Benchmark:

See Measurement No. 59

DSL Loops with Line Sharing – Parity
DSL Loops with no Line Sharing –9.0 hours (critical z-value does not apply)
Broadband service product (Note : Additional disaggregations may be required as necessary in the future

PM 68 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

69. Measurement

Percent Repeat Reports

Definition:

Percentage of customer trouble reports received within 30 calendar days of a previous customer report.

Exclusions:

- Specials and Interconnection Trunks.
- Excludes UNE Combos captured in the POTS or Specials measurements.
- Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational
- Excludes loops without test access – BRI
- Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap for which the CLEC has not authorized conditioning unless coded to the Central Office.
- Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.

Business Rules:

Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.

Levels of Disaggregation:

- UNEs contained in the UNE price schedule, and/or agreed to by parties.
- DSL loops with line sharing
- DSL loops with no line sharing
- Broadband service product (Note : Additional disaggregations may be required as necessary in the future

Calculation:	Report Structure:
Count of customer trouble reports received within 30 calendar days of a previous customer report ÷ total customer trouble reports) * 100	Reported by CLEC, all CLECs, SWBT and affiliates where appropriate.

Measurement Type:

Tier 1 – High
Tier 2 – High

Benchmark:
See Measurement No. 59 8db loops – Parity with SWBT POTS Business DSL Loops with Line Sharing – Parity DSL Loops with no Line Sharing – 12.0% (Critical z-value does not apply) Broadband service product (Note : Additional disaggregations may be required as necessary in the future

INTERCONNECTION TRUNKS

70. Measurement:

Percentage of Trunk Blockage

Definition:

Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from SWBT end office to CLEC end office and from SWBT tandem to CLEC end office.

Exclusions:

- Excludes Weekends and Holidays
- CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control.
- SWBT is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from SWBT on the due date or CLEC has no facilities or equipment at CLEC end.
- CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by SWBT or in the timeframe specified in the InterConnection Agreement (ICA).
- If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by SWBT for a time frame specified in the ICA.
- If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement.
- For trunks extending from the SWBT tandem to the CLEC end office designated as direct end office trunks, if CLEC's actual trunk usage for a market region, as shown by SWBT from traffic usage studies, is more than 25% above CLEC's most recent forecast for the market region, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.
- For trunks extending from the SWBT end office to the CLEC end office, if CLEC's actual trunk usage for a wirecenter or end office, as shown by SWBT from traffic usage studies, is more than 25% above CLEC's most recent forecast for the wirecenter or end office, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.

The exclusions do not apply if SWBT fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SWBT refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.

Business Rules:	
Twenty days of data consisting of blocked calls and total calls are collected and aggregated each month.	
Levels of Disaggregation:	
• The SWBT end office to CLEC end office and SWBT tandem to end office trunk blockage will be reported separately. • By Market Region.	
Calculation:	**Report Structure:**
({Count of blocked calls – excluded blocked calls} ÷ total calls offered – {excluded blocked calls}) * 100	Reported for CLEC and all CLECs .
Measurement Type:	
Tier-1 High Tier-2 High	
Benchmark:	
Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]	

70.1 Measurement:	
Trunk Blockage Exclusions	
Definition:	
Number of calls blocked on outgoing traffic from SWBT end office to CLEC end office and from SWBT tandem to CLEC end office that are excluded from the trunk blockage data reported under PM 70.	
Exclusions:	
• None	
Business Rules	
Number of blocked calls and total calls excluded from the monthly blockage data reported under Performance Measurement 70. No penalties or liquidated damages apply. See PM 70 for list of the exclusions.	
Levels of Disaggregation:	
• By Market Region.	
Calculation:	Report Structure:
Count of Excluded blocked calls	Reported for CLEC and all CLECs .
Measurement Type:	
None	
Benchmark:	
Diagnostic	

71. Measurement:

Common Transport Trunk Blockage

Definition:

Percentage of local common transport trunk groups exceeding 2%, 1% blockage.

Exclusions:

- No data is collected on weekends or holidays

Business Rules:

Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.

Levels of Disaggregation:

- Common trunk groups where CLECs share ILEC trunks, and Common trunk groups for CLECs not shared by ILEC.
- By Market Region.

Calculation:	Report Structure:
(Number of common transport trunk groups exceeding 2%, 1% blocking ÷ total common transport trunk groups) * 100.	Reported on local common transport trunk groups.

Measurement Type:

Tier-1	None
Tier-2	High

Benchmark:

PUC Subst. R. 23.61(e)(5)(A) or parity, whichever allows less blocking in a given month. SWBT shall compare common trunk groups exceeding 1% blockage, reported for switch based CLECs, be compared to SWBT's dedicated trunk groups designed for B.01 standard for parity compliance.

72. Measurement	
Distribution Of Common Transport Trunk Groups > 2%/1%.	
Definition:	
A distribution of trunk groups exceeding 2% reflecting the various levels of blocking.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 71	
Levels of Disaggregation:	
By Market Region.	
Calculation:	**Report Structure:**
The number of trunk groups exceeding 2%/1% will be shown in histogram form based on the levels of blocking	Reported on local common transport trunk groups.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Aggregate measurement. No benchmark required.	

73. Measurement
Percentage of Installations Completed Within the Customer Requested Due Date
Definition:
Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SWBT.
Exclusions:
CLEC Caused Misses
Business Rules:
SWBT will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SWBT to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date. Orders that are completed more than 30 days after the customer requested due date and reported as held orders under PM 73.1 also are included in reporting this measure.
Levels of Disaggregation:
• By Market Region. • 911 • OS/DA • SS7 • Interconnection trunks

Calculation:	Report Structure:
(Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SWBT ÷ total trunk circuits completed) * 100	Reported for CLEC, all CLECs and SWBT.

Measurement Type:
Tier 1 – High Tier 2 – High
Benchmark:
95% within the customer requested due date or agreed to expedited interval. Critical z-value applies.

73.1 Measurement
Percentage Held Interconnection Trunks
Definition:
Percentage of interconnection trunk orders held greater than 30, 60 or 90 calendar days.
Exclusions:
• Customer Caused Misses
Business Rules:
The Customer Desired Due Date or the 21st business day after the interconnection trunk order is received by SWBT, whichever is greater, starts the clock. The Completion Date is the day that SWBT personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID.
Levels of Disaggregation:
• By Market Region; 30, 60 and 90 days • Interconnection • 911 • OS/DA • SS7

Calculation:	Report Structure:
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100	Reported by CLEC, all CLECs and SWBT.

Measurement Type:
Tier 1 – Medium Tier 2 – Low
Benchmark:
Parity with SWBT interconnection trunks. For purposes of damages, only applicable to trunk orders held greater than 30 days.

74. Measurement
Average Delay Days For Missed Due Dates – Interconnection Trunks
Definition:
Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SWBT to completion date on company missed interconnection trunk orders.
Exclusions:
• Customer Caused Misses
Business Rules:
The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SWBT. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.
Levels of Disaggregation:
• By Market Region • Interconnection • 911 • OS/DA • SS7.

Calculation:	Report Structure:
Σ (Completion date – customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SWBT) ÷ (# of completed trunk circuits with missed Due Dates)	Reported by CLEC, all CLECs and SWBT.

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
Parity

PM 75 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

76. Measurement

Average Trunk Restoration Interval – Interconnection Trunks

Definition:

Average time to repair interconnection trunks. This measure is based on calendar days.

Exclusions:

- Excludes non-measured tickets (CPE, Interexchange, or Information).
- No access delayed maintenance.

Business Rules:

The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when SWBT notifies the CLEC of service restoral.

Levels of Disaggregation:

- By Market Region.
- 911
- OS/DA
- SS7
- Interconnection Trunks

Calculation:	Report Structure:
Total trunk outage duration ÷ total trunk trouble reports	Reported by CLEC, all CLECs and SWBT.

Measurement Type:

Tier 1 – Low
Tier 2 – None

Benchmark:

Parity

77. Measurement
Average Trunk Restoration Interval for Service Affecting Trunk Groups
Definition:
The average time to restore service affecting trunk groups (measured tickets only).
Exclusions:
Customer Caused Outages
Business Rules:
Service affecting is defined as 20% of a trunk group out-of-service that causes trunk group blockage. The clock starts on receipt of a trouble ticket from the CLEC that identifies a service affecting condition. The clock stops after completion of work by SWBT.
Levels of Disaggregation:
• Tandem trunk groups • Non-Tandem trunk groups • By Market Region • 911 • OS/DA • SS7 • Interconnection Trunks

Calculation:	Report Structure:
Total trunk group outage time / total trunk group trouble reports	Reported by CLEC, all CLECs .

Measurement Type:
Tier 1 – High Tier 2 – High
Benchmark:
Tandem trunk groups – 1 hour / Non-Tandem – 2 hours.

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DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)

PM 79 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

80. Measurement	
Directory Assistance Average Speed Of Answer	
Definition:	
The average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a SWBT representative answers the call or the customer abandons the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SWBT call management system queue until the CLEC customer call is transferred to SWBT personnel assigned to handling CLEC calls for assistance during hours of operation.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
Total queue time ÷ total calls answered	Reported for the aggregate of SWBT and CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – Low	
Benchmark:	
PUC SUBST. Rule 23.61.e (3)(A)(iii) (5.9 second average) Critical z-value does not apply.	

PM 81 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

82. Measurement	
Operator Services Speed Of Answer	
Definition:	
The average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a SWBT representative answers the call or the customer abandons the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SWBT call management system queue until the CLEC customer call is transferred to SWBT personnel assigned to handling CLEC calls for assistance during hours of operation.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
Total queue time ÷ total calls answered.	Reported for the aggregate of SWBT and CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – Low	
Benchmark:	
PUC SUBST. Rule 23.61.e (3)(A)(1) (3.3 second average) Critical z-value does not apply.	

PM 83 WAS ELIMINATED WITH 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 84 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 85 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 86 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

INTERIM NUMBER PORTABILITY (INP)

PM 87 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 88 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 89 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 90 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

LOCAL NUMBER PORTABILITY (LNP)

91. Measurement:	
Percentage of LNP Only Due Dates within Industry Guidelines	
Definition:	
Percentage of LNP Due Date interval that meets the industry standard established by the North American Numbering Council (NANC).	
Exclusions:	
• CLEC or Customer caused or requested delays. • NPAC caused delays unless caused by SWBT.	
Business Rules:	
Industry guidelines for due dates for LNP are as follows: • For Offices in which NXXs are previously opened – 3 Business Days. • New NXX – 5 Business days on LNP capable NXX. The above-noted due dates are from the date of the FOC receipt. For partial LNP conversions that require restructuring of customer account: • 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new. • >30 TNs, including entire NXX: The due dates are negotiated.	
Levels of Disaggregation:	
NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	
Calculation:	**Report Structure:**
(Count of LNP TNs implemented within Industry guidelines ÷ total number of LNP TNs) *100	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
96.5%. The benchmark will be revised either up or down if industry guidelines are established that are different than the objective stated here. Critical z-value does not apply.	

92. Measurement:	
Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9 Hour (T2) Timer	
Definition:	
Percentage of time the old service provider releases subscription(s) to NPAC within the first (T1) or the second (T2) 9-hour timers.	
Exclusions:	
• Customer caused or requested delays. • NPAC caused delays unless caused by SWBT. • Cases where SWBT did the release but the New Service Provider did not respond prior to the expiration of the T2 timer. This sequence of events causes the NPAC to send a cancel of SWBT's release request. In these cases, SWBT may have to re-work to release the TN so it can be ported to meet the due date.	
Business Rules:	
Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer ÷ total number of LNP TNs for which the subscription was released) *100	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
96.5%. The benchmark will be revised either up or down if industry guidelines are established that are different than the objective stated here. Critical z-value does not apply.	

93. Measurement:	
Percentage of Customer Account Restructured Prior to LNP Due Date	
Definition:	
Percentage of accounts restructured within the LNP order due date established in Measurement No. 91, and/or negotiated due date for orders that contain more than 30 TNs.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 91	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(Number of LNP orders for which customer accounts were restructured prior to LNP due date) ÷ (total number of LNP orders that require customer accounts to be restructured) *100	Reported by CLEC and all CLECs.
Measurement Type	
Tier 1 – Low Tier 2 – None	
Benchmark:	
96.5% Critical z-value applies.	

