1 (Urban STL,KC)	under development	ICB	ICB	ICB	
485			UDT-OC48 Entrance Facilities - Zone 2 (Suburban)	under development	ICB	ICB	ICB	
486			UDT-OC48 Entrance Facilities - Zone 3 (Rural)	under development	ICB	ICB	ICB	
487			UDT-OC48 Entrance Facilities - Zone 4 (Urban Springfield)	under development	ICB	ICB	ICB	
488			UDT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05	
489			UDT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 151.55	\$ 455.35	\$ 291.05	
490			UDT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNHS	\$ 279.30	\$ 455.35	\$ 291.05	
491			UDT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05	
492			UDT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 200.10	\$ 455.35	\$ 291.05	
493			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 3.10	None	None	
494			(Suburban)	ULNHS	\$ 8.75	None	None	
495			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNHS	\$ 14.55	None	None	
496			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 3.10	None	None	
497			UDT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 4.80	None	None	
498			UDT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75	
499			UDT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 2,783.40	\$ 490.35	\$ 332.75	
500			UDT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNJS	\$ 3,384.95	\$ 490.35	\$ 332.75	
501			UDT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75	
502			UDT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 3,288.30	\$ 490.35	\$ 332.75	
503			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 81.80	None	None	
504			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 304.75	None	None	

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505			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNJS	\$ 312.90	None	None	
506			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 81.80	None	None	
507			UDT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 124.45	None	None	
508			UDT-OC3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNKS	\$ 2,691.80	\$ 676.30	\$ 401.85	
509			UDT-OC3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNKS	\$ 2,743.65	\$ 676.30	\$ 401.85	
510			UDT-OC3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNKS	None	None	None	
511			UDT-OC3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNKS	\$ 2,691.80	\$ 676.30	\$ 401.85	
512			UDT-OC3 Interoffice Transport, First Mile - Interzone	ULNKS	\$ 2,496.70	\$ 676.30	\$ 401.85	
513			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNKS	\$ 6.00	None	None	
514			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNKS	\$ 52.60	None	None	
515			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNKS	None	None	None	
516			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNKS	\$ 6.00	None	None	
517			UDT-OC3 Interoffice Transport, Each Additional Mile - Interzone	ULNKS	\$ 4.80	None	None	
518			UDT-OC12 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNLS	\$ 8,486.95	\$ 737.25	\$ 462.75	
519			UDT-OC12 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNLS	\$ 10,102.90	\$ 737.25	\$ 462.75	
520			UDT-OC12 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNLS	None	None	None	
521			UDT-OC12 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNLS	\$ 8,486.95	\$ 737.25	\$ 462.75	
522			UDT-OC12 Interoffice Transport, First Mile - Interzone	ULNLS	None	None	None	
523			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNLS	\$ 22.10	None	None	
524			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNLS	\$ 210.40	None	None	
525			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNLS	None	None	None	
526			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNLS	\$ 22.10	None	None	
527			UDT-OC12 Interoffice Transport, Each Additional Mile - Interzone	ULNLS	None	None	None	
528			UDT-OC48 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNNS	ICB	ICB	ICB	
529			UDT-OC48 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNNS	ICB	ICB	ICB	
530			UDT-OC48 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNNS	ICB	ICB	ICB	
531			UDT-OC48 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNNS	ICB	ICB	ICB	
532			UDT-OC48 Interoffice Transport, First Mile - Interzone	ULNNS	ICB	ICB	ICB	
533			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	under development	ICB	ICB	ICB	
534			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	under development	ICB	ICB	ICB	
535			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	under development	ICB	ICB	ICB	
536			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	under development	ICB	ICB	ICB	
537			UDT-OC48 Interoffice Transport, Each Additional Mile - Interzone	under development	ICB	ICB	ICB	
538		Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	\$ 11.30	\$ 229.05	\$ 225.05	
539			DS3 to Collocation	UCXJX	\$ 39.55	\$ 156.25	\$ 109.50	
540			OC3 to Collocation	UCXKX	\$ 2.94	\$ 33.86	\$ 22.57	
541			OC12 to Collocation	UCXLX	\$ 2.94	\$ 33.86	\$ 22.57	
542			OC48 to Collocation	UCXNX	\$ 2.94	\$ 33.86	\$ 22.57	
543		Network Reconfiguration Service	DSO DS1 Port	UDUDX	\$ 11.35	\$ 35.70	None	
544			DSO DS3 Port	(UDU3X) under development	\$ 318.10	\$ 35.70	None	
545			Database Modification	NR9U4	None	\$ 107.15	None	
546		Multiplexing	DS1 to VG	UM4BX	\$ 199.60	\$ 29.85	\$ 17.90	

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547			DS3 to DS1	UM4AX	\$ 712.05	\$ 980.20	\$ 924.15	
548			OC-3 to 1-84 DS1s	UM4DX	\$ 881.25	\$ 788.50	\$ 499.05	
549			OC-3 to 1-3 DS3	UM4EX	\$ 698.65	\$ 334.45	\$ 227.10	
550			OC-3 to 1-3 EC-1	(UM4HX)	\$ 698.65	\$ 334.45	\$ 227.10	
551			OC-12 to 1-12 DS3	UM4FX	\$ 1,305.45	\$ 334.45	\$ 227.10	
552			OC-12 to 1-12 EC-1/STS-1	(UMULX)	\$ 1,483.95	\$ 334.45	\$ 227.10	
553			OC-12 to 1-4 OC-3/OC-3	UMULX	\$ 1,456.95	\$ 334.45	\$ 227.10	
554		Dark Fiber	Dark Fiber - Interoffice per strand	ULYCX	\$ 53.80	\$ 1,653.68	\$ 1,653.68	
555			Dark Fiber - Interoffice per foot Zone 1 (Urban STL, KS)	ULNCF	\$ 0.001250	None	None	
556			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.004020	None	None	
557			Dark Fiber - Interoffice per foot Zone 3 (Rural)	ULNCF	\$ 0.007790	None	None	
558			Dark Fiber - Interoffice per foot Zone 4 Urban (Springfield)	ULNCF	\$ 0.001280	None	None	
559			Dark Fiber Loop - CO to Customer Prem-per strand	UL1WX	\$ 22.23	\$ 599.33	\$ 599.33	
560			Dark Fiber Loop - CO to Customer, per foot Zone 1 (Urban STL, KS)	ULOWG	\$ 0.001250	None	None	
561			Dark Fiber Loop - CO to Customer, per foot Zone 2 (Suburban)	ULOWG	\$ 0.004020	None	None	
562			Dark Fiber Loop - CO to Customer, per foot Zone 3 (Rural)	ULOWG	\$ 0.007790	None	None	
563			Dark Fiber Loop - CO to Customer, per foot Zone 4 (Urban Springfield)	ULOWG	\$ 0.001280	None	None	
564			Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	UL1YX	\$ 22.23	\$ 599.33	\$ 599.33	
565			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 1 (Urban STL, KS)	ULOYG	\$ 0.001250	None	None	
566			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 2 (Suburban)	ULOYG	\$ 0.004020	None	None	
567			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 3 (Rural)	ULOYG	\$ 0.007790	None	None	
568			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 4 (Urban Springfield)	ULOYG	\$ 0.001280	None	None	
569			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	ULTOX	\$ 22.23	\$ 562.13	\$ 562.13	
570			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 1 (Urban STL, KS)	ULOOJ	\$ 0.001250	None	None	
571			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 2 (Suburban)	ULOOJ	\$ 0.004020	None	None	
572			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 3 (Rural)	ULOOJ	\$ 0.007790	None	None	
573			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 4 (Urban Springfield)	ULOOJ	\$ 0.001280	None	None	
574			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 6.87	\$ 81.04	\$ 81.04	
575			Dark Fiber Cross Connect - Loop	UKCHX	\$ 3.37	\$ 68.58	\$ 68.58	
576			Dark Fiber Cross Connect - Subloop (CO to RT/CEV/HUT)	UKCTX	\$ 3.37	\$ 88.72	\$ 88.72	
577			Dark Fiber Cross Connect - Subloop (CEV/HUT/RT to RT/EU)	UKCTX	\$ 3.37	\$ 88.72	\$ 88.72	
578			Dark Fiber - Loop Inquiry	NR9D7	None	\$ 91.92	\$ 91.92	
579			Dark Fiber - Sub Loop Inquiry	NR9DX	None	\$ 91.92	\$ 91.92	
580			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 580.11	\$ 580.11	
581		SS7	SS7 Link Cross Connect - DS0	5-state billed in IBIS	\$ 74.15	\$ 299.30	\$ 235.75	
582			SS7 Link Cross Connect - DS1	5-state billed in IBIS	\$ 53.65	\$ 266.70	\$ 203.15	
583			STP to SBC Missouri MDF - DSO	5-state billed in IBIS	\$ 74.15	\$ 299.30	\$ 235.75	
584			STP to SBC Missouri DSX Frame-DS1	5-state billed in IBIS	\$ 53.65	\$ 266.70	\$ 203.15	
585			STP Port Termination	IBIS billed	\$ 621.65	\$ 455.65	None	
586			STP Access Link-1.544 Mbps	IBIS billed	See Dedicated Transport	None	None	
587			STP Access Link-56.Kbps (fixed)	IBIS billed	\$ 100.16	None	None	
588			STP Access Link-56.Kbps (per mile)	IBIS billed	\$ 0.91	None	None	
589			SS7 Transport per Octet	IBIS billed	\$ 0.00000280	None	None	
590			Signaling Point Code Addition	IBIS billed	None	\$ 59.75	None	
591			Global Title Translation Addition (GTT)	Under development	None	\$ 26.60	None	
592		Line Information Database (LIDB)	Validation Query (Includes SMS & Sleuth)	Not Applicable	\$ 0.02600	None	None	
593			OLNS Query (Includes SMS)	Not Applicable	\$ 0.00550	None	None	
594			CNAM Query (Includes SMS)	Not Applicable	\$ 0.00360	None	None	
595			Query Transport (Applies to Validation, OLNS & CNAM)	Not Applicable	\$ 0.00440	None	None	
596			Service Order Cost	Not Applicable	None	\$ 256.70	None	
597			Service Establishment Charge	Not Applicable	None	\$ 59.75	None	
598		800 Database	Toll Free Database Query	Not Applicable	\$ 0.000445	None	None	

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599			Call Handling and Destination	Not Applicable	\$ 0.000054	None	None	
600		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 69.70	None	
601			Manual Change - Simple	NRBUO	None	\$ 67.25	None	
602			Manual Record - Simple	NRBUU	None	\$ 41.60	None	
603			Manual Disconnect - Simple	NRBUW	None	\$ 34.90	None	
604			Manual Suspend - Simple	NRBJZ	None	\$ 41.60	None	
605			Manual Restore - Simple	NRBJ9	None	\$ 41.60	None	
606			Manual Expedited - Simple	(NRBUQ)	None	\$ 69.70	None	
607			Manual Customer Not Ready - Simple	(NRBUQ)	None	\$ 69.70	None	
608			Manual Due Date Change or Cancellation - Simple	(NRBUQ)	None	\$ 69.70	None	
609			Manual New - Complex	NRBUR	None	\$ 285.20	None	
610			Manual Change - Complex	NRBUP	None	\$ 158.55	None	
611			Manual Record - Complex	NRBUV	None	\$ 132.85	None	
612			Manual Disconnect - Complex	NRBUX	None	\$ 76.20	None	
613			Manual Suspend - Complex	NRBJ7	None	\$ 132.85	None	
614			Manual Restore - Complex	NRBJ8	None	\$ 132.85	None	
615			Manual Expedited - Complex	(NRBUR)	None	\$ 285.20	None	
616			Manual Customer Not Ready - Complex	(NRBUR)	None	\$ 285.20	None	
617			Manual Due Date Change or Cancellation - Complex	(NRBUR)	None	\$ 285.20	None	
618			Electronic New - Simple	NR9W2	None	\$ 5.00	None	
619			Electronic New - Complex	NRBAW	None	\$ 5.00	None	
620			Electronic Change - Simple	NR9GG	None	\$ 5.00	None	
621			Electronic Record - Simple	NR9GU	None	\$ 5.00	None	
622			Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	None	
623			Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	None	
624			Electronic Restore - Simple	NRBJ6	None	\$ 5.00	None	
625			Electronic Expedited - Simple	(NR9W2)	None	\$ 5.00	None	
626			Electronic Customer Not Ready - Simple	(NR9W2)	None	\$ 5.00	None	
627			Electronic Due Date Change or Cancellation - Simple	(NR9W2)	None	\$ 5.00	None	
628			PIC Change Charge	NRBL9	None	\$ 5.00	None	
629								
630		OTHER						
631		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	
632			Distance Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None	
633			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
634			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None	
635			Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
636			Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None	
637			Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 2,200.00	None	
638			Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	\$ 1,000.00	None	
639			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.05850	None	
640			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.05850	None	
641			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
642			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
643			Reverse Directory Assistance (RDA)	ZZUO8	\$ 0.65	None	None	
644		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None	None	
645			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.020	None	None	
646			Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
647			Operator Services - Branding Per call	ZZUCB	\$ 0.025	None	None	
648			Operator Services-Rate Reference - Initial	NRBDL	None	\$ 2,200.00	None	
649			Operator Services - Rate Reference - Subsequent Load	NRBDM	None	\$ 1,000.00	None	
650			Intralata Message Rating - Rate per initial load	Not Applicable	None	\$ 605.23	None	
651			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 605.23	None	
652		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None	
653			UNE Electronic Billing Information Data (daily usage) per message	ASBS	\$ 0.003	None	None	
654			Local Discount Report (LDR) per WTN	CRIS	\$ 0.10	None	None	
655		BCR	Per interstate local message	Not Applicable	\$ 0.050	None	None	
656			Per local message	Not Applicable	\$ 0.08	None	None	
657		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None	
658			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
APRIL 3, 2003

APPENDIX PRICING
SCHEDULE OF PRICES
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SBC MO

Line	Change/Up date	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
659			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	
660			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	
661			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None	
662		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
663			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
664		Maintenance or Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 42.75	\$ 34.20	
665			Overtime - per half hour	MVV	None	\$ 53.45	\$ 43.35	
666			Premium Time - per half hour	MVV	None	\$ 64.10	\$ 52.50	
667		Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 42.75	\$ 34.20	
668			Overtime - per half hour	ALK, ALT, ALH	None	\$ 53.45	\$ 43.35	
669			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 64.10	\$ 52.50	
670					Annual Rates			
671		Poles and Duct (Structure)	Poles (\$/attachment/yr.)*		\$ 2.35			
672								
673			Per Foot Conduit Occupancy Fees					
674			Full Duct (\$/ft/yr.)		\$ 0.41			
675			Half Duct (\$/ft/yr)		\$ 0.21			
676								
677			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
678								
679								
680			Contract Administration Fee			\$ 125.00		
681			Administrative Record-Keeping Fee			\$ 125.00		
682								
683		OSS (Operational Support Systems)						
684			System Access	ASBS	\$3,345.00	None	None	
685			Remote Facility per port - Direct Connection	ASBS	\$1,580.00	None	None	
686			Remote Facility per port - Dial-up Connection	ASBS	\$316.00	None	None	
687								
688			RECIPROCAL COMPENSATION					
689			End Office Local Termination - Zone 1 Urban					
690			Set up charge, per call	ZZUR8	\$ 0.002164			
691			Duration charge, per MOU	ZZUR2	\$ 0.001309			
692								
693			End Office Local Termination - Zone 2 Suburban					
694			Set up charge, per call	ZZUR8	\$ 0.002602			
695			Duration charge, per MOU	ZZUR2	\$ 0.001575			
696								
697			End Office Local Termination - Zone 3 Rural					
698			Set up charge, per call	ZZUR8	\$ 0.003748			
699			Duration charge, per MOU	ZZUR2	\$ 0.002269			
700								
701			End Office Local Termination - Zone 4 - Springfield					
702			Set up charge, per call	ZZUR8	\$ 0.003193			
703			Duration charge, per MOU	ZZUR2	\$ 0.001933			
704								
705			Tandem Switching					
706			Set up charge, per call		\$ 0.002768			
707			Duration charge, per MOU	ZZUR1	\$ 0.000642			
708								
709			Common Transport					
710			Termination per Minute of Use Zone 1 (Urban STL, KS)	ZZUST	\$ 0.0001900			
711			Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$ 0.0002850			

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
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712			Termination per Minute of Use Zone 3 (Rural)	ZZUST	\$ 0.0003020			
713			Termination per Minute of Use Zone 4 (Suburban Springfield)	ZZUST	\$ 0.0001620			
714			Termination per Minute of Use Interzone	ZZURF	\$ 0.0003320			
715			Facilities per Minute, per Mile Zone 1 (Urban)	ZZURF	\$ 0.0000017			
716			Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$ 0.0000070			
717			Facilities per Minute, per Mile Zone 3 (Rural)	ZZURF	\$ 0.0000151			
718			Facilities per Minute, per Mile Zone 4 (Suburban Springfield)	ZZURF	\$ 0.0000010			
719			Facilities per Minute, per Mile Interzone	ZZURF	\$ 0.0000035			
720								
721		Tandem Switching	Tandem Switching Per Minute of Use	Not Applicable	\$ 0.001510	None	None	
722		Common Transport	Common Transport - Termination per Minute of Use Zone 1 (Urban STL, KS)	Not Applicable	\$ 0.000190	None	None	
723			Common Transport - Termination per Minute of Use Zone 2 (Suburban)	Not Applicable	\$ 0.000285	None	None	
724			Common Transport - Termination per Minute of Use Zone 3 (Rural)	Not Applicable	\$ 0.000302	None	None	
725			Common Transport - Termination per Minute of Use Zone 4 (Suburban Springfield)	Not Applicable	\$ 0.000162	None	None	
726			Common Transport - Termination per Minute of Use Interzone	Not Applicable	\$ 0.000332	None	None	
727			Common Transport - Facilities per Minute, per Mile Zone 1 (Urban)	Not Applicable	\$ 0.000002	None	None	
728			Common Transport - Facilities per Minute, per Mile Zone 2 (Suburban)	Not Applicable	\$ 0.000007	None	None	
729			Common Transport - Facilities per Minute, per Mile Zone 3 (Rural)	Not Applicable	\$ 0.000015	None	None	
730			Common Transport - Facilities per Minute, per Mile Zone 4 (Suburban Springfield)	Not Applicable	\$ 0.000001	None	None	
731			Common Transport - Facilities per Minute, per Mile Interzone	Not Applicable	\$ 0.000003	None	None	
732		Local Switching	Local Switching - Per Originating or Terminating MOU Zone 1 (Urban STL, KS)	Not Applicable	\$ 0.001988	None	None	
733			Local Switching - Per Originating or Terminating MOU Zone 2 (Suburban)	Not Applicable	\$ 0.002391	None	None	
734			Local Switching - Per Originating or Terminating MOU Zone 3 (Rural)	Not Applicable	\$ 0.003444	None	None	
735			Local Switching - Per Originating or Terminating MOU Zone 4 (Urban Springfield)	Not Applicable	\$ 0.002934	None	None	
736		Transiting	Transiting - Zone 1 (Urban STL, KS)	Not Applicable	\$ 0.001712	None	None	
737			Transiting - Zone 2 (Suburban)	Not Applicable	\$ 0.001844	None	None	
738			Transiting - Zone 3 (Rural)	Not Applicable	\$ 0.001918	None	None	
739			Transiting - Zone 4 (Urban Springfield)	Not Applicable	\$ 0.001679	None	None	
740			Transiting - OCA (Optional Area)	Not Applicable	n/a	None	None	
741			Transiting - Out of Region	Not Applicable	\$ 0.006000	None	None	
742		OCA	OCA Transport & Termination	Not Applicable	n/a	None	None	
743								
744								
745								
746								
747			** The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SBC Missouri will provide certain					
748			arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreement					
749			based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or					
750			regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the					
751			Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations					
752			are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders,					
753			rules and regulations. The Parties recognize and agree that, in the event of any amendment of the					
754			Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other					
755			legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining					
756			to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action					
757			invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant					
758			provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to					
759			be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to					
760			contest the validity of any law, rule, court or regulatory decision or order or other requirement that specific					
761			provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule,					
762			court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SBC Missouri					
763			be obligated to provide such rates, terms and conditions beyond the period of time SBC Missouri is obligated to provide					
764			such rates, terms and conditions to the Party who originally arbitrated such provisions					
765								
766			*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					
767								
768			**** Pursuant to the Missouri Public Service Commission's Order in Case No. TO-99-461, the charge for loop conditioning					
769			performed on a single loop of 12,000 feet to 18,000 feet in length shall not exceed \$727.20. This provisioning					

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
APRIL 3, 2003

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SBC MO

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770			is governed by Section 2.10 of the General Terms and Conditions Appendix.					
771					RESALE DISCOUNTS			
772			BUSINESS		<u>RECURRING</u>	<u>NON-RECURRING</u>		
773			LOCAL EXCHANGE SERVICE					
774			Business 1 Party		19.20%	19.20%	NA	
775			Business - Multi-Line Hunting		19.20%	19.20%	NA	
776			Business Measured		19.20%	19.20%	NA	
777			Business Measured (HTG Class of Service)		19.20%	19.20%	NA	
778							NA	
779			EXPANDED LOCAL CALLING				NA	
780			Mandatory EAS		19.20%	19.20%	NA	
781			Optional Metropolitan Calling Area		19.20%	19.20%	NA	
782							NA	
783			VERTICAL SERVICES				NA	
784			Auto Redial		19.20%	19.20%	NA	
785			Call Blocker		19.20%	19.20%	NA	
786			Call Forwarding		19.20%	19.20%	NA	
787			Call Forwarding - Busy Line		19.20%	19.20%	NA	
788			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
789			Call Forwarding - Don't Answer		19.20%	19.20%	NA	
790			Call Return		19.20%	19.20%	NA	
791			Call Trace		19.20%	19.20%	NA	
792			Call Waiting		19.20%	19.20%	NA	
793			Calling Name		19.20%	19.20%	NA	
794			Calling Number		19.20%	19.20%	NA	
795			ComCall®		19.20%	19.20%	NA	
796			Personalized Ring (1 dependent number)		19.20%	19.20%	NA	
797			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA	
798			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA	
799			Priority Call		19.20%	19.20%	NA	
800			Remote Access to Call Forwarding		19.20%	19.20%	NA	
801			Selective Call Forwarding		19.20%	19.20%	NA	
802			Simultaneous Call Forwarding		19.20%	19.20%	NA	
803			Speed Calling 8		19.20%	19.20%	NA	
804			Speed Calling 30		19.20%	19.20%	NA	
805			Three Way Calling		19.20%	19.20%	NA	
806							NA	
807			DID				NA	
808			DID (First Block of 100 - Category 1)		19.20%	19.20%	NA	
809			DID (First Block of 10 - Category 1)		19.20%	19.20%	NA	
810			DID (Ea. adl. block of 10 after first 10 - Category 1)		19.20%	19.20%	NA	
811			DID (Ea. adl. block of 100 after first 100 - Category 2)		19.20%	19.20%	NA	
812			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.20%	19.20%	NA	
813			DID (with Multifrequency)		19.20%	19.20%	NA	
814			DID (with Dual-Tone Multifrequency)		19.20%	19.20%	NA	
815			DID (1st 10 Trunks or access lines)		19.20%	19.20%	NA	
816			DID (11th thru 50th trunk or network access line)		19.20%	19.20%	NA	
817			DID (51st trunk or network access line)		19.20%	19.20%	NA	
818							NA	
819			TRUNKS				NA	
820			Analog Trunks		19.20%	19.20%	NA	
821			Digital Trunks		19.20%	19.20%	NA	
822							NA	
823			AIN				NA	
824			Area Wide Networking		19.20%	19.20%	NA	
825			Disaster Routing Service		19.20%	19.20%	NA	
826			Intelligent Redirectsm		19.20%	19.20%	NA	
827			Intellinumber		19.20%	19.20%	NA	
828			Positive ID		19.20%	19.20%	NA	
829							NA	
830			OTHER				NA	
831			Bundled Telecommunications Services (e.g., the Works)		19.20%	19.20%	NA	
832			Customer Alerting Enablement		19.20%	19.20%	NA	
833			Grandfathered Services		19.20%	19.20%	NA	
834			Hot Line		19.20%	19.20%	NA	
835			Hunting		19.20%	19.20%	NA	
836			Local Operator Assistance Service		13.91%	13.91%	NA	
837			Night Number associated with Telephone Number		19.20%	19.20%	NA	