PM 94 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 95 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

96. Measurement:	
Percentage Pre-mature Disconnects for Stand alone LNP Orders	
Definition:	
Percentage of Stand Alone LNP telephone numbers where SWBT disconnects the customer (e.g. switch translations are removed) prior to the scheduled start time.	
Exclusions:	
• Stand alone LNP telephone numbers where the CLEC requests that the cut-over begin prior to the scheduled time. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time • Stand alone LNP telephone numbers where SWBT disconnects ≤ 10 minutes of the scheduled start time	
Business Rules:	
A premature disconnect occurs any time SWBT begins the cut-over more that 10 minutes prior to the scheduled start time.	
Levels of Disaggregation:	
None.	
Calculation:	**Report Structure:**
Count of prematurely disconnected Stand Alone LNP telephone numbers ÷ total Stand Alone LNP telephone numbers * 100	Reported by CLEC and all CLECs
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
≤ 2% premature disconnects. Critical z-value applies.	

97. Measurement:	
Percentage of Time SWBT Applies the 10-digit Trigger Prior to the LNP Order Due Date	
Definition:	
Percentage of time SWBT applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs prior to the due date.	
Exclusions:	
• Excludes Remote Call Forwarding in DMS 100s, DID in all offices and ISDN Data TNs." • Excludes CLEC or Customer caused misses or delays	
Business Rules:	
Obtain number of LNP or LNP with loop TNs where the 10-digit trigger was applied on the day prior to due date, and the total number of LNP or LNP with Loop TNs where the 10-digit trigger was applied, where technically feasible.	
Levels of Disaggregation:	
LNP only, and LNP with Loop.	
Calculation:	**Report Structure:**
(Count of LNP TNs for which 10-digit trigger was applied prior to due date ÷ total LNP TNs for which 10-digit triggers were applied) * 100.	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
96.5% Critical z-value applies.	

98. Measurement:	
Percentage Stand Alone LNP I-Reports in 10 Days	
Definition:	
Percentage of Stand Alone LNP Orders that receive a LNP related customer trouble report within 10 calendar days of service order completion.	
Exclusions:	
• Excludes Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational	
Business Rules:	
The Start time is the date/time of completion of the service order. The End time is the date/time of receipt of trouble report. Count the number of Stand Alone LNP Orders that receive an LNP related trouble report within 10 calendar days of completion.	
Levels of Disaggregation:	
• Stand Alone LNP	
Calculation:	**Report Structure:**
(Count of Stand Alone LNP Orders that receive a customer trouble report within 10 calendar days of service order completion ÷ total Stand Alone LNP orders) * 100.	Reported by CLEC and all CLECs, and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Parity with SWBT Retail POTS – No Field Work.	

99. Measurement:	
Average Delay Days for SWBT Missed Due Dates for Stand Alone LNP Orders	
Definition:	
Average calendar days from due date to completion date on company missed orders.	
Exclusions:	
• On time or early completions	
Business Rules:	
The clock starts on the due date and the clock ends on the completion date based on posted Stand Alone LNP orders.	
Levels of Disaggregation:	
LNP Only	
Calculation:	**Report Structure:**
Σ(Stand Alone LNP Completion Date–Stand Alone LNP Order due date) ÷ # total Stand Alone LNP Orders where there was a SWBT caused missed due date* 100	Reported By CLEC and all CLECs and SWBT.
Measurement Type:	
Tier 1 – Medium Tier 2 – Medium	
Benchmark:	
Parity with SWBT Retail POTS – No Field Work.	

100 Measurement:	
Average Time of Out of Service for LNP Conversions	
Definition:	
Average time to facilitate the activation request in SWBT's network.	
Exclusions:	
• CLEC-caused errors. • NPAC-caused errors unless caused by SWBT. • Stand Alone LNP Orders with more than 500 number activations	
Business Rules:	
The Start time is the Receipt of the NPAC broadcast activation message in SWBT's LSMS. The End time is when the Provisioning event is successfully completed in SWBT's network as reflected in SWBT's LSMS. Calculate the total minutes of difference between the start time and end time in minutes for LNP activations during the reporting period.	
Levels of Disaggregation:	
• None	
Calculation:	**Report Structure:**
Σ(LNP start time – LNP stop time) ÷ # total LNP activations	Reported by CLEC and all CLECs
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
60 Minutes unless a different industry guideline is established that will override the benchmark referenced here. Critical z-value does not apply.	

101 Measurement:	
Percent Out of Service < 60 minutes	
Definition:	
The Number of LNP related conversions where the time required to facilitate the activation of the port in SWBT's network is less than 60, expressed as a percentage of total number of activations that took place.	
Exclusions:	
• CLEC-caused errors. • NPAC-caused errors unless caused by SWBT. • Stand Alone LNP Orders with more than 500 number activations.	
Business Rules:	
The Start time is the receipt of the NPAC broadcast activation message in SWBT's LSMS. The End time is when the Provisioning event is successfully completed in SWBT's network as reflected in SWBT's LSMS. Count the number of activations that took place in less than 60 minutes.	
Levels of Disaggregation:	
• None	
Calculation:	**Report Structure:**
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations)* 100.	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
96.5% Critical z-value does not apply.	

911

102. Measurement	
Average Time To Clear Errors	
Definition:	
The average time it takes to clear an error after it is detected during the processing of the 911 database file. This is only on resale or UNE loop and port combination orders that SWBT installs.	
Exclusions:	
None	
Business Rules:	
The clock starts upon the receipt of the error file and the clock stops when the error is corrected.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
Σ(Date and time error detected – date and time error cleared) ÷ total number of errors	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

103. Measurement	
Percent Accuracy for 911 Database Updates (Facility Based Providers)	
Definition:	
The percentage of 911 records that were updated by SWBT in error.	
Exclusions:	
CLEC caused errors.	
Business Rules:	
The data required to calculate this measurement will be provided by the CLEC based on the compare file. The CLEC will provide the number of records transmitted and the errors found. SWBT will verify the records determined to be in error to validate that the records were input by SWBT incorrectly. An update is completed without error if the database completely and accurately reflects the activity specified on the order submitted by the CLEC.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(Number of SWBT caused update errors ÷ Total number of updates) * 100	CLEC, All CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

104. Measurement	
Average Time Required to Update 911 Database (Facility Based Providers)	
Definition:	
The average time it takes to update the 911 database file.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
Σ(Date and time data processing begins – date and time data processing ends) ÷ total number of files	Reported for individual CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

104.1 Measurement (New Measure)	
The average time it takes to unlock the 911 record	
Definition:	
The average time it takes to unlock the 911 record to allow the record to be claimed by the CLEC.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date of completion and the clock stops on the date/time when the 911 record is unlocked.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
Sum (SOC Date - date 911 record is unlocked)	Reported for individual CLEC, and all CLECs and SWBT affiliates
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

POLES, CONDUIT AND RIGHTS OF WAY

105 Measurement	
Percentage of requests processed within 35 Days	
Definition:	
The percentage of requests for access to poles, conduits, and right-of-ways processed within 35 days.	
Exclusions:	
None	
Business Rules:	
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(count of number of requests processed within 35 days ÷ total number of requests) * 100	Reported for individual CLEC and all CLECs, and SWB DSL affiliate.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
90% within 35 days. Critical z-value does not apply.	

106. Measurement	
Average Days Required to Process a Request	
Definition:	
The average time it takes to process a request for access to poles, conduits, and right-of-ways.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 105	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
Σ(Date request returned to CLEC – date request received from CLEC) ÷ total number of requests	Reported for individual CLEC and all CLECs, and SWB DSL Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
See Measurement No. 105. Benchmark will be 14 days.	

107 Measurement
Percentage Missed Collocation Due Dates
Definition:
The percentage of SWBT caused missed due dates for collocation projects.
Exclusions:
None
Business Rules:
The clock starts when SWBT receives, in compliance with the approved tariff, payment and return of proposed layout for space as specified in the application form from the CLEC and the clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy. The CLEC will then have 5 business days to accept or not accept the collocation space. If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SWBT of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SWBT to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SWBT and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. The extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to: • CLEC return to SWBT corrected and complete floor plan drawings. • CLEC placement of required component(s). If the business rules and tariff are inconsistent, the terms of the tariff will apply.
Levels of Disaggregation:
Physical • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation • Virtual • Augments to Virtual.

Calculation:	Report Structure:
(count of number of SWBT caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and SWB affiliate

Measurement Type:
Tier 1 – High Tier 2 – High
Benchmark:
95% within the due date. Damages and Assessments will be calculated based on the number of days late. Critical z-value does not apply.

108. Measurement
Average Delay Days for SWBT Missed Due Dates
Definition:
The average delay days caused by SWBT to complete collocation facilities.
Exclusions:
None
Business Rules:
See Measurement No. 107
Levels of Disaggregation:
Physical, • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation Virtual • Augments to Virtual.

Calculation:	Report Structure:
Σ(Date collocation work completed – collocation due date) ÷ total number of SWBT caused missed collocation projects	Reported for individual CLEC and all CLECs by active and non-active as defined in the tariff, and SWB affiliate as appropriate.

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
10% of the tariffed intervals. Critical z-value does not apply.

109. Measurement
Percent of Requests Processed Within the Tariffed Timelines
Definition:
The percent of requests for collocation facilities processed within the Tariffed timelines, or no space available notification.
Exclusions:
Excludes Weekends & Holidays.
Business Rules:
The clock starts when SWBT (ICSC) receives the application. The clock stops when SWBT responds back to the application request with a quote, or no space available notification.
Levels of Disaggregation:
Physical, • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation • Virtual • Augments to Virtual.

Calculation:	Report Structure:
(count of number of requests processed within the tariff timeline ÷ total number of requests) * 100	Reported for individual CLEC and all CLECs, or SWB affiliate as appropriate.

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
90% within the tariff timeline. Critical z-value does not apply.

DIRECTORY ASSISTANCE DATABASE

110 Measurement	
Percentage of Updates Completed into the DA Database within 72 Hours for Facility Based CLECs	
Definition:	
The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory change only and within 72 hours of the completion date on the provisioning service order where a provisioning order is required.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. For directory changes that also have a provisioning order, the clock starts when the provisioning order completes and ends when the listing is updated. The update clerks work hours are 6:30 a.m. to 3:00 p.m. Monday through Friday. On requests received after 3:00 p.m. the clock will start at 6:30 a.m. the following day.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(Count of updates completed within 72 hours ÷ total updates) * 100	Reported by CLEC and all CLECs for facility based providers.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
95% updated within 72 hours. Critical z-value does not apply.	

111. Measurement	
Average Update Interval for DA Database for Facility Based CLECs	
Definition:	
The average update interval for DA database changes for facility based CLECs.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 110	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
Σ (8:00 a.m. of the day following the input into the LSS database – Time update received from CLEC) ÷ total updates	Reported by CLEC and all CLECs for facility based providers.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
36 Hours. The critical z-test does apply. This benchmark will be re-evaluated in 6 months.	

112. Measurement	
Percentage DA Database Accuracy For Manual Updates	
Definition:	
The percentage of DA records that were updated by SWBT in error. The data required to calculate this measurement will be provided by the CLEC. The CLEC will provide the number of records transmitted and the errors found. SWBT will verify the records determined to be in error to validate that the records were input by SWBT incorrectly.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 110	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(Number of SWBT caused update errors ÷ Total number of updates) *100	Reported by CLEC and all CLECs for facility based providers.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
97% Critical z-value does not apply.	

113. Measurement	
Percentage of Electronic Updates that Flow Through the DSR process Without Manual Intervention	
Definition:	
Percentage of DSRs from entry to distribution that progress through SWBT ordering systems to ALPS/LIRA.	
Exclusions:	
Rejected DSRs due to CLEC error.	
Business Rules:	
The number of DSRs, that flow through SWBT's ordering systems and are passed to ALPS/LIRA without manual intervention, divided by the total number of DSRs issued within the reporting period.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(Number of DSRs that flow through to ALPS/LIRA ÷ Total DSRs) * 100	CLEC and All CLECs.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
97% Critical z-value applies.	