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
APRIL 3, 2003

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SBC MO

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838			Night Number associated with a Terminal		19.20%	19.20%	NA	
839			Promotions (Greater than 90 days)		19.20%	19.20%	NA	
840			Preferred Number Service		19.20%	19.20%	NA	
841			Telebranch®		19.20%	19.20%	NA	
842			TouchTone		19.20%	19.20%	NA	
843			Voice Dial		19.20%	19.20%	NA	
844			Warm Line		19.20%	19.20%	NA	
845							NA	
846			Data Services				NA	
847			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.20%	19.20%	NA	
848			PBX Trunks		19.20%	19.20%	NA	
849			Mult-Service Optical Network (MON)		19.20%	19.20%	NA	
850			OCn-PTP		19.20%	19.20%	NA	
851			DS3		19.20%	19.20%	NA	
852							NA	
853			ISDN				NA	
854			Digilinesm (ISDN BRI)		19.20%	19.20%	NA	
855			Select Video Plus®		19.20%	19.20%	NA	
856			Smart Trunksm (ISDN PRI)		19.20%	19.20%	NA	
857			SuperTrunk		19.20%	19.20%	NA	
858							NA	
859			TOLL				NA	
860			IntraLATA MTS		19.20%	19.20%	NA	
861			MaxiMizer 800®		19.20%	19.20%	NA	
862			OutWATS		19.20%	19.20%	NA	
863			800 Service		19.20%	19.20%	NA	
864							NA	
865			OPTIONAL TOLL CALLING PLANS				NA	
866			1+ SAVERsm		19.20%	19.20%	NA	
867			1+SAVER Direct		19.20%	19.20%	NA	
868			Community Optional Saver		19.20%	19.20%	NA	
869			Outstate Calling Area Service		19.20%	19.20%	NA	
870							NA	
871			PLEXAR®				NA	
872			Plexar I®		19.20%	19.20%	NA	
873			Plexar II®		19.20%	19.20%	NA	
874			Plexar Custom®		19.20%	19.20%	NA	
875							NA	
876			PRIVATE LINE				NA	
877			Analog Private Lines		19.20%	19.20%	NA	
878			Business Video Service		19.20%	19.20%	NA	
879			Digital Loop Service		19.20%	19.20%	NA	
880			DOVLink		19.20%	19.20%	NA	
881			Foreign Exchange Service		19.20%	19.20%	NA	
882			Foreign Serving Office		19.20%	19.20%	NA	
883			Frame Relay		19.20%	19.20%	NA	
884			Group Alerting Services		19.20%	19.20%	NA	
885			MegaLink II®		19.20%	19.20%	NA	
886			MegaLink III®		19.20%	19.20%	NA	
887			MicroLink I®		19.20%	19.20%	NA	
888			MicroLink II®		19.20%	19.20%	NA	
889			MultiPoint Video		19.20%	19.20%	NA	
890			Service Loop Facility Modification Service		19.20%	19.20%	NA	
891							NA	
892					RESALE DISCOUNTS		NA	
893			RESIDENCE		RECURRING	NON-RECURRING	NA	
894			LOCAL EXCHANGE SERVICE				NA	
895			Life Line and Link Up America Services		19.20%	19.20%	NA	
896			Residence 1 Party		19.20%	19.20%	NA	
897			Residence Measured		19.20%	19.20%	NA	
898							NA	
899			EXPANDED LOCAL CALLING				NA	
900			Mandatory EAS		19.20%	19.20%	NA	
901			Optional Metropolitan Calling Area		19.20%	19.20%	NA	
902							NA	
903			VERTICAL SERVICES				NA	
904			Auto Redial		19.20%	19.20%	NA	
905			Call Blocker		19.20%	19.20%	NA	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
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906			Call Forwarding		19.20%	19.20%	NA	
907			Call Forwarding - Busy Line		19.20%	19.20%	NA	
908			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
909			Call Forwarding - Don't Answer		19.20%	19.20%	NA	
910			Call Return		19.20%	19.20%	NA	
911			Call Trace		19.20%	19.20%	NA	
912			Call Waiting		19.20%	19.20%	NA	
913			Calling Name		19.20%	19.20%	NA	
914			Calling Number		19.20%	19.20%	NA	
915			ComCall®		19.20%	19.20%	NA	
916			Personalized Ring (1 dependent number)		19.20%	19.20%	NA	
917			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA	
918			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA	
919			Priority Call		19.20%	19.20%	NA	
920			Remote Access to Call Forwarding		19.20%	19.20%	NA	
921			Selective Call Forwarding		19.20%	19.20%	NA	
922			Simultaneous Call Forwarding		19.20%	19.20%	NA	
923			Speed Calling 8		19.20%	19.20%	NA	
924			Three Way Calling		19.20%	19.20%	NA	
925							NA	
926			ISDN				NA	
927			Digiline		19.20%	19.20%	NA	
928							NA	
929			OTHER				NA	
930			Bundled Telecommunications Services (e.g., the works		19.20%	19.20%	NA	
931			Customer Alerting Enablement		19.20%	19.20%	NA	
932			Grandfathered Services		19.20%	19.20%	NA	
933			Hot Line		19.20%	19.20%	NA	
934			Promotions (Greater than 90 days)		19.20%	19.20%	NA	
935			Preferred Number Service		19.20%	19.20%	NA	
936			TouchTone		19.20%	19.20%	NA	
937			Voice Dial		19.20%	19.20%	NA	
938			Warm Line		19.20%	19.20%	NA	
939							NA	
940							NA	
941			OTHER (Resale)				NA	
942					RECURRING	NON-RECURRING	NA	
943			DIRECTORY ASSISTANCE SERVICES		13.91%	13.91%	NA	
944			Nationwide Listing Services (NLS)		13.91%	13.91%	NA	
945							NA	
946			TOLL				NA	
947			Home 800sm		19.20%	19.20%	NA	
948			IntraLATA MTS		19.20%	19.20%	NA	
949							NA	
950			OPTIONAL TOLL CALLING PLANS				NA	
951			1+ SAVERsm		19.20%	19.20%	NA	
952			1+SAVER Direct		19.20%	19.20%	NA	
953			Community Optional Saver		19.20%	19.20%	NA	
954			Outstate Calling Area Service		19.20%	19.20%	NA	
955			900 Call Restriction		19.20%	19.20%	NA	
956			Access Services		0%	0%	NA	
957			Additional Directory Listings		19.20%	19.20%	NA	
958			Bill Plus		5%	5%	NA	
959			Company Initiated Suspension Service		0%	0%	NA	
960			Directory Assistance Services		13.91%	13.91%	NA	
961			Connections with Terminal Equipment and Communications Equipment		0%	0%	NA	
962			Consolidated Billing		5%	5%	NA	
963			Construction Charges		0%	0%	NA	
964			Customer Initiated Suspension Service		0%	0%	NA	
965			Exchange Interconnection Service		0%	0%	NA	
966			Operator Services		13.91%	13.91%	NA	
967			Local Operator Assistance Service		13.91%	13.91%	NA	
968			Maintenance of Service Charges		0%	0%	NA	
969			Prepaid Calling Cards		19.20%	19.20%	NA	
970			Telecommunications Service Priority Systems		0%	0%	NA	
971			Toll Billing Exception (Billed Number Screen)		19.20%	19.20%	NA	
972			Toll Restriction		19.20%	19.20%	NA	
973			Wireless Carrier Interconnection Services		0%	0%	NA	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
APRIL 3, 2003

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974							NA	
975			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA	NA	
976								
977								
978								
979			Local disconnect Report (LDR)					
980			Per WTN		\$ 0.10	NA	NA	
981								
982			Simple conversion charge per billable number		NA	\$ 25.00	NA	
983			Electronic conversion orders per billable number		NA	\$ 5.00	NA	
984			Complex conversion orders per billable number		NA	\$ 125.00	NA	
985								
986			SBC Missouri transmittal of CLEC end-user listing to 3rd		NA	\$ 100.00	NA	
987			party pub, per occurrence, per dir publisher					
988								
989			OS/DA					
990			Branding - Resellers					
991			- Initial Load	NRBDG	NA	\$1,800.00	NA	
992			- Subsequent Load	NRBDG	NA	\$1,800.00	NA	
993			- Per Call	ZZUCB	\$0.025	NA	NA	
994			External Rater - Resellers					
995			- Initial Load	NRBDL	NA	\$2,200.00	NA	
996			- Subsequent Load	NRBDM	NA	\$1,000.00	NA	
997								
998			OSS (Operational Support Systems)					
999			System Access	ASBS	\$3,345.00	None	None	
1000			Remote Facility per port - Direct Connection	ASBS	\$1,580.00	None	None	
1001			Remote Facility per port - Dial-up Connection	ASBS	\$316.00	None	None	
1002								

SOUTHWESTERN BELL
TELEPHONE d/b/a SBC MISSOURI
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APPENDIX PRICING
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		<u>Collocation Services</u>			
Missouri		CAGE			
		QUOTE SHEET			
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB			\$18.56
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N			\$39.11
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L		\$7.42	
<u>COMMON SYSTEMS</u>					
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A		\$0.61	\$119.71
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$582.35
DC Power Engineering	Per Application	NRL6P			\$733.89
<u>Power Panel:</u>					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
<u>Power Cable and Infrastructure:</u>					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.25	\$48.23
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
<u>Equipment Grounding:</u>					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.16	\$30.63
<u>POWER CONSUMPTION (Including HVAC)</u>					
20 Amps	Per 20 Amps	S8FPT		\$300.41	
40 Amps	Per 40 Amps	S8FQD		\$600.82	
50 Amps	Per 50 Amps	S8FPS		\$751.03	
100 Amps	Per 100 Amps	S8FQE		\$1,502.06	
200 Amps	Per 200 Amps	S8FQF		\$3,004.12	
400 Amps	Per 400 Amps	SP1QJ		\$6,008.23	
<u>FIBER CABLE PLACEMENT</u>					
<u>Central Office:</u>					
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9		\$7.64	\$1,011.15
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$16.34	
<u>MISCELLANEOUS & OPTIONAL COST:</u>					
<u>MISCELLANEOUS COSTS</u>					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.08	\$14.81
Bits Timing	Per two circuits	S8FQT		\$3.58	\$698.82
Space Availability Report	Per Premise	NRLYX			\$113.87
Security Access / ID Cards	Per Card	NRLZW			\$30.86
ID Card	Per Card	NONE			\$0.00
<u>Cage Prep Costs</u>					
Vendor Layout & Coord.	Per CLEC Cage	NRL6N			\$501.99
AC Circuits to Cage	Per CLEC Cage	NRL6O			\$556.77
Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)				\$0.00
Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)				\$0.00
Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)				\$0.00
Cage Door & Lock	Each (CLEC Provides)				\$0.00
Backboard	Each (CLEC Provides)				\$0.00
Signage	Each (CLEC Provides)				\$0.00
Overhead light	Each (CLEC Provides)				\$0.00
AC Electrical Outlet	Each (CLEC Provides)				\$0.00
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
Route Design	Per Application	NRL6R			\$1,157.54
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48		\$2.84	\$170.47
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU		\$2.84	\$170.47
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM		\$303.28	\$4,995.19

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable
 ## - USOC Under Development

SOUTHWESTERN BELL
TELEPHONE d/b/a SBC MISSOURI
 March 17, 2003

APPENDIX PRICING
 SBC MO
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<u>Collocation Services</u>					
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46		\$3.35	\$462.04
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47		\$158.29	\$3,318.85
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN		\$1.49	\$163.46
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR		\$2.91	\$263.99
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$849.78
Cable Installation	Per Placement (CLEC Installs Cable)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.41	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.27	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.73	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.81	
4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey and					
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			\$15.11
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$771.36
Project Coordination	Per CLEC Application	NRL57			\$2,699.77
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$497.20
Project Coordination	Per CLEC Application Augment	NRL58			\$1,466.78
TIME SENSITIVE ACTIVITIES					
PRE-VISIT					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.23
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$19.60
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$19.72
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$19.24
CONSTRUCTION-VISIT					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$19.24
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.23