COORDINATED CONVERSIONS

114. Measurement:
Percentage of Premature Disconnects for CHC/FDT LNP with Loop Lines.
Definition:
Percentage of CHC/FDT LNP with Loop Lines where SWBT disconnects the customer (e.g. switch translations and/or the cross connect is removed) prior to the scheduled start time.
Exclusions:
• CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time
Business Rules:
A premature disconnect occurs any time SWBT begins the cut-over more than 10 minutes prior to the scheduled start time.
Levels of Disaggregation:
• Coordinated Hot Cuts (CHC) – LNP with Loop • Frame Due Time (FDT) – LNP with Loop

Calculation:	Report Structure:
(Count of prematurely disconnected CHC/FDT LNP with Loop Lines ÷ total CHC/FDT LNP with Loop Lines) * 100	Reported by CLEC and all CLECs.

Measurement Type:
Tier 1 – High Tier 2 – High
Benchmark:
≤2% premature disconnects Critical z-value does not apply.

114.1 Measurement (Complete Revision)
CHC/FDT LNP with Loop Provisioning Interval.
Definition:
The % of CHC/FDT LNP with Loop Lines completed by SWBT within the established provisioning intervals.
Exclusions:
• CHC/FDT LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date). • CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SWBT the opportunity to complete CHC/FDT LNP with Loop within the designated interval. • IDLC (pair gain systems) identified on or before the due date.
Business Rules:
The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC) and on the frame due time for frame due time (FDT). For CHC orders, the clock starts when the CLEC calls the SWBT LOC to start the conversion, and ends when the SWBT technician completes the cross connect to the CLEC facilities and has called the CLEC to notify that the cut-over has been completed. For FDT orders, the clock starts at the frame due time and ends when the SWBT technician completes the cross connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts and Frame Due Time with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.
Levels of Disaggregation:
CHC LNP with loop • < 10 lines • 10-24 lines FDT LNP with loop • < 10 lines • 10-24 lines

Calculation:	Report Structure:
Total CHC/FDT LNP with Loop Lines within the designated interval ÷ total CHC/FDT LNP with Loop lines.	Reported by CLEC and all CLECs.

Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
This measurement will be diagnostic for the next six months as addressed in the joint SWBT and AT&T recommendation.

115. Measurement	
Percent Provisioning Trouble Reports (PTR)	
Definition:	
Measures the percent of CHC/FDT circuits for which the CLEC submits a trouble report on the day of conversion, or before noon on the next business day.	
Exclusions:	
• Reports for which the trouble is attributable to the SWBT network (unless SWBT had knowledge of the trouble prior to the due date • IDLC (pair gain systems) identified on or before the due date.	
Business Rules:	
The percent of CHC/FDT circuits for which the CLEC submits a trouble report on the day of conversion, or before noon on the next business day. PMs 55.2, 56.1, 58, 91 and 99 will include the PTRs that extend past the original due date in the calculation as appropriate. PMs 59, 69, and 98 will exclude PTRs from the calculation.	
Levels of Disaggregation:	
• CHC and FDT	
Calculation:	**Report Structure:**
(Count of CHC/FDT circuits for which the CLEC submits a trouble report on or before noon on the next business day after conversion÷ total # of CHC/FDT circuits converted.	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
This measurement will be diagnostic for the next six months as addressed in the joint SWBT and AT&T recommendation.	

115.1 Measurement (New Measure)	
Mean Time To Restore – Provisioning Trouble Report (PTR)	
Definition:	
Average duration of the outage from the receipt of the PTR to the time it is cleared.	
Exclusions:	
• Excludes Non-measured reports (CPE, Interexchange, and Information reports.) • Excludes no access to the end user's location.	
Business Rules:	
The start time is when the report is received. The stop time is when the report is cleared.	
Levels of Disaggregation:	
• CHC and FDT	
Calculation:	**Report Structure:**
Σ[(Date and time PTR is closed with the customer) - (date and time PTR is received)] ÷ total PTRs.	Reported by CLEC, all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

PM 116 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

117. Measurement	
Percent NXXs loaded and tested by the LERG effective date	
Definition:	
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date	
Exclusions:	
• None	
Business Rules:	
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.	
Levels of Disaggregation:	
• By Market Region	
Calculation:	**Report Structure:**
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Parity	

118. Measurement	
Average Delay Days for NXX Loading and Testing	
Definition:	
Average calendar days from due date to completion date on company missed NXX orders.	
Exclusions:	
• None	
Business Rules:	
See Measurement No. 117	
Levels of Disaggregation:	
• By Market Region	
Calculation:	**Report Structure:**
Σ(Completion Date – LERG date or *interconnection date*) ÷ (number of SWBT caused late orders)	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

PM 119 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

BONA FIDE/SPECIAL REQUEST PROCESS (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when SWBT receives the application. The clock stops when SWBT responds with the preliminary analysis.	
Levels of Disaggregation:	
• None	
Calculation:	**Report Structure:**
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and SWBT affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
90% within 30 business days. Critical z-value does not apply.	

121. Measurement
Percentage of Quotes Provided for Authorized BFRs/Special Requests Within X (10,30,90) Days
Definition:
Percentage of quotes provided in response to bona fide/Special requests for within X (10,30,90) days.
Exclusions:
Requests that are subject to pending arbitration.
Business Rules:
The clock starts when SWBT receives the application. The clock stops when SWBT responds back to the application request with a quote.
Levels of Disaggregation:
• New Network Elements that are operational at the time of the request. • New Network Elements that are ordered by the FCC. • New Network Elements that are not operational at the time of the Request.

Calculation:	Report Structure:
(Count of number of requests processed within X (10, 30, 90) days ÷ total number (10, 30, 90 Days) of requests) * 100	Reported by CLEC, all CLECs and SWBT affiliate..

Measurement Type:
Tier 1 – High Tier 2 – High
Benchmark:
90% within 10, 30, 90 business days. • Network Elements that are operational at the time of the request – 10 days • Network Elements that are Ordered by the FCC– 30 days • New Network Elements 90 days

PM 122 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

123. Measurement (New Measure)

Percent of Timely and Compliant Change Management Notices

Definition:

The percent of timely and compliant change management notices (as specified in the current Change Management Process (CMP), as made effective July 14, 2000) for EDI/LSR ordering, EDI, CORBA, DataGate Pre-ordering interfaces, and Verigate. This measure also includes LEX, Provisioning Order Status, Order Status, Trouble Administration, EASE and SORD. Timely and complete documentation provided to the CLECs for requirements associated with releases will be part of this measurement.

Exclusions:

- Regulatory mandates as described in the CMP documentation
- Emergency fixes
- CLEC initiated changes to Final Requirements (excluding changes requested due to a mistake by SWBT identified by the CLEC)
- SWBT-initiated enhancements/changes to Requirements for which it requests that this Performance Measurement does not apply and CLECs agree

Business Rules:

Performance standards are set forth in the SBC CLEC Interface Change Management Procedure documentation, providing specific intervals/timeframes for issuance of change management interface release notices, for making available the associated Initial and Final Requirements and release associated documentation, and for allowing defined CLEC comment time periods and prescribed testing intervals. This measure is designed to measure the percent of compliant change management notices, Initial Requirements, and Final Requirements sent to the CLEC within the intervals/timeframes prescribed by the Change Management Procedure documentation for all OSS interfaces in SWBT (the Category 1 interfaces of EDI for ordering, DataGate, EDI and CORBA for pre-ordering; and the Category 2 interfaces of LEX, Verigate, EASE, Order Status, Provisioning Order Status and Trouble Administration.

Documentation that is not complete or not compliant with the Change Management Procedure (CMP) documentation is not considered compliant for purposes of this measure (e.g. calls for abbreviated CLEC comment time periods, fails to identify and provide the appropriate testing intervals, etc).. Any changes made without notice will be considered sent late. (Note: revisions to LSOR pages are not provided and are not required per CMP and will not be a part of this measurement)

SWBT will be measured on the Release Announcement (for Category One) and Initial Requirements based on whether CLECs were provided with the appropriate interval per the CMP. For purposes of the Final Requirements, SWBT will be measured on whether the notice provided the appropriate interval relative to the implementation date. Notices sent to CLECs that provide corrections to Final

Requirements initiated by SWBT that require coding changes by the CLECs will be considered late under this performance measurement. Requirements changes that do not necessitate CLEC coding corrections will not be counted in this measurement.

SWBT initiated changes to Final Requirements, including changing the Implementation Date, will be considered late. SWBT may invoke the exception process to add either a CLEC requested enhancement or a SWBT initiated enhancement to the release. However, if SWBT requests of CLECs in the Exception Request Accessible Letter, that this exception not be counted as late in this performance measurement, and if CLECs unanimously agree to the enhancement, then it will not be counted as late.

When the Exception process is invoked, the timelines/intervals set through that Exception agreement between SWBT and the CLECs as outlined in the CMP documentation would be included in this measurement.

In the event final documentation is submitted in one reporting period and a change to that documentation considered late falls into another reporting period, the miss will count in the current reporting period only and will not be retroactive.

Levels of Disaggregation:

- None

Calculation:	Report Structure:
Percent of compliant change management notices providing the appropriate interval = (# of compliant change management notices providing the appropriate interval within the reporting period ÷ total # of change management notices sent during the reporting period) * 100	Reported for all CLECs.

Measurement Type:

Tier 1 – Diagnostic
Tier 2 – Diagnostic for 1st 6 months to collect data and determine appropriate means of measurement

Benchmark:

90% compliant notices sent on time
Diagnostic for Tier 1 and Tier II

124. Measurement (New Measure)	
Timely resolution of significant Software Failures related with Releases	
Definition:	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
Exclusions:	
• Errors where a workaround is available (workaround in this sense does not include manual faxing to the LSC)	
Business Rules:	
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to SWBT or receive back from SWBT order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.	
Levels of Disaggregation:	
• None	
Calculation:	**Report Structure:**
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
• 95% completed within 48 hours or 2 days. Critical z-value applies.	

GENERAL BUSINESS RULES
(APPLICABLE TO ALL MEASURES EXCEPT AS SPECIFICALLY NOTED)

A. Reporting of Exclusions
In reporting monthly data for each measurement, SWBT will report, for individual CLECs and for CLECs in the aggregate, the total number of CLEC transactions that were excluded by SWBT in reporting the results. The raw data to be available to CLECs for each measurement will include the raw data related to all excluded transactions and will include an identification of the particular exclusion category that SWBT determined to be applicable to the transaction. The exclusion should be one that is expressly provided under the business rules for the particular measurement.
B. Geographic Market Regions
All of the provisioning and maintenance measures, and certain other measures, are reported by "Market Region." In Texas, the reference to Market Region is to one of four areas into which SWBT divides all of the Texas territory where SWBT serves as the incumbent LEC – Central and West Texas, Dallas/Fort Worth, Houston, and South Texas. A map showing the definition of these four Market Regions is attached as Appendix Five.