SOUTHWESTERN BELL
TELEPHONE d/b/a SBC MISSOURI
 March 17, 2003

APPENDIX PRICING
 SBC MO
 Collo Svcs

<u>Collocation Services</u>					
Missouri		CAGELESS			
		QUOTE SHEET			
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	S8FWC			\$185.60
Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	S8FWG			\$391.10
Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	S8F9C		\$74.20	
Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWD			\$334.08
Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWH			\$703.98
Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F9E		\$133.56	
<u>COMMON SYSTEMS</u>					
Common Systems - Cageless	Per 10 Sq. Ft. of space used by CLEC	S8FWE		\$7.80	\$1,520.90
Common Systems - Cageless	Per 18 Sq. Ft. of space used by CLEC	S8FWF		\$14.04	\$2,737.62
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$582.35
DC Power Engineering	Per Application	NRL6P			\$733.89
<u>Power Panel:</u>					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
<u>Power Cable and Infrastructure:</u>					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.25	\$48.23
20 Amp	Per Four Power Cables or Quad	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad	NONE			\$0.00
<u>Equipment Grounding:</u>					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.16	\$30.63
<u>POWER CONSUMPTION (Including HVAC)</u>					
20 Amps	Per 20 Amps	S8FPT		\$300.41	
40 Amps	Per 40 Amps	S8FQD		\$600.82	
50 Amps	Per 50 Amps	S8FPS		\$751.03	
100 Amps	Per 100 Amps	S8FQE		\$1,502.06	
200 Amps	Per 200 Amps	S8FQF		\$3,004.12	
400 Amps	Per 400 Amps	SP1QJ		\$6,008.23	
<u>FIBER CABLE PLACEMENT</u>					
<u>Central Office:</u>					
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	S8FQ9		\$7.64	\$1,011.15
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$16.34	
<u>MISCELLANEOUS & OPTIONAL COST:</u>					
<u>MISCELLANEOUS COSTS</u>					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.08	\$14.81
Bits Timing	Per two circuits	S8FQT		\$3.58	\$698.82
Space Availability Report	Per Premise	NRLYX			\$113.87
Security Access / ID Cards	Per Card	NRLZW			\$30.86
ID Card	Per Card	NONE			\$0.00
<u>CAGELESS / POT BAY OPTIONS</u>					
Equipment Bay	CLEC Provided				
Non Standard Bay	CLEC Provided				
VF/DS0 Termination Panel	CLEC Provided				
VF/DS0 Termination Module	CLEC Provided				
DDP-1 Panel	CLEC Provided				
DDP-1 Jack Access Card	CLEC Provided				
DS3/STS-1 Interconnect Panel	CLEC Provided				
DS3 Interconnect Module	CLEC Provided				
Fiber Optic Splitter Panel	CLEC Provided				
Fiber Termination Dual Module	CLEC Provided				
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
Route Design	Per Application	NRL6R			\$1,157.54
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$2.84	\$170.47
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$2.84	\$170.47

TBD- To be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA- Not Applicable
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SOUTHWESTERN BELL
TELEPHONE d/b/a SBC MISSOURI
March 17, 2003

APPENDIX PRICING
SBC MO
Collo Svcs

Collocation Services					
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$303.28	\$4,995.19
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$3.35	\$462.04
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$158.29	\$3,318.85
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$1.49	\$163.46
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$2.91	\$263.99
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$849.78
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.41	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.27	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.73	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.81	
4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey and					
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			\$15.11
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$771.36
Project Coordination	Per CLEC Application	NRL57			\$2,699.77
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$497.20
Project Coordination	Per CLEC Application Augment	NRL58			\$1,466.78
TIME SENSITIVE ACTIVITIES					
PRE-VISIT					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.23
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$19.60
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$19.72
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$19.24
CONSTRUCTION-VISIT					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$19.24
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.23

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SOUTHWESTERN BELL
TELEPHONE d/b/a SBC MISSOURI
March 17, 2003

APPENDIX PRICING
SBC MO
Collo Svcs

Collocation Services					
Missouri		ADJACENT STRUCTURE COST SUMMARY			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
				RATE	RATE
COST ELEMENT		UNIT	USOC	MONTHLY RECURRING	NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55		\$0.20	
CONDUIT PLACEMENT					
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L			\$310.97
Set Up and Wall Coring	Per Placement	S8F8E			\$5,783.90
DC POWER PROVISIONING					
Power Engineering:					
DC Power Engineering	Per Placement	S8F8V			\$692.46
50 Amp DC Power Extension					
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ			\$5,765.27
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			\$0.00
200 Amp DC Power Extension					
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3			\$5,765.27
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION					
20 Amps	Per 20 Amps	S8FWJ		\$194.65	
40 Amps	Per 40 Amps	S8FNK		\$389.30	
50 Amps	Per 50 Amps	S8FWK		\$486.63	
100 Amps	Per 100 Amps	S8FWL		\$973.26	
200 Amps	Per 200 Amps	S8F3U		\$1,946.52	
AC POWER PROVISIONING					
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
AC Power	Per KWH	S8F56		\$0.06	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Site Survey		NRL84			\$2,721.37
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL6X			\$617.48
Project Coordination	Per CLEC Application	NRL6Z			\$4,468.44
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL6Y			\$497.20
Project Coordination	Per CLEC Application Augment	NRL83			\$2,120.77
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
Fiber Cable Engineering	Per Placement	S8FW6			\$863.95
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls c	S8FW7		\$5.26	\$0.00
Innerduct Placement	Per Linear Foot	S8FW8			\$1.40
INTERCONNECTION COSTS:					
INTERCONNECTION EXTENSION					
VG, DS0 & DS1 Extension (50 Pair Copper Cable)	Per Linear Foot (Clec Provides Cable)				
VG, DS0 & DS1 Extension (50 Pair Shielded Cable)	Per Linear Foot (Clec Provides Cable)				
DS3 Extension - 1 DS3 (Coax Cable)	Per Linear Foot (Clec Provides Cable)				
Optical Extension (4 Fiber Jumper)	Per Linear Foot (Clec Provides Cable)				
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	NRL8P			\$1,157.54
Installation	Per Cable (CLEC Installs)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G		\$2.84	\$170.47
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW		\$2.84	\$170.47
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L		\$303.28	\$4,995.19

TBD- To be Determined
NRO - Nonrecurring only
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SOUTHWESTERN BELL
TELEPHONE d/b/a SBC MISSOURI
 March 17, 2003

APPENDIX PRICING
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<u>Collocation Services</u>					
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R		\$3.35	\$462.04
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23		\$158.29	\$3,318.85
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27		\$1.49	\$163.46
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N		\$2.91	\$263.99
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement	NRL8Q			\$849.78
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F57		\$0.41	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F58		\$0.27	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59		\$1.73	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F61		\$0.81	
4 Inch Conduit	Per Placement (CLEC Provided)				
TIME SENSITIVE ACTIVITIES					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.23
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$19.60
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$19.72
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$19.24
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$19.24
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.23

TBD- To be Determined
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 ICB -Individual Case Basis
 NA- Not Applicable
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SOUTHWESTERN BELL
TELEPHONE d/b/a SBC MISSOURI
 March 17, 2003

APPENDIX PRICING
 SBC MO
 Collo Svcs

Collocation Services					
Missouri		VIRTUAL COLLOCATION QUOTE SHEET			
				RATE	RATE
COST ELEMENT		UNIT	USOC	MONTHLY RECURRING	NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space	Per 10 Sq. Ft. (Standard Bay)	S8F62		\$35.61	
Floor Space	Per 18 Sq. Ft. (Large Bay)	S8F63		\$64.09	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. (Standard Bay)	S8F66		\$35.61	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. (Large Bay)	S8F67		\$64.09	
EQUIPMENT BAYS					
Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
COMMON SYSTEMS					
Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64		\$21.50	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		\$38.71	
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRLJX			\$582.35
DC Power Engineering	Per Application	NRLFU			\$733.89
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)				
Power Cable and Infrastructure:					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		\$1.03	
20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
Equipment Grounding:					
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69		\$0.72	
POWER CONSUMPTION					
DC Power Usage	Per Amp	S8F78		\$15.02	
FIBER CABLE PLACEMENT					
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		\$10.14	\$2,727.35
Entrance Conduit	Per Fiber Cable Sheath	S8F8G		\$16.34	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey					
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1U			\$463.60
Project Coordination	Per CLEC Application	NRL59			\$3,285.70
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL56			\$343.32
Project Coordination	Per CLEC Application Augment	NRL5Z			\$1,466.78
TIME SENSITIVE ACTIVITIES					
TRAINING					
Communication Technician	Per 1/2 Hour	NRLJY			\$39.21
C O Manager (LFO)	Per 1/2 Hour	NRLMO			\$39.45
Power Engineer	Per 1/2 Hour	NRLNQ			\$38.47
Equipment Engineer	Per 1/2 Hour	NRLP6			\$38.47
EQUIPMENT MAINTENANCE COST					
Communication Technician (NOC)	Per 1/4 Hour	NRLVH			\$19.60
EQUIPMENT EVALUATION COST					
Equipment Engineer	Per 1/2 Hour	NRLP7			\$38.47
CONSTRUCTION COORDINATION					
Communication Technician	Per 1/2 Hour	NRLVD			\$39.21
TEST & ACCEPTANCE					
Communication Technician	Per 1/2 Hour	NRLVD			\$39.21
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Placement	NRLWF			\$1,157.54
Cable Installation	Per Arrangement				
Voice Grade Arrangement	100 Copper Pairs	S8F82		\$2.84	\$170.47
Includes Rack & Maintenance-Voice Grad	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs	S8F83		\$2.84	\$170.47
Includes Rack & Maintenance-Voice Grad	100 Shielded Pairs				

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable
 ## - USOC Under Development

SOUTHWESTERN BELL
TELEPHONE d/b/a SBC MISSOURI
March 17, 2003

APPENDIX PRICING
SBC MO
Collo Svcs

<u>Collocation Services</u>					
DS1 Arrangement - DCS	28 DS1	S8F8X		\$303.28	\$4,995.19
Includes Rack & Maintenance - DS1 - DC	28 DS1				
DS1 Arrangement - DSX	28 DS1	S8F8Y		\$3.35	\$462.04
Includes Rack & Maintenance - DS1 - DS	28 DS1				
DS3 Arrangement - DCS	1 DS3	S8F8Z		\$158.29	\$3,318.85
Includes Rack & Maintenance - DS3 - DC	1 DS3				
DS3 Arrangement - DSX	1 DS3	S8F81		\$1.49	\$163.46
Includes Rack & Maintenance - DS3 - DS	1 DS3				
4 Fiber Jumper	per Placement	S8F84		\$7.33	\$132.00
Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRLWG			\$926.72
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F85		\$0.41	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F86		\$0.27	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		\$1.73	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		\$0.81	
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		\$0.08	\$14.81
Bits Timing	Per two circuits	S8F7Z		\$3.58	\$698.82

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable
- USOC Under Development

Missouri

Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Zone 1 - Urban	U21	*	\$11.00	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 2 - Suburban	U21	*	\$15.00	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 3 - Rural	U21	*	\$13.25	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 4	U21	*	\$9.20	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
2-Wire Analog Promotion	NRBM4	*	NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
<p>* This promotional discount on monthly recurring charges for unbundled local loops used in the provision of local service to residential end user customers ("Local Loops Discount") has sunset (terminated) in SBC SOUTHWEST REGION 5-STATE and SBC SNET. However, any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with SBC SOUTHWEST REGION 5-STATE or SBC SNET that provided for such Local Loops Discount before the sunset date in each respective SBC SOUTHWEST REGION 5-STATE or SBC SNET state, such CLEC shall continue to receive this promotional discount only for those unbundled local loops that were ordered by CLEC while the Offering Window for this Local Loops Discount was still in effect, and that had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions, and only then until the end of the "Promotional Period" for the loop at issue, as defined in Paragraph 46.c of the FCC Merger Conditions (i.e., "36 months from the date [the] qualifying unbundled local loop [was] installed and operational, or the period during which the loop remains in service at the same location and for the same telecommunications carrier, whichever is shorter"). Any unbundled local loops ordered after the date the Offering Window closed in the state at issue shall not be eligible for the Local Loops Discount.</p>					

SCHEDULE - UNE COMBINATIONS (Missouri)