PERFORMANCE MEASUREMENTS

Appendix One

Subsequent Due Date Indicator	
Added to the service order whenever the due date is changed. Order can carry multiple codes. Company delay code overrides subscriber delay code.	
Subscriber(customer) Reasons:	
SA	No Access
SL	Subscriber requests later date
SO	Subscriber – Other
SP	Subscriber requests earlier date
SR	Subscriber not ready
Company (SWBT) Reasons:	
CA	Assignment office
CB	Residence/Business office
CE	Back order / unavailability of equipment or supplies from vendors
CF	Lack of Facilities (outside plant or buried service wires)
CL	Work Load
CO	Other company reasons
CS	Lack of Central Office facilities
CU	Uncontrollable circumstances

PERFORMANCE MEASUREMENTS
Appendix Two

Disposition Codes
The following is a list of Excluded (13) disposition codes.
1301 Request for directories 1302 Reports received as a result of dual service 1303 Request for information revertive dialing codes – multi-party line (no longer applicable) 1304 CVAS Disconnect or hang up 1305 Request for information provided by another department – Business office, claims, etc. 1306 Request for SWBT to locate buried facilities 1307 Request to lower or raise wire 1308 Report on phone number which is properly disconnected, unassigned or suspended with disconnect recording on line. 1309 Report on feature customer is not being billed for 1310 Request to verify busy condition of line 1311 Report of non-SWBT plant or facilities 1313 Reports due to incorrect network administration records 1314 Request that SWBT ground be connected to electric company ground 1316 Report on service order activity prior to midnight of completion date 1317 Report on incorrect number; Regenerate report on correct number 1320 Request from Business Office 1321 Customer unable to reach business office 1322 Request from vendor for testing 1323 Changes in network structure (i.e. 10 digit dialing) 1324 Miscellaneous (Commendations, callback request for information only) 1335 Customer request service guarantee (tech gave credit) 1336 Customer request service guarantee (tech did not give credit) 1380 CNA Report Cancel by customer

PERFORMANCE MEASUREMENTS
Appendix Three

Percentage of Missed Collocation Due Dates Damages and Assessments Methodology

The following methodology will apply in calculating Tier 1 liquidated damages and Tier 2 assessments for the percentage of missed collocation due dates measurement.

Tier 1:

1. The benchmark will be 95% of Collocations completed within the due date. For example, if a CLEC has 30 collocations complete in the study month, SWBT can miss two due dates and still be in compliance. In this case no damages would apply. If, three due dates out of 30, SWBT would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 95% benchmark.
2. Damages are calculated based on the number of days that SWBT misses the due date using the per occurrence values in the MOU, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. SWBT will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, in the example above, if the three misses had missed days of 20, 10 and three, SWBT would pay damages on 20 missed days.
4. The collocation measurement will be used in the determination of the "K" number of allowances. In addition, it may also be excluded as defined in the MOU in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the total days late for collocation projects.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

Tier 2:

1. Assessments will be applicable, as described in the MOU, when the measurement has been out of compliance for three consecutive months for the aggregate of all CLEC collocations.
2. Compliance will be defined as described in the Tier 1 damages above.
3. If assessments are applicable, the rolling three month average for days missed will be used to calculate the total assessments payable to the Texas State Treasury.

PERFORMANCE MEASUREMENTS

Appendix Four

Jeopardy Codes and Reasons

Jeopardies Previously Referred to as Rejects	
1P	Verify address or provide nearby TN
1P	Account already converted - send cancel
1P	Invalid CFA
1P	Invalid feature detail
1P	Invalid TN
1P	Invalid due date
1P	Duplicate LSR
1P	Account not eligible for conversion
1P	Invalid feature
1P	EU name and TN do not match
1P	Provide driving instructions
1P	Duplicate circuit ID
1P	Busy cable ID and channel pair

Facility	
1A	Inter Office Facility Shortage
1D	No Loop Available
1P	There are No Facilities
1P	No Trunks Available
1Q	Assignment Problem
1Y	No Central Office Equipment Available

SWBT Other	
1B	Scheduling / Workload
1F	NSP Missed Appointment
1L	Frame Due Time Can Not Be Met
1N	DD and Frame Due Time Can Not Be Met

CLEC / EU (Excluded)	
1C	Customer (LSP) Not Ready
1E	End User Not Ready
1G	No Access to End User Prem
1H	Central Office Freeze
1J	Special Construction
1K	Natural Disaster (Flood, etc.)
1M	Requested DD is Less Than Published Interval
1P	No Access is Provided
1P	The Premises are Not Ready
1P	Please Send SUPP to Cancel PON
1P	Notification of New Due Date

1P	Field Visit Determined Address Invalid
1P	No Rep To Prev Jeop-PON Canceled
1P	There Is No Access
1P	Need to Obtain Right of Way
1R	Customer Could Not Be Reached At The Reach Number
1S	Building Not Ready, Customer Will Advise
1T	Pole at Trailer Site is Not Set
1W	Entrance Facilities Required
1X	Not Technically Feasible

ATTACHMENT 18: MUTUAL EXCHANGE OF DIRECTORY LISTING INFORMATION

This Attachment 18: Mutual Exchange of Directory Listing Information sets forth SWBT's and CLEC's agreement for the mutual exchange of directory assistance subscriber listing information as follows:

1.0 Introduction

1.1 SWBT and CLEC may each own and/or maintain databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).

1.2 Currently, SWBT uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SWBT's DA office to obtain such information.

1.3 CLEC may provide local DA service to its local customers and therefore may wish to load its databases with the same directory assistance subscriber listing information as SWBT uses itself to provide directory assistance services.

1.4 In order to maintain the completeness of their DA databases and their DA services, the Parties wish to receive from each other directory assistance subscriber listing information contained in each other's databases for the use of providing DA services.

1.5 Access to Directory Assistance Database

1.5.1. SWBT will provide nondiscriminatory access to SWBT's Directory Assistance listing information which includes published listings, non listed listings as well as listed names, address, zip code and telephone numbers with the exception of nonpublished telephone numbers. Nonpublished Directory Assistance listing information will display the customer name and address only along with an indicator that the number is non published. Access to SWBT Directory Assistance listing information is for the sole purpose of providing voice Directory Assistance to CLEC's customers. Access to SWBT's Directory Assistance listing information allows the CLEC operator to query SWBT's Directory Assistance database and obtain the identical information that is available to SWBT's Directory Assistance operators. CLEC shall submit request for Access in writing pursuant to the ICB process to provide non discriminatory access to DA wholesale services.

2.0 Service Provided

2.1 SWBT and CLEC agree to exchange with each other all published subscriber listings within their respective directory assistance databases regardless of the underlying carrier.

To the extent SWBT has agreements in place with underlying carriers, i.e., Independent Telephone Companies (ITCs) and other facility-based Local Service Providers (LSPs) as of the effective date of this Agreement and such ITC or LSP agreements prohibit SWBT from releasing their respective subscriber listing information, SWBT agrees to request authorization from the ITCs and LSPs to release their subscriber listing information to CLEC for the sole purpose of providing DA services.

2.1.1 To the extent the Parties conduct directory assistance listing negotiations with ITCs and LSPs after the effective date of this Agreement, the Parties agree to request from such ITCs and LSPs written authorization which would allow one Party to provide to the other Party published directory assistance listing information pertaining to those ITC and LSP subscribers for the sole purpose of providing DA services.

2.2 In the case of non-published listings, the Parties agree to exchange the non-published subscriber's name, address and an indicator that shows the non-published status. The Parties will not exchange non-published subscriber telephone numbers.

2.3 The Parties agree to exchange subscriber listing information in readily accessible tape or electronic formats and to provide such data in a timely fashion upon request.

2.4 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3.0 Use Of Subscriber Listing Information

3.1 The Parties are authorized to use the subscriber listing information provided to each other pursuant to this Attachment for the sole purpose of providing DA services.

3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

4.0 Assignment

4.1 The subscriber listing information will remain the property of each Party respectively. The Parties will not assign, transfer or sell the subscriber listing information mutually exchanged hereunder, nor will the Parties authorize any other company or any person to use the subscriber listing information for any other purpose. Each party will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by the Party, its agents, employees or others.

5.0 Subcontracting of Directory Assistance Subscriber Listings

5.1 If either Party elects to use a subcontractor for the DA services, such party may transfer the directory service subscriber listing information to its DA subcontractor solely for the purposes of providing local DA service to its own local customers. The provision of directory assistance subscriber listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

6.0 Effective Dates of Mutual Exchange of Directory Listings

6.1 Each Party will commence providing the other with its subscriber listing information as described in this Attachment sixty (60) days following the receipt of a written request from the other and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect. The Parties will request directory assistance subscriber listing information by NXX.

7.0 Liability

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

8.0 Pricing

8.1 The Parties will compensate each other for the exchange of directory assistance subscriber listing information at a price of $.0585 per listing for the initial load, and $.0585 per listing for each update listing (each addition, deletion, or change to the directory assistance database furnished by one Party to the other constitutes and update listing).

8.2 Non-published Emergency Message Service: $2.10

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SWBT's and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1.0 Introduction

1.1 SWBT publishes White Pages directories for geographic areas in which CLEC may also provide local exchange telephone service, and CLEC wishes to include listings information for its customers in the appropriate SWBT White Pages directories.

1.2 CLEC also desires distribution to CLEC's Customers of the White Pages directories that include listings of CLEC's customers.

1.3 SWBT will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.0 Service Provided

2.1 SWBT will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. SWBT will include CLEC local customers' primary listing in the white page (residence, business, and government) directories.

2.2 CLEC will furnish to SWBT subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.

2.3 CLEC may provide CLEC's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database.

2.4 CLEC will provide its subscriber listing information to SWBT via a mechanical or manual feed of the listing information to SWBT's listing database. CLEC's subscriber listings are to be interfiled (interspersed) in the directory among SWBT's subscriber listing information, unless CLEC, in writing, directs SWBT to separate CLEC's listings from SWBT's listings.

2.5 SWBT will provide daily electronic directory listing verification reports to CLEC upon request. This report can be used to verify CLEC subscriber White Page and Directory Assistance listing information. This daily electronic verification report will be produced by SWBT's ALPSS/LIRA system, and will include Directory Delivery Address (DDA) information for each CLEC end user listing. Each report will reflect CLEC subscriber

directory listings input the previous work day. Daily reports for the previous thirty (30) days can be accessed. Any necessary additions, deletions or modifications to listings discovered by CLEC upon review of the daily electronic listing verification report will be submitted to SWBT via the appropriate directory listing correction process as soon as possible, and no less than 30 days prior to the Business Office Close Date for the directory in which that end user listing will appear.

2.5.1 In addition, at least sixty (60) days prior to the business office close date for a particular directory, SWBT will provide CLEC, upon request, an electronic verification list of CLEC's subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for an electronic verification list at least eighty (80) days prior to the Business Office Close Date for a particular directory. SWBT will accept standing requests for electronic verification lists on those White Page directories specified by CLEC. This electronic directory listing verification list will be provided in CD-ROM format. The directory listing verification list also is available upon request through SWBT's ALPSS/LIRA system subject to the timeframes outlined in this section. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SWBT via the appropriate directory listing correction process no less than thirty (30) days prior to the SWBT Business Office Close date for that directory, provided that SWBT made the electronic verification list available to CLEC in a timely manner as specified above.

2.6 Publication schedules for the White Pages: SWBT will provide to CLEC the initial directory close dates for a calendar year within three (3) to six (6) months of the publication year for areas where CLEC is providing local service. Updates to the schedule will be provided in a timely manner as they occur.

2.7 At least sixty (60) days prior to the directory close, CLEC will provide to SWBT written specification of (a) the total number of directories that CLEC will require for bulk delivery to CLEC and (b) the total number of directories that CLEC will, pursuant to Section 2.8 below, require SWBT to deliver to CLEC's end user customers as part of SWBT's mass annual delivery. At its option, and at the same time it provides other directory information pursuant to this subsection (Section 2.7) (i.e., at least sixty (60) days prior to directory close), CLEC may specify that the directories, or any portion of such directories, ordered by it pursuant to subparagraph (a) of this subsection (Section 2.7) are to be delivered by SWBT to CLEC as "signature books" (i.e., directories without a cover) so that CLEC may, at its own expense, place its own cover on such directories. Furthermore, at its option and at its own expense, CLEC may place its own "tip-ons" (advertisements adhered to directories) on any directory ordered by it pursuant to subparagraph (a) of this subsection (Section 2.7). Once SWBT has delivered directories in bulk to CLEC pursuant to subparagraph (a) of this subsection (Section 2.7), SWBT shall not be responsible for further delivery or disposition of said directories.

2.8 At CLEC's request, SWBT will deliver White Pages directories to CLEC end users. Timing of such delivery and the determination of which White Pages directories will be delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be provided under the same terms that SWBT delivers White Pages directories to its own local service customers.

2.9 At its option, CLEC may purchase information pages (Customer Guide Pages) in the informational section of the SWBT White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SWBT information pages. Sixty (60) days prior to the directory close date, CLEC will provide to SWBT the information page(s) in camera ready format. SWBT will have the right to approve, and, with CLEC's agreement, SWBT may, but is not required to, revise the format and content of such information page(s).

2.10 SWBT will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8th page in size. In order to have such information published, CLEC will provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (CLEC will be limited to a maximum of 1/8th of a page in any single edition of a SWBT White Pages directory).

3.0 Use Of Subscriber Listing Information

CLEC authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Attachment for the purpose of including the listings in the appropriate White Pages directory and directory assistance databases where such services are provided by SWBT.

4. Pricing

4.1 White Pages Listing, Book and Delivery:

Directory White Pages Price Sheet				
Directory	**Price Per Book Copy Delivered in Bulk to CLEC**	**Price Per Book Copy Delivered to CLEC End User**	**Price Per Single Sided Informational Page**	**Price Per Book Copy[1] Ordered After Initial Order**
Kansas City	$4.46	$6.48	$3,191.73	$10.00
Springfield	$4.46	$6.48	$3,191.73	$10.00

St. Louis	$4.46	$6.48	$3,191.73	$10.00
Cape Girardeau	$1.29	$2.50	$168.09	$10.00
Chillicothe	$1.29	$2.50	$168.09	$10.00
Excelsior Springs	$1.29	$2.50	$168.09	$10.00
Fulton	$1.29	$2.50	$168.09	$10.00
Greater Jefferson	$1.29	$2.50	$168.09	$10.00
County	$1.29	$2.50	$168.09	$10.00
Hannibal	$1.29	$2.50	$168.09	$10.00
Kennett	$1.29	$2.50	$168.09	$10.00
Kirksville	$1.29	$2.50	$168.09	$10.00
Lake of the Ozarks	$1.29	$2.50	$168.09	$10.00
Marshall	$1.29	$2.50	$168.09	$10.00
Mexico	$1.29	$2.50	$168.09	$10.00
Moberly	$1.29	$2.50	$168.09	$10.00
Nevada	$1.29	$2.50	$168.09	$10.00
Perryville	$1.29	$2.50	$168.09	$10.00
Poplar Bluff	$1.29	$2.50	$168.09	$10.00
Sedalia	$1.29	$2.50	$168.09	$10.00
Sikeston	$1.29	$2.50	$168.09	$10.00
St. Joseph	$1.29	$2.50	$168.09	$10.00
Tri-State	$1.29	$2.50	$168.09	$10.00
Washington	$1.29	$2.50	$168.09	$10.00
Adrian	$1.26	$2.81	$75.59	$10.00
Boonville	$1.26	$2.81	$75.59	$10.00
Bowling Green	$1.26	$2.81	$75.59	$10.00
Caruthersville	$1.26	$2.81	$75.59	$10.00
Elsberry	$1.26	$2.81	$75.59	$10.00
Linn	$1.26	$2.81	$75.59	$10.00
Missouri's Parkland	$1.26	$2.81	$75.59	$10.00
Monett	$1.26	$2.81	$75.59	$10.00
Portageville	$1.26	$2.81	$75.59	$10.00
Stanberry	$1.26	$2.81	$75.59	$10.00

Subject To Availability

4.2 The prices contained in Section 4.1 above are interim in nature and are subject to true-up from the effective date of this agreement to the State Commission's determination of permanent prices.

5.0 Assignment

5.1 The subscriber listing information will remain the property of CLEC. Except as stated in Section 2.0 herein, SWBT will not sublicense, assign, sell or transfer the subscriber

listing information provided hereunder, nor will SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

5.2 At CLEC's request, SWBT will transmit CLEC end user listing information to designated third party directory publishers (limited to publishers that SWBT transmits its own listing information) for a one-time administrative fee of $100.00 per occurrence, per directory publisher.

6.0 Term

6.1 This Attachment will continue in force until terminated by sixty (60) days prior written notice by either Party to the other. Upon termination, SWBT will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and will promptly return such subscriber listing information to CLEC.

6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

7.0 Liability

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

ATTACHMENT 20: CLEARINGHOUSE (CH)

WHEREAS, SWBT operates a Clearinghouse (CH), as described below, for its own behalf and that of participating LECs and LSPs, including CLEC; and,

WHEREAS, CLEC wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

1.0 Clearinghouse Description

1.1 SWBT operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and LSPs, including SWBT and CLEC.

2.0 Qualifying Message Criteria

2.1 The only toll call messages that qualify for submission to SWBT for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SWBT's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

3.0 Responsibilities Of The Parties

3.1 CLEC agrees that it will provide SWBT with billing records for CH processing that are in an industry standard format acceptable to SWBT and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

3.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's CH. CLEC will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for CH processing, if needed.

3.3 SWBT will provide and maintain such systems as it believes are required to furnish the CH service described herein. SWBT, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

3.4 CLEC will timely furnish to SWBT all CH Records required by SWBT to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SWBT will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.

3.5 Presently, in operating the CH, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

4.0 Processing Charge

4.1 CLEC agrees to pay SWBT a processing charge in consideration of SWBT's performance of CH services. This charge is $.02 per originated CH Record processed on behalf of CLEC.

5.0 Billing Charge

5.1 CLEC agrees to pay a $.05 per message charge to the LEC or LSP responsible for billing the message, including SWBT, when SWBT bills the message.

6.0 Settlement Report

6.1 SWBT will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

7.0 Retroactive and Lost Messages

7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3.0 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

8.0 Limitation Of Liability

8.1 By agreeing to operate the CH, SWBT assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SWBT may have relied in preparing settlement reports or performing any other act under this Attachment.

8.2 CLEC agrees to indemnify and hold SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SWBT's performance of CH processing pursuant to this Attachment.

8.3 SWBT will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

9.0 DISCLAIMER OF WARRANTIES

9.1 SWBT 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. ADDITIONALLY, SWBT 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.

ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

1.0 Numbering

1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.

1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.

1.3 To the extent SWBT serves as Central Office Code Administrator for a given region, SWBT will work with CLEC in a neutral and nondiscriminatory manner, consistent with regulatory requirements, regarding CLEC's requests for assignment of central office code(s) (NXX) consistent with the Central Office Code Assignment Guidelines.

1.4 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.

1.5 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

1.6 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

2.0 NXX Codes

2.1 . In those Metropolitan Exchange Areas where CLEC intends to provide local exchange service, CLEC shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable CLEC and SWBT to identify the jurisdictional nature of traffic for intercompany compensation until such time as both parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

3.0 Pricing

3.1 The Party to whom the NXX is migrated will pay an NXX migration charge to the other Party as follows, when NXX migration is not used as an INP solution: NXX Migration LERG Modification Charge: $12,940.00 per NXX.

ATTACHMENT 22: DA-FACILITIES BASED SWBT-PROVIDED DIRECTORY ASSISTANCE

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

1.0 Services

1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SWBT methods and practices or as subsequently modified.

1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SWBT will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.

1.3 SWBT agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SWBT's switch and where CLEC obtains DA service from SWBT.

1.3.1 Subsequent to the DA query and release of the DA call to SWBT's Interactive Voice System, SWBT will deliver the call with the required signaling and data to CLEC to complete the call.

1.4 CLEC commits that SWBT's provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SWBT from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SWBT has interfered with any such contractual arrangement solely by virtue of SWBT's provision of DACC to CLEC under this Attachment.

1.5 When CLEC uses Directory Assistance Services described above, SWBT will charge the prices as referenced in Section 7.0 Pricing of Attachment DA-Fac.

2.0 Definitions - The following terms are defined as set forth below:

2.1 **Non-List Number** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA Operator.

2.2 **Non-Published Number** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA Operator.

2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA Operator.

2.4 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).

2.5 **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

3.0 Call Branding and Rate Reference

3.1 Call Branding

3.1.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. SWBT will offer Call Branding of DA in the name of CLEC.

3.1.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.

3.1.3 SWBT will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Directory Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC directory assistance calls that are branded by live operators. CLEC will not request interim unbranding of Directory Assistance for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.

3.1.4 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Call Branding Announcement as well as a charge for each subsequent change to CLEC's Directory Assistance Call Branding Announcement as provided in Section 7.0 Pricing of Attachment 22 DA-Fac.

3.2 Rate Reference

3.2.1 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate Reference information will be provided under the following terms and conditions:

3.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this Section, SWBT will brand the DA service provided to CLEC as SWBT DA service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.

3.2.3 CLEC will inform SWBT, in writing, of any changes to be made to such Rate Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.

3.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Directory Assistance rates provided by CLEC, except as provided in section 3.2.2.

3.2.5 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information as provided in Section 7.0 Pricing of Attachment DA-Fac.

4.0 Responsibilities of SWBT

4.1 SWBT will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SWBT.

4.2 SWBT will provide and maintain its own equipment to furnish DA Services.

4.3 SWBT will provide DA Service to CLEC customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.

4.4 SWBT will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

4.5 SWBT will include current CLEC customer listing information in SWBT's DA database.

4.6 SWBT will forward with Directory Assistance calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

5.0 Responsibilities of Both Parties

5.1 The Party(ies) that provide the circuits between CLEC and SWBT offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

5.2 The parties agree that, in the event of an emergency wherein a CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators.

6.0 Responsibilities of CLEC

6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.

6.2 CLEC will furnish to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT to provide the service.

6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

6.4 When CLEC desires to customize route Directory Assistance and such routing capability is not currently technically available, CLEC agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and CLEC chooses not to customize route the DA calls, CLEC agrees that SWBT will be the sole provider of DA for one year from the effective date listed in this Attachment.

7.0 Pricing

7.1 The charges for Directory Assistance are as follows:

7.1.1 A charge per DA call: $0.3700

7.1.2 Directory Assistance Call Completion (DACC)

Rate per completed call: $0.1500

7.2 Intentionally left blank

7.3 Pricing for branding of CLEC DA calls are as follows:

Call Branding	
Rate per initial load/change per TOPS switch per brand	$3,000.00
Rate per branded call:	$0.0250

7.3.1 In the event that the phraseology for branding DA calls is the same phraseology for branding OS calls, only one charge will apply per initial loading or subsequent change.

7.4 A charge for loading CLEC specific DA rates will apply for initial loads and subsequent changes as follows:

7.4.1	Rate for initial rate load per switch	$2,200.00
7.4.2	Rate per subsequent rate change:	$1,000.00

8.0 Monthly Billing

8.1 SWBT will render monthly billing statements to CLEC for DA Service, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

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

ATTACHMENT 23: OS-FACILITIES BASED

SWBT-PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SWBT agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

1.0 **Services** - SWBT will provide the following three tiers of Operator Services:

1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where CLEC has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.

1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.

1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

1.4 Definition: Operator Services (OS) provides operator and automated call handling and billing, special services and optional call completion services.

2.0 **Call Types** - SWBT will provide to CLEC the call types in Sections 2.1 through 2.7 below:

2.1 Fully Automated Station-to-Station - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:

2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).

2.1.2 When due to trouble on the network ~~or~~ lack of service components, the automated call cannot be completed without assistance from an Operator.

2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.

2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:

2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).

2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.

2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:

2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.

2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.

2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.

2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.

2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SWBT's Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

2.7 **Call Branding/Rate Reference**

2.7.1 Call Branding

2.7.1.1 The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. SWBT will offer Call Branding of Operator Services in the name of CLEC.

2.7.1.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.

2.7.1.3 SWBT will brand Operator Services in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Operator Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services calls that are branded by live operators. CLEC will not request interim unbranding of Operator Services for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.

2.7.1.4 An initial non-recurring charge will apply for loading CLEC's Operator Services Call Branding Announcement as well as a charge for each subsequent change to CLEC's Operator Services Call Branding Announcement as provided in Section 7.0 Pricing of Attachment 23 OS-Fac.

2.7.2 Rate Reference

2.7.2.1 SWBT Operator Services operators will provide Operator Services Rates Reference Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate Reference information will be provided under the following terms and conditions:

2.7.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this

Section, SWBT will brand the OS service provided to CLEC as SWBT OS service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.

2.7.2.3 CLEC will inform SWBT, in writing, of any changes to be made to such Rate Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective

2.7.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Operator Services rates provided by CLEC, except as provided in 2.7.2.2.