UNE-P

2-Wire Analog Loop to Analog Line Port
2-Wire Digital Loop to ISDN BRI Line Port
2-Wire Analog Loop to Analog DID Trunk Port
4-Wire Digital Loop to PRI Trunk Port
4-Wire Digital Loop to DS1 Trunk Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

Appendix A

to the

General Terms and Conditions

Appendix A to General Terms and Conditions

This Appendix A to the General Terms and Conditions sets forth the CLEC's election of certain options in connection with the Alternate Billed Services (ABS) Appendix attached to and made a part of this Agreement. CLEC will place an "X" within the appropriate box indicating the Billing Option CLEC selects for either 1) All States or 2) a Specific State, in which this Agreement is being filed. **If CLEC fails to select one of the billing options identified below, the default selection of ABS Billing Option 1 will be selected on CLEC's behalf.**

BILLING OPTIONS	ALL STATES	SPECIFIC STATE(S)
ABS BILLING OPTION 1		
ABS BILLING OPTION 2		
ABS BILLING OPTION 3		

EZ Talk Communications, LLC

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

between one or more of

**Illinois Bell Telephone Company d/b/a SBC Illinois,
Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana,
Michigan Bell Telephone Company d/b/a SBC Michigan,
Nevada Bell Telephone Company d/b/a SBC Nevada,
The Ohio Bell Telephone Company d/b/a SBC Ohio,
Pacific Bell Telephone Company d/b/a SBC California,
The Southern New England Telephone Company,
Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC
Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas,
Wisconsin Bell, Inc. d/b/a SBC Wisconsin**

and

EZ Talk Communications, LLC

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), by and between one or more of the SBC Communications Inc.-owned ILEC's **Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin**, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, EZ Talk Communications, LLC ("CLEC"), (a Texas corporation), shall apply to the state of Missouri.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of **Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin** is the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 1.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 General Definitions

- 1.1.1 **"A-link"** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- 1.1.2 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.3 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.
- 1.1.4 **"Access Service Request" (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.5 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding SBC-13STATE to the client/End User community.
- 1.1.6 **"Account Owner"** means a telecommunications company, including SBC-13STATE, that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 1.1.7 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an SBC-13STATE Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.7.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.7.2 x.25-based and x.75-based packet technologies, or
 - 1.1.7.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.8 **"Affiliate"** is As Defined in the Act.
- 1.1.9 **"Alternate Billing Service" (ABS)** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.10 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.11 **"As Defined in the Act"** means as specifically defined by the Act.
- 1.1.12 **"As Described in the Act"** means as described in or required by the Act.
- 1.1.13 **"Automated Message Accounting" (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

- 1.1.14 **“Basic Analog Line Port”** is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.
- 1.1.15 **“Billed Number Screening” (BNS)** means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.
- 1.1.16 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix UNE.
- 1.1.17 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable **SBC-owned ILEC** does not provision new retail services and products.
- 1.1.18 **“Busy Line Verification” (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.19 **“CABS”** means the Carrier Access Billing System.
- 1.1.20 **“Calling Card Service”** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.
- 1.1.21 **“Calling Name Database”** means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.
- 1.1.22 **“Calling Name Delivery Service” (CNDS)** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the End User’s premise between the first and second ring for display on compatible End User premises equipment.
- 1.1.23 **“Calling Name Information”** means a Telecommunications Carrier’s records of its End Users names associated with one or more assigned ten-digit telephone numbers.
- 1.1.24 **“Calling Number Delivery”** means a feature that enables an End User to view the directory number of the calling party on a display unit.
- 1.1.25 **“Calling Party Number” (CPN)** means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 1.1.26 **“Central Automatic Message Accounting (CAMA) Trunk”** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC’s switch to an **SBC-13STATE** E911 Selective Router.
- 1.1.27 **“Centralized Message Distribution System” (CMDS)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System “CABS” access messages among each other and other Parties connected to CMDS.
- 1.1.28 **“Central office switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
 - 1.1.28.1 **“End Office Switch” or “End Office”** is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
 - 1.1.28.2 **“Tandem Office Switch” or “Tandem(s)”** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 1.1.29 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.30 **“Claim”** means any pending or threatened claim, action, proceeding or suit.

- 1.1.31 **“CNAM Query”** means a Query that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC’s local CNDS subscribers.
- 1.1.32 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.
- 1.1.33 **“Collocation”** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.
- 1.1.34 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.35 **“Commission”** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **“Commissions”** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:
- 1.1.35.1 **the Arkansas Public Service Commission (AR-PSC);**
 - 1.1.35.2 **Public Utilities Commission of the State of California (CA-PUC);**
 - 1.1.35.3 **the Connecticut Department of Public Utility Control (DPUC);**
 - 1.1.35.4 **the Illinois Commerce Commission (IL-CC);**
 - 1.1.35.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
 - 1.1.35.6 **the Kansas Corporation Commission (KS-CC);**
 - 1.1.35.7 **the Michigan Public Service Commission (MI-PSC);**
 - 1.1.35.8 **the Missouri Public Service Commission (MO-PSC);**
 - 1.1.35.9 **the Public Utilities Commission of Nevada (NV-PUC);**
 - 1.1.35.10 **the Public Utilities Commission of Ohio (PUC-OH);**
 - 1.1.35.11 **the Oklahoma Corporation Commission (OK-CC);**
 - 1.1.35.12 **the Public Utility Commission of Texas (PUC-TX); and**
 - 1.1.35.13 **the Public Service Commission of Wisconsin (PSC-WI).**
- 1.1.36 **“Common Channel Signaling” (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.37 **“Common Language Location Identifier” (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 1.1.38 **“Consequential Damages”** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party’s actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.1.39 **“Customer Usage Data”** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to CLEC.
- 1.1.40 **“Custom Local Area Signaling Service Features” (CLASS)** means certain call-management service features that are currently available from **SBC-13STATE’s** local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related

blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

- 1.1.41 **“Customer Name and Address Information” (CNA)** means the name, service address and telephone numbers of a Party’s End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.42 **“Data Interexchange Carrier” (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-13STATE** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC-13STATE** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.43 **“Delaying Event”** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
 - 1.1.43.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party’s failure to provide the other Party with accurate and complete Service Orders;
 - 1.1.43.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.43.3 any Force Majeure Event.
- 1.1.44 **“Dialing Parity”** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.45 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
 - 1.1.45.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.1.45.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
 - 1.1.45.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.46 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.47 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.48 **“End Users”** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.49 **“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.50 **“Exchange Access”** is As Defined in the Act.
- 1.1.51 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.52 **“Exchange Message Interface” (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among

Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

- 1.1.53 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.
- 1.1.54 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.
- 1.1.55 **"Feature Group D" (FGD)** is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 1.1.56 **"FCC"** means the Federal Communications Commission.
- 1.1.57 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.
- 1.1.58 **"Foreign Exchange" (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.
- 1.1.59 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.60 **"Group Record"** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NXX-0/1XX.
- 1.1.61 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 1.1.62 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.63 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.1.64 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.65 **"Interconnection"** is As Defined in the Act.

- 1.1.66 **“Interconnection Activation Date”** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.67 **“Interexchange Carrier” (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.68 **“InterLATA”** is As Defined in the Act.
- 1.1.69 **“Intermediate Distribution Frame” (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.70 **“Internet Service Provider” (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.
- 1.1.71 **“IntraLATA Toll Traffic”** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.1.72 **“Jurisdictional Identification Parameter” (JIP)** is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 1.1.73 **“LIDB Editor”** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 1.1.74 **“Line Information Data Base” (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.
- 1.1.75 **“LIDB Service Applications”** means the query types accepted for access to LIDB information.
- 1.1.76 **“Line Record”** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 1.1.77 **“Local Access Transport Area” (LATA)** is As Defined in the Act.
- 1.1.78 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.
- 1.1.79 **“Local Exchange Routing Guide” (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.80 **“Local Calls”**, for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 1.1.81 **“Local Interconnection Trunks/Trunk Groups”** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE “GR-317.
- 1.1.82 **“Local Loop Transmission”, “Unbundled Local Loop”, “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the **SBC-13STATE** Serving Wire Center.

- 1.1.83 **“Local Number Portability”** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.84 **“Location Routing Number (LRN)”** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.1.85 **“Local Service Provider” (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User’s service.
- 1.1.86 **“Loss” or “Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).
- 1.1.87 **“MECAB”** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum “OBF”, which functions under the auspices of the Carrier Liaison Committee “CLC of the Alliance for Telecommunications Industry Solutions “ATIS”. The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.88 **“MECOD”** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 1.1.89 **“Meet-Point Billing” (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.1.90 **“Multiple Bill/Single Tariff”** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 1.1.91 **“Mutual Compensation”** as defined in Appendix Reciprocal Compensation.
- 1.1.92 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.93 **“Network Element”** is As Defined in the Act.
- 1.1.94 **“North American Numbering Plan” (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.95 **“Numbering Plan Area” (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are

instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

- 1.1.96 **“Number Portability”** is As Defined in the Act.
- 1.1.97 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.98 **“Ordering and Billing Forum” (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.99 **“Originating Line Information” (OLI)** is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.
- 1.1.100 **“Originating Point Code” (OPC)** means a code assigned to identify CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.
- 1.1.101 **“Party”** means either CLEC or the SBC-owned ILEC; use of the term “Party” includes each of the SBC-owned ILEC(s) that is a party to this Agreement. **“Parties”** means both CLEC and the SBC-owned ILEC; use of the term “Parties” includes each of the SBC-owned ILEC(s) that is a party to this Agreement.
- 1.1.102 **“Permanent Number Portability” (PNP)** is a long term method of providing LNP using LRN.
- 1.1.103 **“Person”** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 1.1.104 **“Physical Collocation”** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.
- 1.1.105 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.
- 1.1.106 **“Point of Interconnection” (POI)** is a physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 1.1.107 **“Port”** is the point of interface/access connection to the **SBC-13STATE** public switched network. This may be a switch line side interface or switch trunk side interface.
- 1.1.108 **“Rate Center Area”** means the following in each applicable area:

1.1.108.1 **SBC MIDWEST REGION 5-STATE**

- 1.1.108.1.1 **“Rate Center”** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

1.1.108.2 **SBC NEVADA**

- 1.1.108.2.1 **“Rate Center”** denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.

1.1.108.3 **SBC CALIFORNIA**

1.1.108.3.1 "Rate Center" denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

1.1.108.4 **SBC SNET**

1.1.108.4.1 "Rate Center means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.

1.1.108.5 **SBC SOUTHWEST REGION 5-STATE**

1.1.108.5.1 "Rate Center" means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs.

1.1.109 **"Rating Point"** means the V&H coordinates associated with a particular telephone number for rating purposes.

1.1.110 **"Referral Announcement"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

1.1.111 **"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.1.112 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.1.113 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.1.114 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.1.115 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.116 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

- 1.1.117 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.118 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.119 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.120 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC owned ILEC doing business in Arkansas.
- 1.1.121 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a/ SBC California, the applicable SBC owned ILEC doing business in California.
- 1.1.122 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC owned ILEC doing business in Kansas.
- 1.1.123 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.1.124 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.1.125 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.1.126 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.127 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC owned ILEC doing business in Missouri.
- 1.1.128 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC owned ILEC doing business in Nevada.
- 1.1.129 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.1.130 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC owned ILEC doing business in Oklahoma.
- 1.1.131 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.1.132 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.133 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC owned ILEC doing business in Texas.