2.7.2.5 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information as provided in Section 7.0 Pricing of Attachment 23 OS-Fac.

3.0 Other Operator Assistance Services

3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.

3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.

3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to SWBT the communities associated with CLEC's NXX(s).

3.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

4.0 Responsibilities of SWBT

4.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.

4.2 Facilities necessary for SWBT to provide Operator Services to CLEC will be provided by SWBT using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.

4.3 SWBT will provide Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both Parties.

4.4 SWBT will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.

4.5 SWBT will deliver the call with the required signaling and data to CLEC to complete the call.

4.6 SWBT will forward with Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

5.0 Responsibilities of Both Parties

5.1 The Party(ies) that provide the circuits between CLEC and SWBT offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6.0 Responsibilities of CLEC

6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.

6.2 CLEC will furnish in writing to SWBT, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SWBT to provide the Service.

6.3 CLEC will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SWBT. CLEC will provide the initial data by a date mutually agreed to between CLEC and SWBT. CLEC will keep this data current using procedures mutually agreed to by CLEC and SWBT. CLEC will provide all data and changes to SWBT in the mutually agreed to format(s).

6.4 As to any end office where SWBT furnishes the Operator Services provided by this Attachment, CLEC agrees that SWBT will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for the period of time mutually agreed to by the Parties. When CLEC desires to customize route Operator

Services and such routing capability is not currently technically available, CLEC agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and CLEC chooses not to customize route the OS calls, CLEC agrees that SWBT will be the sole provider of OS for one year from the effective date of the provision of Operator Services pursuant to this Attachment OS-Fac.

7.0 Pricing

7.1 The rates for the Operator Services provided pursuant to this Attachment will be as follows (term and volume discounts available):

Operator Services Call Completion Services	
Operator Assisted and Semi-Auto per work sec.	$0.0200
All Fully-Auto per call	$0.1500

7.2 Pricing for branding of CLEC OS calls are as follows:

Call Branding	
Rate per initial load/change per TOPS switch per brand	$3,000.00
Rate per branded call:	$0.0250

7.2.1 In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change.

7.3 A charge for loading CLEC specific OS rates will apply for initial loads and subsequent changes as follows:

7.3.1 Rate for initial load per switch: $2,200.00

7.3.2 Rate per subsequent rate change: $1,000.00

8.0 Monthly Billing

8.1 SWBT will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

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

ATTACHMENT 24: RECORDING-FACILITIES BASED

This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in total in Appendix I Services and Associated Charges, and those services specially selected by CLEC when functioning as a facilities based provider as described in Appendix II, Selected Service Options and Method of Provision, at the rates set forth in Appendix III, Basis of Compensation. Appendix I, II and III are attached hereto and made a part of this Attachment by reference.

1.0 Definitions

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

1.1 **Access Usage Record (AUR)** - A message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

1.2 **Assembly and Editing** - The aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.

1.3 **Centralized Message Distribution System (CMDS)** - The national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT and CLEC via the CMDS host.

1.4 **Data Transmission** - The forwarding by SWBT of IXC transported access usage record detail in EMR format over data lines or on magnetic tapes to CLEC via the CMDS host.

1.5 **Exchange Message Record (EMR)** - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.

1.6 **Interexchange Carrier (IXC)** - A third party transmission provider that carriers long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. (In some states IXCs are permitted to operate within a LATA).

1.7 **Interexchange Carrier Transported** - Telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.

1.8 **Message Processing** - The creation of individual EMR formatted Access Usage Records from individual recordings that reflect the service feature group, duration and time of day

for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure the AURs are consistent with CMDS specifications.

1.9 **Originating Local Exchange Carrier Company** - The company whose local exchange telephone network in used to originate calls thereby providing originating exchange access to IXCs.

1.10 **Provision of Message Detail** - The sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.

1.11 **Record** - A logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

1.12 **Recording** - The creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

1.13 **Service Switching Point (SSP)** - A signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.14 **Switching Control Point (SCP)** - The real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to is assigned working telephone number.

1.15 **800 SCP Carrier Access Usage Summary Record (SCP Record)** - A summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Appendix III-A pertaining to the production and forwarding of AUR data.

1.16 **Terminating Local Exchange Carrier Company** - The company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

2.0 Responsibilities of The Parties

2.1 SWBT will record all IXC transported messages as specified by CLEC on Appendix II that are carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain

operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.

2.2 SWBT will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SWBT.

2.3 SWBT will provide AURs that are generated by SWBT.

2.4 Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by CLEC from Appendix III-B.

2.5 Standard EMR record formats for the provision of access usage record detail will be established by SWBT and provided to CLEC.

2.6 Recorded AUR detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

2.7 SWBT will provide AUR detail to CLEC either on magnetic tapes or in data files, depending on the option contracted for by CLEC. Only one method may be selected by CLEC.

2.7.1 Magnetic Tapes

2.7.1.1 SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.

2.7.1.2 CLEC will specify one of the following options for provision of tapes:

2.7.1.2.1 SWBT will send the tapes to CLEC via first class U.S. Mail Services or an equivalent service of SWBT's choice, or

2.7.1.2.2 CLEC will pick up the magnetic tapes at a location designated by SWBT.

2.7.1.2.3 If, at the request of CLEC, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of CLEC.

2.7.2 Data Files

2.7.2.1 The AUR detail will be transmitted to CLEC in data files via data lines using software and hardware acceptable to the Parties.

2.8 In Appendix III, CLEC will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. (SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, (holidays, etc., i.e., holidays, weekends)).

2.9 SWBT and CLEC will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to CLEC.

2.10 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of SWBT will not be recovered and made available to CLEC except on an individual case basis at a cost determined by CLEC.

2.11 SWBT will record the applicable detail necessary to generate AUR and forward them to CLEC for its use in billing access to the IXC.

2.12 CLEC and SWBT mutually agree and understand that Attachment 24 has been negotiated based on the fact that SWBT is not functioning as CLEC's CMDS Host. Should CLEC and SWBT subsequently enter into an agreement whereby SWBT functions as the CMDS Host for CLEC, the parties agree that Attachment 24 will require revision concurrent with SWBT becoming CLEC's CMDS Host. Applicable prices in such case can be found in the Appendix Pricing UNE - Schedule of Prices following Attachment 6.

3.0 Basis of Compensation

3.1 Compensation for recording, assembly and editing, rating, message processing and provision of AURs provided hereunder by SWBT for CLEC will be based upon the rates and charges set forth in Appendix III, BASIS OF COMPENSATION.

3.2 When message detail is entered on a magnetic tape or data file for provision of message detail to CLEC, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.

4.0 Loss of Usage:

4.1 When SWBT is notified that, due to error or omission, incomplete data has been provided to CLEC, SWBT will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. Such requests to recover the data must be made within thirty (30) days from the date the details initially were made available to CLEC. If written notification is not received within thirty (30) days, SWBT shall have no further obligation to recover the data and shall have no further liability to CLEC.

4.2 If, despite timely notification by CLEC, AUR detail is lost and unrecoverable as a direct result of SWBT having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to CLEC will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

4.3 SWBT will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the nonreceipt of data by SWBT.

4.4 In those instances where SWBT realizes that, either because of a recording error or some other failure, data was lost or incomplete, SWBT will notify CLEC of such occurrence and will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. If AUR detail is lost and unrecoverable as a direct result of SWBT, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to CLEC will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

5.0 Indemnification

5.1 Except as otherwise expressly provided in this Attachment, Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

6.0 Warranties

SWBT 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.

APPENDIX I

EXPLANATION OF SERVICE OPTIONS

The attached pages of this Appendix I show the service options that are offered under this Attachment and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rate and charges set forth in Appendix III, BASIS OF COMPENSATION.

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: SWBT performs recording, assembly and editing, rating of billable message detail and creates an Access usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from CLEC end office telephone network and forwards both billable message detail records and AUR records to CLEC.

Option #2: SWBT performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from CLEC end office. SWBT creates Access Usage Records for this traffic and forwards those AUR records to CLEC.

Option #3: The IXCs do their own billable message recording for their 1+ IXC transported messages originating from CLEC end office. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: CLEC Non-Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for CLEC. SWBT performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

Option #5: CLEC Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for CLEC. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

Option #6: CLEC Equal or Non-Equal Access End Office - The IXCs do their own billable message recording. CLEC chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

Option #7: The IXCs do their own billable message recording and forward to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to CLEC. This situation occurs when CLEC has not signed a rating takeback waiver with the IXC.

800 RECORDINGS-IXC TRANSPORTED MESSAGE DETAIL

Option #8: SWBT performs SSP function for CLEC end office and bills query charge to the appropriate IXC. SWBT performs recording for access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

Option #9: SWBT performs SSP function for CLEC end office. CLEC performs billing of query charge to the appropriate IXC. SWBT performs recording at the SSP for Access purposes only, assembles and edits this data, creates AURs and forwards AUR record to CLEC. SWBT performs recording at the SCP for query billing purposes only, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

Option #10: SWBT performs SCP function for CLEC. SWBT performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

TERMINATING RECORDINGS-IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.

Option #12: SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B terminating usage recordings excluding B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.

Option #13: SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B terminating usage recordings including Feature Group B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.

Option #14: SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group D terminating usage recordings including B over D and C over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.

Option #15: SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group D terminating usage recordings including B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.

MESSAGE PROVISIONING;

Option #16: SWBT will forward all IXC transported message detail records or access usage records to CLEC generated internally within SWBT system or received via CMDS from an IXC or another Local Exchange Carrier or CLEC. CLEC forwards rated IXC transported message detail or access usage detail to SWBT for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

There is no charge for this option under this Attachment if CLEC has also executed, as part of an agreement executed pursuant to this Statement, an Attachment for SWBT to provide "Hosting" services to CLEC, or if CLEC has executed a separate agreement with SWBT for "Hosting" services to be provided from SWBT to CLEC.

APPENDIX II

SELECTED SERVICE OPTIONS AND METHOD OF PROVISION

The service options and method of provision selected by CLEC under this Attachment are as indicated on page two, attached, of this Appendix II. Numerical references are to service options shown in Appendix I. Also, see attached old Appendix II, page 11.

APPENDIX RECORDING

APPENDIX II

SELECTED SERVICE OPTIONS
AND METHOD OF PROVISION

EFFECTIVE DATE:

	1 + DDD Options				Operator Handled Options				800 Service Options				Terminating AUR Options					Message Provisioning Options
NPA/NXX	1	2	3		4	5	6	7	8	9	10		11	12	13	14	15		16

Numerical references are to specific service options listed in Appendix I.

APPENDIX III-A

BASIS OF COMPENSATION

CLEC will pay SWBT the following amounts for services provided under the Recording, Message Processing and Provision of Message detail Appendix.

The exchange of Access Usage Records (AUR) is reciprocal..

TYPE OF ACTIVITY	RATE
A. Recording Per AUR	$.000
B. Assembly and Editing Per Message	$.000
C. Rating Per Message	$.000
D. Message Processing Per Message	$.000
E. Provision of Message Detail Per Record	$.000
F. Source Info Provided per record Furnished – meet point billing applicable	$.000
G. Source Info Provided per record Furnished – meet point billing not applicable	$.000

ATTACHMENT 25: xDSL

1.0 Introduction

1.1 SWBT agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

2.0 Definitions

9.3 For purposes of this Attachment, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.[1]

9.4 For purposes of this Attachment, a "subloop" is defined as any portion of the loop from SWBT's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SWBT's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire within.[2] The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's UNE Remand Order. Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.

9.5 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and

[1] See 47 C.F.R. §51.319 (a) (1)
[2] See 47 C.F.R.§51.319 (a) (2).

RADSL (Rate-Adaptive Digital Subscriber Line). A "DSL-capable loop" is a loop that supports the transmission of DSL technologies.

2.4 A "DSL-Capable Loop" is a loop that supports the transmission of DSL technologies.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.

3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops

3.1 SWBT is not in any way permitted to limit xDSL capable loops to the provision of ADSL.

3.2 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLECs services or technologies to a level at or below those provided by SWBT.