- 1.1.134 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.1.135 **“Service Control Point” (SCP)** is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.
- 1.1.136 **“Service Management System” (SMS)** means an off-line system used to access, create, modify, or update information in a Database.
- 1.1.137 **“Service Provider Number Portability” (SPNP)** is synonymous with Permanent Number Portability “PNP”.
- 1.1.138 **“Service Switching Point” (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.139 **“Signaling System 7” (SS7)** means a signaling protocol used by the CCS Network.
- 1.1.140 **“Signal Transfer Point” (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (**SSP**), Service Control Points (**SCP**), Signaling Points (**SP**), and other STPs in order to set up calls and to query databases for Advanced Services.
- 1.1.141 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.
- 1.1.142 **“Special Billing Number” (SBN)** means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).
- 1.1.143 **“State Abbreviation”** means the following:
- 1.1.143.1 “AR” means Arkansas
 - 1.1.143.2 “CA” means California
 - 1.1.143.3 “CT” means Connecticut
 - 1.1.143.4 “IL” means Illinois
 - 1.1.143.5 “IN” means Indiana
 - 1.1.143.6 “KS” means Kansas
 - 1.1.143.7 “MI” means Michigan
 - 1.1.143.8 “MO” means Missouri
 - 1.1.143.9 “NV” means Nevada
 - 1.1.143.10 “OH” means Ohio
 - 1.1.143.11 “OK” means Oklahoma
 - 1.1.143.12 “TX” means Texas
 - 1.1.143.13 “WI” means Wisconsin
- 1.1.144 **“Switched Access Detail Usage Data”** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.
- 1.1.145 **“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

- 1.1.146 **“Synchronous Optical Network” (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.1.147 **“Tape Load Facility”** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.
- 1.1.148 **“Telecommunications”** is As Defined in the Act.
- 1.1.149 **“Telecommunications Carrier”** is As Defined in the Act.
- 1.1.150 **“Telecommunications Service”** is As Defined in the Act.
- 1.1.151 **“Telephone Exchange Service”** is As Defined in the Act.
- 1.1.152 **“Telephone Toll Service”** is As Defined in the Act.
- 1.1.153 **“Third Party”** means any Person other than a Party.
- 1.1.154 **“Toll Billing Exception Service” (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.155 **“Toll Free Service”** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).
- 1.1.156 **“Translation Type”** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB Query and/or CNAM Query. All LIDB Queries and/or CNAM Queries that use the same Translation Type are routed to the same LIDB and/or CNAM Database for a particular Line Record or, prior to number portability, for a particular NPA-NXX.
- 1.1.157 **“Trunk”** means a communication line between two switching systems.
- 1.1.158 **“Trunk-Side”** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.1.159 **“Wire Center”** is the location of one or more local switching systems. A point at which End User’s loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

1.2 Definitions Applicable to **SBC-12STATE** Only

- 1.2.1 **“Main Distribution Frame” (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.2.2 **“Serving Wire Center” (SWC)** means a Wire Center that serves the area in which the other Party’s or a third party’s Wire Center, aggregation point, point of termination, or point of presence is located.
- 1.2.3 **“Universal Digital Loop Carrier” (UDLC)** describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

1.3 Definitions Applicable to **SBC-7STATE** Only

- 1.3.1 **“Line Side”** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber’s telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.4 Definitions Applicable to **SBC MIDWEST REGION 5-STATE Only**

1.4.1 “**Line Side**” refers to the switch port toward the CLEC’s side of the equipment.

2. **INTERPRETATION, CONSTRUCTION AND SEVERABILITY**

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” and/or “but not limited to”. The words “will” and “shall” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, **SBC-13STATE** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a “**Referenced Instrument**”), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

2.4.1 References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

2.5 Tariff References

2.5.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

- 2.5.3 Wherever the term “customer” is used in connection with **SBC SOUTHWEST REGION 5-STATE’s** retail tariffs, the term “customer” means the ultimate “consumer” or the “end user” of any tariffed service.
- 2.6 Conflict in Provisions
- 2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.
- 2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.
- 2.6.3 In **SBC SNET** only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with **SBC SNET**, such DPUC-ordered tariffs will prevail.
- 2.7 Joint Work Product
- 2.7.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 2.8 Severability
- 2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Network Elements as a total arrangement and it is intended to be nonseverable.
- 2.9 Incorporation by Reference
- 2.9.1 The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service; and all such rates, terms and conditions are incorporated by reference herein and deemed a part of every Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; assurance of payment; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; relationship

of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; hazardous substances and responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; customer inquiries; expenses; conflict of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **SBC-13STATE**, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). **SBC-13STATE** has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.

2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUC-OH's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("**state-specific terms**"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein, **SBC-13STATE's** obligations under this Agreement shall apply only to:

2.12.1.1 the specific operating area(s) or portion thereof in which SBC-13 STATE is then deemed to be the ILEC under the Act (the “ILEC Territory”), and

2.12.1.2 assets that SBC-13STATE owns or leases and which are used in connection with SBC-13STATE's provision to CLEC of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the “ILEC Assets”).

2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind SBC-13STATE, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between SBC-13STATE and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either SBC-13STATE or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection agreement between any such CLEC Affiliate and SBC-13STATE until the expiration of such other agreement.

3. NOTICE OF CHANGES -- SECTION 251(c)(5)

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the “Network Disclosure Rules”).

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within ____ calendar days and to residential End Users within ____ calendar days.

4.2 SBC-12STATE and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with SBC-13STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

4.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

4.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.

- 4.6.1 **SBC CALIFORNIA** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in **SBC CALIFORNIA**'s LIDB.
- 4.6.2 **SBC NEVADA** does not have a line information database and/or Calling Name database. Line Information Database services can be purchased from **SBC CALIFORNIA**.
- 4.7 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 4.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 4.7.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 4.7.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 4.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.
- 4.7.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 4.7.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 4.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 4.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
- 4.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 4.7.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.7.8 This Section 4.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

- 4.8 Upon CLEC signature of this Agreement, CLEC shall provide **SBC-13STATE** with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.
- 4.9 In the event that CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "**CLEC Change**"), CLEC shall submit written notice to **SBC-13STATE** within thirty (30) calendar days of the first action taken to implement such CLEC Change. A CLEC may make one (1) CLEC Change in any twelve (12) month period without charge by **SBC-13STATE** for updating its databases, systems, and records solely to reflect such CLEC Change. In the event of any other CLEC Change, **SBC-13STATE** reserves the right to seek recovery of the costs associated with updating the applicable **SBC-13STATE** databases, systems, and records to reflect the CLEC Change. Notwithstanding the above, for each CLEC Change the CLEC shall pay any applicable charges associated with recording and otherwise updating any CLEC branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to **SBC-13STATE** to make the CLEC Change.
- 4.10 When a End User changes its service provider from **SBC-13STATE** to CLEC or from CLEC to **SBC-13STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("**Referral Announcement**") on the original telephone number that specifies the End User's new telephone number.
- 4.10.1 The following pertains to **SBC ILLINOIS**, **SBC WISCONSIN** and **SBC CALIFORNIA** only:
- 4.10.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10.2 The following applies to **SBC INDIANA** only:
- 4.10.2.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(l)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10.3 The following applies to **SBC MICHIGAN** only:
- 4.10.3.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10.4 The following applies to **SBC OHIO** only:
- 4.10.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.11 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute

concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

- 4.12 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 4.13 Each Party agrees that this Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS for activities related to UNES, resold services or other services for which this Agreement contains terms, conditions and rates.

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 In SBC-13STATE, with the exception of SBC OHIO, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In SBC OHIO, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on August 17, 2004, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on August 17, 2005 (the "**Term**"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3, 5.4 or 23.2:
 - 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and
 - 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
 - 5.5.3 Each Party's confidentiality obligations shall survive; and
 - 5.5.4 Each Party's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide SBC-13STATE written confirmation if CLEC wishes to pursue a successor agreement with SBC-13STATE or terminate its agreement. CLEC shall identify the action to

- be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **SBC-13STATE**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request.
- 5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following **SBC-13STATE**'s receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the SBC-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.10 In the event of termination of this Agreement pursuant to Section 5.9, **SBC-13STATE** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. END USER FRAUD

- 6.1 **SBC-13STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (**ABS**). **ABS** is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of **ABS** calls: calling card, collect, and third number billed calls.
- 6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, **ABS**, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers

- who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 6.4 SBC-10STATE, SBC CALIFORNIA, and SBC SNET will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. SBC CALIFORNIA will provide such alert messages by e-mail. SBC-10STATE and SBC SNET will provide via fax.
- 6.4.1 SBC SOUTHWEST REGION 5-STATE (on behalf of itself and SBC SNET) and SBC CALIFORNIA will use a Sleuth system to determine suspected occurrences of ABS-related fraud for CLEC using the same criteria SBC SOUTHWEST REGION 5-STATE and SBC CALIFORNIA use to monitor fraud on their respective accounts.
- 6.4.2 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Sleuth alert.
- 6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.
- 6.4.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.
- 6.5 In SBC SOUTHWEST REGION 5-STATE and SBC CALIFORNIA ABS-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.
- 6.5.1 In SBC CALIFORNIA, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (**TARS**). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing.
- 6.6 Traffic Alert Referral Service 1+ Intra-LATA Toll Fraud Monitoring
- 6.6.1 For terms and conditions for TARS, see Appendix Resale.
- 6.6.2 TARS is offered in SBC CALIFORNIA only.

7. ASSURANCE OF PAYMENT

- 7.1 Upon request by SBC-13STATE, CLEC will provide SBC-13STATE with adequate assurance of payment of amounts due (or to become due) to SBC-13STATE.
- 7.2 Assurance of payment may be requested by SBC-12STATE if:
- 7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to SBC-13STATE for charges incurred as a CLEC; or
- 7.2.2 in SBC-12STATE's reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or
- 7.2.3 CLEC fails to timely pay a bill rendered to CLEC by SBC-12STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3); or
- 7.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S.

Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

- 7.3 Unless otherwise agreed by the Parties, the assurance of payment will, at **SBC-12STATE**'s option, consist of
- 7.3.1 a cash security deposit in U.S. dollars held by **SBC-12STATE** ("Cash Deposit") or
 - 7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to **SBC-12STATE** naming the SBC owned ILEC(s) designated by **SBC-12STATE** as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to **SBC-12STATE** ("Letter of Credit").
 - 7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by **SBC-12STATE**, for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by **SBC-12STATE** under this Agreement.
 - 7.3.3.1 Notwithstanding anything else set forth in this Agreement, **SBC SOUTHWEST REGION 5-STATE** will not request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, **SBC SOUTHWEST REGION 5-STATE** may request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.
 - 7.3.3.2 Notwithstanding anything else set forth in this Agreement, **SBC SOUTHWEST REGION 5-STATE** will not request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.
- 7.4 To the extent that **SBC-12STATE** elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 7.5 A Cash Deposit will accrue interest at the rate of six percent (6%) simple interest per annum. Interest will accrue on a Cash Deposit from the day after it is received by **SBC-12STATE** through the day immediately prior to the date the Cash Deposit is credited to CLEC's bill(s) or returned to CLEC. **SBC-12STATE** will not pay interest on a Letter of Credit.
- 7.6 **SBC-12STATE** may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 7.6.1 CLEC owes **SBC-12STATE** undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
 - 7.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
 - 7.6.3 The expiration or termination of this Agreement.
- 7.7 If **SBC-12STATE** draws on the Letter of Credit or Cash Deposit, upon request by **SBC-12STATE**, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3.

- 7.8 Notwithstanding anything else set forth in this Agreement, if SBC-12STATE makes a request for assurance of payment in accordance with the terms of this Section, then SBC-12STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC-12STATE with the assurance of payment requested; provided, however, that SBC-12STATE will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.
- 7.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, SBC-12STATE may also invoke the provisions set forth in Section 9.5 through Section 9.7.
- 7.9 The fact that a Cash Deposit or Letter of Credit is requested by SBC-12STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 7.10 For adequate assurance of payment of amounts due (or to become due) to SBC SNET, see the applicable DPUC ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

- 8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
- 8.1.1 Remittance in full of all bills rendered by SBC-10STATE and SBC CALIFORNIA is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.
- 8.1.2 Remittance in full of all bills rendered by SBC NEVADA is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the “**Bill Due Date**.”
- 8.1.3 Remittance in full of all bills rendered by SBC SNET is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the “**Bill Due Date**.”
- 8.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”).
- 8.1.5 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to SBC-12STATE as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge will be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.
- 8.1.5.1 If any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than the SBC SOUTHWEST REGION 5-STATE Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC-8STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than SBC SOUTHWEST REGION 5-STATE's CRIS will comply with the process set forth in the applicable SBC-8STATE intrastate access services tariff for that state.

- 8.1.5.2 If any charge incurred under this Agreement that is billed out of **SBC SOUTHWEST REGION 5-STATE**'s CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to **SBC SOUTHWEST REGION 5-STATE** CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC SOUTHWEST REGION 5-STATE** intrastate retail tariff governing Late Payment Charges to **SBC SOUTHWEST REGION 5-STATE**'s retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of **SBC SOUTHWEST REGION 5-STATE**'s CRIS will be governed by the **SBC SOUTHWEST REGION 5-STATE** intrastate retail tariff governing Late Payment Charges to **SBC SOUTHWEST REGION 5-STATE**'s retail End Users that are business End Users in that state.
- 8.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC MIDWEST REGION 5-STATE** billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.
- 8.2 If any charge incurred by **SBC-13STATE** under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-13STATE** intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 8.3 CLEC shall make all payments to **SBC-12STATE** via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC-12STATE**. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and **SBC-12STATE** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 8.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.
- 8.3.2 CLEC must make all payments to **SBC SNET** in "immediately available funds." All payments to **SBC SNET** must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC SNET**. If CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC must use the CCD+ or the CTX transaction set. CLEC and **SBC SNET** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by **SBC SNET** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC SNET** is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

- 8.4 If any portion of an amount due to a Party (the **"Billing Party"**) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (**"Disputed Amounts"**) and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:
- 8.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
 - 8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
 - 8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.
 - 8.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
 - 8.4.4.1 The escrow account must be an interest bearing account;
 - 8.4.4.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
 - 8.4.4.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
 - 8.4.4.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
 - 8.4.4.5 disbursements from the escrow account will be limited to those:
 - 8.4.4.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
 - 8.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or
 - 8.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7.
- 8.5 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.
- 8.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.
- 8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
- 8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
 - 8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;

- 8.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
- 8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.
- 8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.3 and Section 8.7.4 are completed within the times specified therein.
- 8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- 8.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 8.9.1 Each additional copy of any bill provided for billing from **SBC SOUTHWEST REGION 5-STATE**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- 8.9.2 Bills provided to CLEC from **SBC SOUTHWEST REGION 5-STATE**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.
- 8.10 Exchange of Billing Message Information
- 8.10.1 **SBC-13STATE** will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). Such Customer Usage Data will be provided by **SBC-13STATE** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each SBC owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Services and Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC-13STATE** will be included in implementation requirements documentation.
- 8.10.2 To establish file transmission for the Daily Usage File, CLEC must provide to **SBC-13STATE** a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 8.10.3 Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to CLEC End Users lines provided by **SBC-13STATE** through Resale or Network Elements will be forwarded to CLEC as rated call detail on the DUF.
- 8.10.4 **SBC SOUTHWEST REGION 5-STATE** will bill CLEC for Usage Extract furnished by **SBC SOUTHWEST REGION 5-STATE** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."
- 8.10.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail

End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.

8.10.6 **SBC MIDWEST REGION 5-STATE**, and **SBC-2STATE** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states are subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.

8.10.7 CLEC is responsible for providing all billing information to each of its End Users, regardless of the method used to provision the End User's service.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 If a Party is furnished Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.

9.2 Failure to pay charges shall be grounds for disconnection of Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("**Unpaid Charges**"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.

9.2.1 **SBC INDIANA** will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.

9.2.2 **SBC KANSAS** will also provide any written notification to the Kansas Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

9.2.3 **SBC MISSOURI** will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.

9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:

9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("**Disputed Amounts**") and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and

9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and

9.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.4; and

9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.4 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.

- 9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.

9.5 **SBC-12STATE**

9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

9.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or

9.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.

9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 9.5.1, Section 9.5.1.1 and Section 9.5.1.2:

9.5.2.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

9.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

9.6 **SBC MIDWEST REGION 5-STATE only**

9.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

9.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

9.6.1.2 discontinue providing any Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

9.6.1.2.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by **SBC INDIANA** will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.

9.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.

9.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

9.7 **SBC-7STATE only**

9.7.1 Any demand provided by **SBC-7STATE** to CLEC under Section 9.5.1 will further specify that upon disconnection of CLEC, **SBC-7STATE** will cause CLEC's End Users that are provisioned through Resale Services to be transferred to **SBC-7STATE** local service.

- 9.7.1.1 A copy of the demand provided to CLEC under Section 9.7.1 will be provided to the Commission.
- 9.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,
 - 9.7.2.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
 - 9.7.2.2 disconnect any Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.
 - 9.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by **SBC KANSAS** will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.7.3 On the same date that Resale Services to CLEC are disconnected, **SBC-7STATE** will transfer CLEC's End Users provisioned through Resale Services to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End Users transferred to **SBC-7STATE**'s local service will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.
 - 9.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End Users to **SBC MISSOURI** will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
 - 9.7.3.2 **SBC-7STATE** will inform the Commission of the names of all Resale End Users transferred through this process.
 - 9.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to **SBC-7STATE** as specified in Section 9.7.3 will be billed to CLEC.
 - 9.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 9.7.2. **SBC-7STATE** has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the transfer of any Resale End Users to **SBC-7STATE** local service in connection with such disconnection.
- 9.7.4 Within five (5) calendar days following the transfer, **SBC-7STATE** will notify each transferred Resale End User that because of CLEC's failure to pay **SBC-7STATE**, the End User's local service is now being provided by **SBC-7STATE**. This notice will also advise each transferred Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.
 - 9.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
 - 9.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.7.5 The transferred Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 9.7.3.3.
- 9.7.6 If any Resale End User transferred to **SBC-7STATE**'s local service under Section 9.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, **SBC-7STATE** may terminate the transferred Resale End User's service.

9.7.6.1 **SBC-7STATE** will notify the Commission of the names of all transferred Resale End Users whose local service was terminated pursuant to Section 9.7.5.

9.7.6.2 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide local service to any transferred Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred Resale End Users under Applicable Law; provided, however,

9.7.6.2.1 in **SBC CALIFORNIA** only, following expiration of the selection period and disconnection of such transferred Resale End Users, where facilities permit, **SBC CALIFORNIA** will furnish transferred and subsequently disconnected local residential End Users with "quick dial tone."

9.8 **SBC SNET only**

9.8.1 For nonpayment and procedures for disconnection for **SBC SNET**, see the applicable DPUC ordered tariff.

10. **DISPUTE RESOLUTION**

10.1 **Finality of Disputes**

10.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date occurred within the twelve (12) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.

10.2 **Alternative to Litigation**

10.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

10.3 **Commencing Dispute Resolution**

10.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

10.3.1.1 Service Center (**SBC MIDWEST REGION 5-STATE**), LSC (**SBC-7STATE**) or LEC-C (**SBC SNET**);

10.3.1.2 Informal Dispute Resolution; and

10.3.1.3 Formal Dispute Resolution, each of which is described below.

10.4 **LSC/ Service Center/LEC-C Dispute Resolution** -the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [**SBC MIDWEST REGION 5-STATE** Service Center; **SBC-7STATE** Local Service Center (LSC); **SBC SNET** Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish **SBC-13STATE** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the

bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.

10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on **SBC-13STATE's** current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 10.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, **SBC-13STATE** will notify CLEC of the status of the dispute and the expected resolution date.

10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 10.4.1), **SBC-13STATE** will notify CLEC of the status of the dispute and the expected resolution date.

10.4.4 Any notice of Disputed Amounts given by **SBC-13STATE** to CLEC pursuant to Section 10.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that **SBC-13STATE** disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **SBC-13STATE** furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify **SBC-13STATE** of the status of the dispute and the expected resolution date.

10.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 10.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement.

10.5 Informal Resolution of Disputes

10.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3 or Section 10.4.5, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 10.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3.

10.6.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 10.7 below:

10.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3, the Parties will annualize the actual number of months billed.

10.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 10.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

10.6.4 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

10.6.4.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

10.6.4.3 All claims arising under federal or state statute(s), including antitrust claims.

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Dallas, Texas (SBC SOUTHWEST REGION 5-STATE); Chicago, Illinois (SBC MIDWEST REGION 5-STATE), San Francisco, California (SBC CALIFORNIA); Reno, SBC NEVADA (SBC NEVADA); or New Haven, Connecticut (SBC SNET), as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court

having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

11. AUDITS – Applicable in SBC-12STATE only

- 11.1 Subject to the restrictions set forth in Section 20 and except as may be otherwise expressly provided in this Agreement, a Party (the “**Auditing Party**”) may audit the other Party’s (the “**Audited Party**”) books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement (“**service start date**”) for the purpose of evaluating (i) the accuracy of Audited Party’s billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party’s billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party’s books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party’s favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party’s billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.
- 11.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.
- 11.1.2 Such audit shall be conducted either by the Auditing Party’s employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor’s fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party’s receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.
- 11.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party’s bills and (ii) Audited Party’s compliance with the provisions of this Agreement that affect the accuracy of Auditing Party’s billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.
- 11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the SBC-owned ILEC(s)

involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense.

11.2 Audits - **SBC SNET** only

11.2.1 Except as provided in Appendix Compensation, **SBC SNET** shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by **SBC SNET**, CLEC and all other CLECs doing business with **SBC SNET** under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of **SBC SNET's** billing and invoicing.

11.2.2 **SBC SNET** will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate **SBC SNET** employees, books, records and other documents reasonably necessary to perform the audit.

11.2.3 **SBC SNET** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SBC SNET** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SBC SNET** will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from **SBC SNET**, however, **SBC SNET** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SBC SNET**.

12. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. **LIMITATION OF LIABILITY**

13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of

- such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount **SBC-13STATE** or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.
- 13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.
- 13.4 Neither CLEC nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("**Indemnifying Party**") hereby releases and holds harmless the other Party ("**Indemnitee**") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 13.5 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.
- 13.6 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

- 13.7 **SBC-13STATE** shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

14. INDEMNITY

- 14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "**Indemnifying Party**") shall release, defend and indemnify the other Party (the "**Indemnified Party**") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("**Fault**") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "**Indemnifying Party**") shall defend and indemnify the other Party (the "**Indemnified Party**") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 14.4 A Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party ("**Indemnified Party**") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:
- 14.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.
- 14.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services,

Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; provided under this Agreement; and

14.4.1.2.2 no infringement would have occurred without such modification.

14.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

14.5 CLEC acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

14.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI *for Declaratory Ruling*. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

14.5.1.1 **SBC-13STATE** agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as **SBC-13STATE**.

14.5.1.2 **SBC-13STATE** shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by **SBC-13STATE**.

14.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, **SBC-13STATE** shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to **SBC-13STATE** under the vendor contract and the terms of the contract (excluding cost terms). **SBC-13STATE** shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

14.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 14.5.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including **SBC-13STATE**.

- 14.5.2 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's Network Elements) in **SBC-13STATE**'s network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.
- 14.5.3 **SBC-13STATE** does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **SBC-13STATE**'s network and unbundling and/or combining **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.
- 14.6 CLEC shall reimburse **SBC-13STATE** for damages to **SBC-13STATE**'s facilities utilized to provide Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of **SBC-13STATE**'s facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than **SBC-13STATE**. Upon reimbursement for damages, **SBC-13STATE** will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.
- 14.7 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Appendix DSL and/or the applicable commission-ordered tariff, as appropriate) to be deployed or used in connection with or on **SBC-13STATE** facilities, that Party ("**Indemnifying Party**") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("**Indemnitee's**") facilities.
- 14.8 Indemnification Procedures
- 14.8.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 14.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 14.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 14.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the

Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

- 14.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 14.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 14.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 14.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 14.8.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.

15. PERFORMANCE MEASURES

- 15.1 Attachment Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of **SBC-13STATE** to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

16. INTELLECTUAL PROPERTY

- 16.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

17. NOTICES

- 17.1 Subject to Section 17.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be
- 17.1.1 delivered personally;
- 17.1.2 delivered by express overnight delivery service;
- 17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in sections 17.1.1, 17.1.2, or 17.1.3..

17.1.5 Notices will be deemed given as of the earliest of:

17.1.5.1 the date of actual receipt,

17.1.5.2 the next Business Day when sent via express overnight delivery service,

17.1.5.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or

17.1.5.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Eileen Singleton/Director of Operations	Contract Management ATTN: Notices Manager
STREET ADDRESS	4727 South Main	311 S. Akard, 9 th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Stafford, TX 77477	Dallas, TX 75202-5398
FACSIMILE NUMBER	281-274-7710	

17.1.7 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

17.2 **SBC-13STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

17.3 In the **SBC-13STATES**, Accessible Letter notification will be via electronic mail ("**e-mail**") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.