3.3 SWBT will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.

3.4 SWBT shall not deny a CLEC's request to deploy any loop technology that is presumed acceptable for deployment, or one that is addressed in Section 4.5 of this Attachment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SWBT will provide CLEC with notice prior to seeking relief from the Commission under this Section.

3.4.1 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SWBT and the Commission before or at the time of their request to deploy that technology in Missouri. The documentation should include the date of approval or deployment,

any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below.

3.5 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.6 Liability

3.6.1 Each Party, whether a CLEC or SWBT, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SWBT 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") facilities.

3.6.2 For any technology, CLEC's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or connecting and concurring carriers involved in SWBT services, cause damage to SWBT's plant, impair the privacy of any communications carried over SWBT's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. SWBT will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If SWBT does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SWBT must be supported with specific and verifiable supporting information.

3.7 Indemnification

3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which

Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.7.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnitee liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on gross negligence or intentional misconduct.

4.0 Unbundled xDSL-Capable Loop Offerings

4.1 DSL-Capable Loops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.[3] The rates for the 2-Wire Digital Loop are set forth in Section 11.1 below.

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridge tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 Intentionally Left Blank

4.1.5 Sub-Loop: In locations where SWBT has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade plain old telephone service (POTS) circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SWBT will make the following options available to

[3] Definition from the M2A appendix UNE, Section 4.2.3.

CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that SWBT make copper facilities available (subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital Subscriber Line Access Multiplexer ("DSLAM") in SWBT's RT at the fiber/copper interface point. When CLEC collocates its DSLAM at SWBT's RT, SWBT will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop. The xDSL subloops (consistent with Section 2.2 above) are defined as outlined in Sections 4.1.1 through 4.1.4 above, but only include the F2/distribution portion of the loop. Where CLEC is unable to install a DSLAM at the RT or obtain spare copper loops necessary to provision an xDSL service, and SWBT has placed a DSLAM in the RT, SWBT must unbundle and provide access to its DSLAM. SWBT is relieved of this requirement to unbundle its DSLAM only if it permits CLEC to collocate its DSLAMs in the RT on the same terms and conditions that apply to its own DSLAM. The unbundling requirement with respect to DSLAMS would attach to such equipment transferred to SWBT's advanced services affiliate. Sub loop pricing may be found in Section 11.1 below.

4.2 SWBT shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC.

4.3 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLEC's services or technologies to a level at or below those provided by SWBT. CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC should at the time of ordering notify SWBT as to the type of Power Spectral Density (PSD) mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SWBT. Likewise, SWBT should disclose upon request to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SWBT will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SWBT with a technical description of the technology (including power mask) for the inventory purposes. SWBT will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of SWBT's retail operations, to any affiliate(s), or to any other CLEC without

prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 9.1 below.

4.4 In the event that SWBT rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SWBT will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SWBT will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4.5 From the approval of this Agreement by the Missouri PSC until October 13, 2000 ("the Trial Period"), a CLEC may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Missouri on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without significant degradation for 12 months or until national standards have been established, whichever occurs first.

4.5.1 CLEC's deployment of non-standard xDSL technologies during the Trial Period by itself shall not be deemed a successful deployment of the technology under the FCC's Order issued on March 31, 1999 in CC Docket No. 98-147, FCC 99-48.

4.5.2 If a loop technology is deployed without significant degradation for 12 months, or if national standards for the technology are established, whichever occurs first, the parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

4.6 Following expiration of the Trial Period, SWBT will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.6.1 Upon request by CLEC, SWBT will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SWBT will provide a loop to support the new technology for CLEC as follows:

4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then SWBT will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed. SWBT's ordering procedures will remain the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.

4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Sections 4.5 and 4.6 above for which applicable national standards have not been adopted.

4.8 If SWBT or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SWBT or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SWBT or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.9 SWBT shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SWBT may make and apply to CLEC, changes to

Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.[4]

4.10 SWBT shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL that would adversely affect wholesale xDSL services or xDSL providers.

5 Operational Support Systems: Loop Make-Up Information and Ordering

5.1 General: SWBT will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. This includes the manual, computerized, and automated systems, together with associated business processes and the up-to-date data maintained in those systems. CLEC will be given nondiscriminatory access to the same OSS functions that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate. This includes any operations support systems utilized by SWBT's service representatives and/or SWBT's internal engineers and/or by SWBT's advanced services affiliate to provision its own retail xDSL service.

5.2 Subject to Sections 5.3 and 5.4 below, SWBT must provide actual, real-time loop makeup information to CLEC rather than a prequalification or loop qualification process.

5.3 Loop Pre-Qualification: Until such a real-time system is implemented however, SWBT's pre-qualification system will provide a response to CLEC queries within four hours for those central offices that have been inventoried. If a CLEC chooses to employ SWBT's manual pre-qualification system in a central office that has not been inventoried, the interval for receiving the response should be no longer than 10 business days. Until replaced with actual, real-time loop makeup information as required by the Commission and the UNE Remand Order, SWBT will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based or other advanced services in specific SWBT wire centers in which the CLEC has collocated or has ordered collocation and has advised SWBT of its intent to order xDSL-capable loops. The loop length indicator is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC.

5.4 Loop Qualification: SWBT will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as SWBT's retail

[4] PSC order in Docket TO-2000-322.

operations or its advanced service subsidiary, to have real-time electronic access as a preordering function to the loop makeup information described in Section 5.3. If a CLEC elects to have SWBT provide actual loop makeup information through a manual process, then the interval will be 3-5 business days or the interval provided to SWBT's retail ADSL personnel, whichever is less. At the time an electronically interfaced loop makeup system is implemented, the objective interval for obtaining loop make-up information should become a part of the body of OSS performance measures.

5.5 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. SWBT also shall provide to the CLEC any other relevant information listed on the individual loop record but not listed above.

Where SWBT has not compiled loop qualification information for itself, SWBT is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. If SWBT has manual access to this sort of information for itself, or any affiliate, SWBT will provide access to it to CLEC on a non-discriminatory basis. To the extent SWBT has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

5.6 SWBT will provide real time, electronic access to all systems needed for efficient provisioning of advanced services such as xDSL. Implementation schedule of OSS updates and to provide such access is contained in Section 13.0.

6.0 **Provisioning**

6.1 CLEC shall designate, at the CLEC's sole option, what loop conditioning SWBT is to perform in provisioning the xDSL loop or subloop on the loop order. Conditioning may be ordered on loop(s) or subloop(s) of any length at the Loop conditioning rates set forth in Section 11.4. The loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.

6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval

applicable to SWBT's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

6.3 Subsequent to the initial order for a xDSL capable loop or subloop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a xDSL-capable loop, no service order charges shall be assessed, but the due date may be adjusted as necessary as agreed to by the parties. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Section 11.3.

6.5 SWBT shall keep CLEC deployment information confidential from SWBT's retail operations, any SWBT affiliate, or any other CLEC.

7.0 Acceptance Testing

7.1 SWBT and CLEC agree to implement Cooperative Acceptance Testing for xDSL loop delivery.

7.2 Should CLEC desire Cooperative Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Cooperative Acceptance Testing will be conducted at the time of installation of the service request.

7.3 Acceptance Testing Procedure:

7.3.1 Upon delivery or repair of a loop to/for CLEC, SWBT's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free CLEC number to initiate performance of a series of cooperative tests.

7.3.1.1 Except for ISDN loops that are provisioned through repeaters or digital loop carriers, the test requires the SWBT field technician to provide a solid short across the tip and ring of the circuit and then open circuit the loop.

7.3.1.2 For ISDN (very low band symmetric) loops that are provisioned through repeaters or digital loop carriers, the SWBT field technician will not perform a short or open circuit.

7.3.2 If the loop passes Cooperative Acceptance Test for loop continuity test parameters defined by this Agreement for xDSL loops, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. CLEC will be billed for the Cooperative Acceptance Test as specified below under Acceptance Testing Billing.

7.3.3 If the Cooperative Acceptance Test fails loop continuity test parameters defined by this Agreement for xDSL loops, the LOC technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work at such office. If the problem cannot be quickly resolved, SWBT will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SWBT will contact CLEC to repeat the Cooperative Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. SWBT will not complete an order that fails Acceptance Testing.

7.3.4 Since CLEC's test equipment cannot send signals through repeaters or digital loop carriers, CLEC will accept ISDN loops without testing the complete circuit. Consequently, SWBT agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of SWBT), SWBT will adjust CLEC's bill and refund the recurring charge of such a loop until SWBT has resolved the problem and closed the trouble ticket.

7.3.5 SWBT will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the LOC on hold for over ten (10) minutes. In that case, SWBT may close the order utilizing existing procedures. If no trouble ticket is opened on that loop within 24 hours, SWBT may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section B below. If, however, a

trouble ticket is opened on the loop within 24 hours and the trouble resulted from SWBT error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SWBT will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by SWBT to not meet loop continuity test parameters defined herein, SWBT will not charge for acceptance testing done on the repair call.

7.3.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be SWBT's error, then the loop will not be counted as a successful completion for the purposes of the calculations discussed in Section B.1 below.

7.3.7 Both Parties will work together to implement Cooperative Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SWBT to expend additional time and expense.

7.4 Acceptance Testing Billing

7.4.1 CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, CLEC may indicate that it believes that SWBT is failing to install loops with loop continuity and ordered conditioning eighty percent (80%) of the time within the committed intervals.

7.4.1.1 If sampling establishes that SWBT is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, SWBT may continue charging for Acceptance Testing for all loops that are properly installed the first time. If SWBT is not correctly provisioning loops eighty percent (80%) of the time, or greater, then CLEC will not be billed for Acceptance Testing for the next 90 days. Immediately after the effective date of this agreement, the Parties will negotiate in good faith to agree to a method for sampling 100 random install orders; provided, however, the Parties agree that none of the orders included in such sampling shall be orders placed within the first thirty (30) days of CLEC's entry into any Metropolitan Statistical Area ("MSA").

7.4.1.1.1 ISDN Loops that have trouble tickets (that are SWBT's fault) opened within 10 business days will be considered failures.

7.4.1.1.2 Loops that are successfully installed as a result of corrective action taken after acceptance testing will be considered failures.

7.4.1.2 In any calendar month after the 90 day no charge period, SWBT may request that another random sample of 100 install orders be reviewed. If the sample determines SWBT is provisioning loops correctly eighty percent (80%) of the time or greater, billing will resume.

7.4.1.3 Even if SWBT is in period which it may bill for Acceptance Testing, SWBT will not bill for the Acceptance Testing for loop installs that did not pass, the first time, the test parameters defined by this Agreement for xDSL loops. SWBT will not bill for loop repairs when the repair was SWBT problem.

7.4.1.4 Beginning October 1, 2000, SWBT delivery commitment changes to 90%.

7.4.2 The charges for Acceptance Testing shall be $33.51 as specifically listed in Section 13.4.8(A) of the FCC Tariff No. 73. CLEC will use the USOC(s) UBCX+ for basic time. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price. If the tariff rate changes, the parties will negotiate in good faith to determine if the tariff rate changes should apply to acceptance testing.

7.4.3 Repairs

7.4.3.1 The parties will negotiate in good faith to arrive at terms and conditions for acceptance testing on repairs

8.0 Service Quality and Maintenance

8.1 SWBT will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SWBT beyond these parameters will be billed on a time and materials basis at Access Tariff 73 rates.

8.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where CLEC has requested that no conditioning be performed, SWBT's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SWBT

will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

8.3 Each xDSL-Capable Loop offering provided by SWBT to CLEC will be at least equal in quality and performance as that which SWBT provides to itself or to an affiliate.

9.0 Spectrum Management

9.1 CLEC will advise SWBT of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. The CLEC, at its option and without further disclosure to SWBT, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SWBT as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SWBT as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2 SWBT shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SWBT may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. SWBT may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SWBT will release loop binder groups, pair ranges or pair complements that may have already been marked, identified or designated as "ADSL and POTS only," and will remove any such mark, identification or designation that may already have been made in SWBT's electronic or paper-based OSS or records, including LFACS. SWBT will remove any restrictions, and will not impose future restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SWBT will not deny requests for loops based on spectrum management issues.