17.4 In **SBC-13STATE**, CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

17.5 In **SBC-13STATE**, CLEC shall submit a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom CLEC requests Accessible Letter notification be sent. CLEC shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by **SBC-13STATE**. **SBC-13STATE** may, at its discretion, change the process by which the CLEC provides Accessible Letter recipient information. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.

17.6 **SBC SOUTHWEST REGION 5-STATE only:**

17.6.1 **SBC SOUTHWEST REGION 5-STATE** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Network Elements under this Agreement; CLEC shall provide **SBC SOUTHWEST REGION 5-STATE** with a toll free facsimile number for notices

from SBC SOUTHWEST REGION 5-STATE relating to requests for Resale Services and Network Elements under this Agreement.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

- 18.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.
- 18.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

19. NO LICENSE

- 19.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. CONFIDENTIALITY

- 20.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.
- 20.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
- 20.2.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
- 20.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
- 20.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
- 20.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 20.2.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 20.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 20.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

21. INTERVENING LAW

21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate STATE Commission(s). In entering into this Agreement, the Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the Line Sharing and UNE Remand Orders in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002). In addition, on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) (all collectively referred to as the "Orders"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. In entering into this Agreement, the Parties acknowledge and agree that the provisions set forth in this Agreement are based upon **SBC-13STATE**'s obligations under FCC rules and regulations as they existed prior to their vacatur by the D.C. Circuit in its USTA Decision and prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. By executing this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders, the Illinois Law and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph. Notwithstanding anything to the contrary in this Agreement, these rights also include but are not limited to **SBC-13STATE**'s right, to the extent **SBC-13STATE** has not already invoked the FCC ISP terminating compensation in a particular **SBC-13STATE** state in which this Agreement is effective and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions ("provisions") in this Agreement, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, **SBC Illinois** shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from

the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and **SBC Illinois** will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

22. GOVERNING LAW

22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma, Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue.

23. REGULATORY APPROVAL

23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

23.2 Unless otherwise agreed, if the designated Party fails to file this agreement with the appropriate State commission within sixty (60) days of both Parties signatures, then this signed agreement is null and no longer valid. In such event, the designated Party may not file this signed agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this signed agreement following the expiration of the sixty (60) days referenced above, then either Party may initiate negotiations for a successor agreement under Section 251/252 of the Act. If negotiations are commenced by either Party, then the Parties will determine what rates, terms and conditions, if any, will apply until such time as a successor agreement is reached.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to **SBC-12STATE** only

24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

- 24.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.
- 24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), **SBC-12STATE** is free to reclaim the unbundled Network Element facilities for use by another End User and is free to issue service orders required to reclaim such facilities.
- 24.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.
- 24.2 Applies to **SBC SNET** only
- 24.2.1 The Parties agree that CLEC will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. **SBC SNET**'s wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.
- 24.2.2 The Parties agree to the re-use of existing network facilities when an End User changes its provider of local exchange service and the network facilities are provided by the same network provider.

25. COMPLIANCE AND CERTIFICATION

- 25.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 25.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 25.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 25.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

26. LAW ENFORCEMENT

- 26.1 **SBC-12 STATE** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.1.1 Intercept Devices:

26.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

26.1.2 Subpoenas:

26.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

26.1.3 Emergencies:

26.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

26.2 SBC SNET and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.2.1 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (**CALEA**) and to report to applicable State and Federal law enforcement authorities as required by law, the Telecommunications Services and related information provided by each of the Parties in Connecticut.

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

- 28.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

29. ASSIGNMENT

- 29.1 CLEC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of SBC-13STATE; provided that CLEC may assign or transfer this Agreement to its Affiliate by providing ninety (90) calendar days' prior written notice to SBC-13STATE of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with SBC-13STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.
- 29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by SBC-13STATE pursuant to this Section 29, CLEC agrees that any change, modification or other activity required for SBC-13STATE to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 4.9.
- 29.3 If during the Term, SBC-13STATE sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, SBC-13STATE shall provide CLEC not less than ninety (90) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CLEC acknowledges that SBC-13STATE shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that CLEC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

30. SUBCONTRACTING

- 30.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 30.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 30.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 30.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 30.5 Any subcontractor that gains access to Customer Proprietary Network Information ("**CPNI**") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 31.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 31.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, SBC-13STATE shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by SBC-13STATE or any person acting on behalf of SBC-13STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by SBC-13STATE or any person acting on behalf of SBC-13STATE, or (iii) the presence at the work location of an Environmental Hazard for which SBC-13STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by SBC-13STATE or any person acting on behalf of SBC-13STATE.
- 31.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at SBC-13STATE's request, indemnify, defend, and hold harmless SBC-13STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.
- 31.4 For the purposes of this agreement, "Hazardous Substances" means 1) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, 2) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or 3) asbestos and asbestos containing material in any form, and 4) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 31.5 For the purposes of this agreement, "Environmental Hazard" means 1) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, 2) asbestos containing materials, or 3) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 31.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into 1) the work location, or 2) other environmental media, including but not limited to, the air, ground or surface water, or soil.

32. FORCE MAJEURE

- 32.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

33. TAXES

- 33.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 33.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 33.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

- 33.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 33.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 33.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 33.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 33.8 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 33.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

34. NON-WAIVER

- 34.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

35. NETWORK MAINTENANCE AND MANAGEMENT

- 35.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 35.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 35.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 35.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 35.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 35.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of **SBC-13STATE**, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

36. SIGNALING

- 36.1 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between CLEC and **SBC-13STATE**, the rates, terms, and conditions of Appendix SS7 will apply.
- 36.2 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users. All CCS signaling

parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

37. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

- 37.1 CLEC will not send to **SBC-13STATE** local traffic that is destined for the network of a Third Party unless CLEC has the authority to exchange traffic with that Third Party.

38. CUSTOMER INQUIRIES

- 38.1 Except as otherwise required by Section 24.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 38.2 Except as otherwise required by Section 24.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:
- 39.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and
- 39.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 38.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.
- 38.4 CLEC acknowledges that **SBC-13STATE** may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

39. EXPENSES

- 39.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.
- 39.2 **SBC-12STATE** and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement. Prior to the filing of this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing this Agreement. Prior to the filing of each and every Amendment filed in connection with this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing of each amendment filed in connection with this Agreement. Upon receipt of CLEC's check, the Agreement will be processed for filing with the Commission.

40. CONFLICT OF INTEREST

- 40.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

41. SURVIVAL

- 41.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 5.5; Section 5.6, Section 7.3; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 10, Section 11; Section 13; Section 14; Section 15;

Section 16.1; Section 18; Section 19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

42. SCOPE OF AGREEMENT

- 42.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.
- 42.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

43. AMENDMENTS AND MODIFICATIONS

- 43.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions. **SBC-12STATE** and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.
- 43.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

44. APPENDICES INCORPORATED BY REFERENCE

- 44.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)
- 44.1.1 **SBC-13STATE** shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.
- 44.2 COLLOCATION -- SECTION 251(c)(6)
- 44.2.1 Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.
- 44.3 DATABASE ACCESS
- 44.3.1 **SBC13STATE** shall provide to CLEC nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE, which **is/are** attached hereto and incorporated herein by reference.
- 44.4 DIALING PARITY -- SECTION 251(b)(3)
- 44.4.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.
- 44.4.2 **SBC12STATE** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.
- 44.5 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A),(B),(C); 47 CFR § 51.305(a)(1)
- 44.5.1 **SBC-13STATE** shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which **is/are** attached hereto and incorporated herein

by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which **is/are** attached hereto and incorporated herein by reference.

44.6 NUMBER PORTABILITY -- SECTIONS 251(b)(2)

44.6.1 The Parties shall provide to each other Permanent Number Portability (**PNP**) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which **is/are** attached hereto and incorporated herein by reference.

44.7 OTHER SERVICES

44.7.1 911 and E911 Services

44.7.1.1 **SBC-13STATE** will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911, which **is/are** attached hereto and incorporated herein by reference.

44.7.1.2 The Parties agree that for "data only" providers the following rules concerning 911 requirements apply:

44.7.1.2.1 The Parties agree that CLEC will not have to establish 911 trunking or interconnection to Ameritech's 911 Selective Routers, and therefore **SBC-13STATE** shall not provide 911 services for those information service applications in which CLEC does not offer its end users the ability to place outgoing voice calls provided that; and

44.7.1.2.2 CLEC understands and agrees that, should it decide to provide voice service, it is required to meet all applicable Commission 911 service requirements; and

44.7.1.2.3 CLEC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of voice service to meet its 911 requirements. CLEC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s) from NECA for the exchange area(s) CLEC plans to serve, submission of the appropriate form(s) to **SBC-13STATE**, and, following **SBC-13STATE**'s processing of such form(s), obtaining approval from the appropriate PSAP(s) for the CLEC's 911 service architecture. CLEC further understands that PSAP approval may include testing 911 trunks with appropriate PSAP(s). CLEC understands that, based on **SBC-13STATE**'s prior experience with CLEC implementation of 911, these steps require a minimum of sixty (60) days.

44.7.1.2.4 CLEC agrees to indemnify and hold **SBC-13STATE** harmless from the consequences of CLEC's decision to not interconnect with **SBC-13STATE**'s 911 Selective Routers. The provisions of General Terms and Conditions Section 14 shall apply to such indemnification.

44.7.2 AIN

44.7.2.1 One or more of the ILECs making up **SBC-13STATE** have deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by CLEC, and where technically feasible, **SBC-13STATE** will provide CLEC with access to **SBC-13STATE**'s Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into

this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

44.7.3 Directory Assistance (DA)

44.7.3.1 **SBC-13STATE** will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which **is/are** attached hereto and incorporated herein by reference.

44.7.4 Hosting

44.7.4.1 At CLEC's request, **SBC-10STATE** shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from CLEC for distribution to the appropriate billing and/or processing location or for delivery to CLEC of such data via **SBC-10STATE**'s internal network or the nationwide CMDS network pursuant to the applicable Appendix HOST, which **is/are** attached hereto and incorporated herein by reference.

44.7.5 Operator Services (OS)

44.7.5.1 **SBC-13STATE** shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which **is/are** attached hereto and incorporated herein by reference.

44.7.6 Signaling System 7 Interconnection

44.7.6.1 At CLEC's request, **SBC-13STATE** shall perform SS7 interconnection services for CLEC pursuant to the applicable Appendix SS7, which **is/are** attached hereto and incorporated herein by reference.

44.7.7 Publishing and Directory

44.7.7.1 **SBC-13STATE** will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of the applicable Appendix White Pages, which **is/are** attached hereto and incorporated herein by reference.

44.7.8 RESALE--SECTIONS 251(b)(1)

44.7.8.1 **SBC-13STATE** shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which **is/are** attached hereto and incorporated herein by reference.

44.7.9 TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC PURSUANT TO 251(c)(2)

44.7.9.1 **SBC-13STATE** shall provide to CLEC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which **is/are** attached hereto and incorporated herein by reference.

44.7.10 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5).

44.7.10.1 The applicable Appendix Compensation, which **is/are** attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which **is/are** attached hereto and incorporated herein by reference.

44.7.11 UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3)

44.7.11.1 Pursuant to the applicable Appendix UNE, which **is/are** attached hereto and incorporated herein by reference, **SBC-13STATE** will provide CLEC access to Unbundled Network elements for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. CLEC

agrees to provide access to its Network Elements to **SBC-13STATE** under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

45. AUTHORITY

- 45.1 Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for that SBC-owned ILEC. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.
- 45.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 45.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

46. COUNTERPARTS

- 46.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

47. ENTIRE AGREEMENT

47.1 SBC-12STATE

- 47.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

47.2 SBC SNET

- 47.2.1 The rates, terms and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties predating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

48. SELECTION OF BILLING OPTIONS

- 48.1 This Agreement contains an Appendix A to the General Terms and Conditions wherein the CLEC will select certain options available under this Agreement.

SBC-13STATE Agreement
Signatures

EZ Talk Communications, LLC

**Southwestern Bell Telephone, L.P. d/b/a SBC Missouri by
SBC Telecommunications, Inc., its authorized agent**

Signature:_____

Signature:_____

Name:_____
(Print or Type)

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Title: *For/* President - Industry Markets

Date:_____

Date:_____

Facilities-Based OCN# _____

Resale OCN # _____

ACNA _____