9.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SWBT and CLECs shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to

maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. SWBT will assign the local loop consistent with the agreed-to spectrum management standards.

9.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SWBT and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. In such case, SWBT will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SWBT, as well as competitively neutral as between different xDSL services. Where disputes arise, SWBT and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SWBT will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.

9.5 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if SWBT and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SWBT and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10.0 Collocation

10.1 The Parties acknowledge and agree that upon approval of this Agreement by the Missouri PSC, CLEC will purchase collocation under the rates, terms and conditions set forth in the Missouri Physical Collocation Appendix.

11.0 Rates for xDSL Capable Loops and Associated Charges, Billing and Payments of Rates and Charges

11.1 SWBT's rates for xDSL-capable loops are:

	Recurring	Nonrecurring	
		Initial	**Additional**
2-Wire xDSL Loop			
Zone 1	$ 12.71	$ 19.55	$ 8.32
Zone 2	$ 18.64	$ 19.55	$ 8.32
Zone 3	$ 19.74	$ 19.55	$ 8.32
Zone 4	$ 16.41	$ 19.55	$ 8.32
2-Wire Digital Loop (e.g., ISDN/IDSL)			
Zone 1	$ 25.79	$ 43.33	$ 22.67
Zone 2	$ 37.89	$ 43.33	$ 22.67
Zone 3	$ 52.60	$ 43.33	$ 22.67
Zone 4	$ 37.30	$ 43.33	$ 22.67
4-Wire xDSL Loop			
Zone 1	$ 17.81	$ 21.58	$ 8.32
Zone 2	$ 31.82	$ 21.58	$ 8.32
Zone 3	$ 55.04	$ 21.58	$ 8.32
Zone 4	$ 27.07	$ 21.58	$ 8.32

11.2 SWBT's rates for Loop Make-Up Information are:

Loop Make-Up Information (as defined in section 5.4) – Mechanized/query	$ 15.00[5]
Loop Make-Up Information (as defined in section 5.4) - Manual	$ 15.00[6]
Detailed Make-up Information – Manual	TBD

11.3 SWBT's rates for Cross Connects.

xDSL Cross Connect Charge – Standard – Non-Shielded:

	Recurring	Nonrecurring Initial	Additional
2-wire Analog (w/o test)	$ 0.31	$ 19.96	$ 12.69
4-wire Analog (w/o test)	$ 0.63	$ 25.38	$ 17.73
2-wire Digital (w/o test)	$ 0.31	$ 19.96	$ 12.69

xDSL Cross Connect Charge – Shielded:

2-wire xDSL	$ 0.80	$ 19.96	$ 12.69

Note: There is no requirement that a CLEC order shielded cross-connects. Shielded cross-connects are only available for 2-wire xDSL loops used to provision PSD #5.

SWBT's rates for cross-connects above are final and are not interim or subject to retroactive true-up.

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[5] Pursuant to the Missouri Arbitration Order Case No. TO-2000-322, this price will change to $0.00 on August 1, 2000.

[6] Effective August 1, 2000, manual loop make-up information will be priced at the rate of $84.15.

11.4 SWBT's rate for Loop Conditioning.

SWBT will make xDSL capable loops available for all xDSL services and use by all xDSL providers. When a CLEC orders an xDSL loop, SWBT will charge the CLEC a non-recurring conditioning charge per xDSL capable loop ordered, whether or not conditioning of the loop is required.[7] For loops greater than 17,500 feet from the serving central office, conditioning charges to remove load coils, excessive bridged tap or repeaters located beyond 17,500 feet from the serving central office will apply in addition to the non recurring conditioning charge assessed on all xDSL loops ordered by the CLEC. .[8]

The conditioning charges, listed below, are applicable to every xDSL capable loop ordered by the CLEC. Upon CLEC request, SWBT will (a) remove load coils and excessive bridged tap located within 17,500 feet of the serving central office at no additional charge beyond the non-recurring conditioning charge assessed on all xDSL capable loops and (b) remove repeaters located within 17,500 feet of the serving central office at the per occurrence rate set forth below.

	Nonrecurring	
	Initial	Additional (Same time & same location)
XDSL capable loop ordered	$8.41	
Removal of Repeater (per occurrence)	$221.90	$221.90

The conditioning charges, listed below, are applicable to every xDSL capable loop, at or in excess of 17,500 feet in length from the serving central office, in addition to the applicable non-recurring charges for loops less than 17,500 feet in length..

	Nonrecurring	
	Initial	Additional [9]
Removal of Repeater (per occurrence)	$221.90	$221.90

[7] The rates are pursuant to the Missouri Public Service Commission's Order in Case No. TO-2001-439.
[8] Id.
[9] must be at same location and performed at the same time

Removal of Excessive BridgedTap(per occurrence)	$221.90	$221.90
Removal of Load Coil (per occurrence)	$325.83	$325.83

The rates set forth in this Section 11.4 apply on a retroactive basis to all xDSL capable loops ordered on or after September 30, 2001. SWBT shall provide CLEC a bill for the retroactive charges pursuant to Section 11.5.

11.5 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those unbundled elements and other service offerings ordered, established, utilized, discontinued or performed pursuant to this Attachment.

11.6 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Attachment within thirty (30) days of receipt of an invoice. Except as otherwise specifically provided in this Agreement, interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.

INTERIM APPENDIX HFPL
High Frequency Portion of the Loop

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INTERIM APPENDIX HFPL
High Frequency Portion of the Loop

1. INTRODUCTION

The rates, terms and conditions in this optional appendix are interim and will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions in Case No. TO-2001-440 or another appropriate case established by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Sharing. Upon the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions, those permanent rates, terms and conditions will replace the interim rates, terms and conditions contained in this optional appendix.

1.1 This Interim Appendix sets forth terms and conditions for providing the High Frequency Portion of the Loop (HFPL) by the applicable Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). In order to take advantage of this interim offer, the CLEC must currently have an effective Interconnection Agreement or Interim Interconnection Agreement in that state with appropriate rates, terms, and conditions for ordering the xDSL loops.

1.2 The interim prices at which ILEC agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated. The rates for loop conditioning will be governed by existing interconnection agreements.

1.3 ILEC agrees to provide CLEC with access to UNEs (including HFPL offerings) in accordance with the rates, terms and conditions set forth in this Interim Appendix HFPL and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

1.4 The Parties acknowledge and agree that they are entering into the terms of this Interim Appendix in order to allow CLECs to promptly begin offering services using HFPL in Missouri.

1.5 The Parties further acknowledge and agree that the term of the underlying Agreement shall not apply to this Interim Appendix HFPL. Rather, the rates, terms, and conditions set forth in this Interim Appendix shall be effective upon signing. The rates, terms, and conditions are subject to, and shall be replaced by, the terms of the final Interconnection Appendix(s) negotiated and/or arbitrated by the Parties in each state under Sections 251/252 of the Act upon approval by each state commission of the final, negotiated Interconnection Appendix(s) between the Parties or upon issuance of a final order in any arbitration proceeding (subject to any appeals and associated judicial review. In the event that this Interim Appendix HFPL is in

place at the time of issuance of the final Order in the arbitration proceeding, the Parties shall meet within thirty (30) days following issuance of a final Order(s) by the state commission(s) in such arbitration proceeding(s) and expend diligent efforts to arrive at an agreement on terms and conditions which comply with the final Order(s). The rates, terms and conditions of this Interim Appendix are not available in any state where the regulatory commission already has established the rates, terms and conditions for the provision of the HFPL to any CLEC through arbitration or other proceeding.

1.6 The results of the arbitration shall be effective the date the state commission(s) order(s) becomes final, unless the order(s) is stayed pending appeal.

1.7 The Parties acknowledge and agree that relevant Commission-approved performance measures and/or penalties shall apply under the terms of this Interim Appendix. Nothing in this Interim Appendix shall constitute a waiver by either Party of any positions it may have taken or will take in the Section 251/252 negotiations and subsequent arbitration proceeding(s), if any, or any other regulatory or judicial proceeding.

2. DEFINITIONS

2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from ILEC's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in ILEC's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL

(Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. ILEC shall only make the HFPL available to CLEC in those instances where ILEC also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.

2.7 A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

2.8 "Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO THE HIGH FREQUENCY PORTION OF THE LOOP

3.1 ILEC will provide a HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined by state or federal regulatory agencies, including but not limited to FCC rules. For the purposes of this interim agreement, ADSL, RADSL, and G.Lite, are presumed acceptable. ILEC will not impose limitations on the transmission speeds of xDSL services;

provided, however, ILEC does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL that do not interfere with analog voice band transmission.

3.2 ILEC shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless ILEC has demonstrated to the state commission in accordance with FCC orders that CLEC's deployment of the specific technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.3 In the event the CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, the CLEC will provide documentation describing that action to ILEC and the state commission before or at the time of its request to deploy such technology within ILEC.

3.4 In the event the CLEC wishes to introduce a technology on the HFPL that is not presumed acceptable for deployment pursuant to federal or state rules, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptablity and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.5 Liability

3.5.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or ILEC, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on ILEC facilities, the Party ("Indemnifying Party") will pay all direct costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.5.2 Where CLEC or ILEC claims that a deployed service is significantly degrading the performance of its advanced service or traditional voiceband services, that carrier must notify the deploying carrier and allow the deploying carrier a reasonable opportunity to correct the problem. Where the carrier whose services are being degraded does not know the precise cause of the degradation, it must notify each carrier that may have caused or contributed to the degradation.

(a) Where the degradation asserted remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the relevant state

commission that a particular technology deployment is causing the significant degradation.

(b) Any claims of network harm presented to the deploying carrier(s) or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information.

(c) Where a carrier demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services before the relevant state commission, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

(d) Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under this Appendix, the degraded service shall not prevail against the newly-deployed technology.

3.6 Indemnification: Indemnification for this Appendix shall be governed by the indemnification provisions in this Interconnection Agreement.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 The CLEC has the option of collocating a DSLAM in ILEC's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at ILEC RTs, ILEC will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

4.2 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and ILEC has placed a DSLAM in the RT, ILEC must unbundle and provide access to its packet switching. ILEC is relieved of this unbundling obligation if it permits a requesting carrier to collocate its DSLAM in ILEC's remote terminal, on the same terms and conditions that apply to its own DSLAM and there is room in the RT for CLEC to collocate its DSLAM. The rates set forth in the Interconnection Agreement shall apply to this subloop.

4.2.1 When ILEC is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in CLEC's underlying Interconnection Agreement. The CLEC will provide ILEC with the type of technology it seeks to deploy, at the time of ordering, including the PSD

of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide ILEC with a technical description of the technology (including power mask) for inventory purposes. ILEC shall use PSD mask information solely for inventory purposes.

4.2.2 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

4.3 When ILEC traditional retail POTS services are disconnected ILEC will notify the CLEC that the POTS is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. ILEC will not take any action until 3 business days after providing the notice to CLEC. All appropriate recurring and nonrecurring charges for the reconfiguration/disconnect shall apply. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

4.4 ILEC shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.5 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where ILEC is not the retail POTS provider.

4.6 ILEC shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. ILEC shall be under no obligation to provide HFPL where ILEC is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request. CLEC shall pay ILEC a nonrecurring charge for each xDSL capable HFPL and for any conditioning performed at its request, pursuant to Section 7.1.

4.7 For each HFPL, CLEC shall at the time of ordering, notify ILEC as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify ILEC. Likewise, ILEC will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops ILEC will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the

HFPL only), CLEC shall provide ILEC with a technical description of the technology (including power mask) for inventory purposes.

4.8 In the event that ILEC determines there are excessive disturbers, ILEC will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.

4.9 ILEC will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.10 ILEC shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, ILEC may publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with ILEC's standard collocation practices and procedure. When virtually collocated, ILEC will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, ILEC agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein, at a minimum for the length of time this interim appendix is effective. ILEC will determine where such ILEC-owned splitters will be located in each central office. ILEC owned splitters will be placed in a common area accessible to CLECs if space is available, or may be placed in proximity to the MDF. When placed in common areas accessible to

CLECs, CLECs will have test access at the line side of the splitter. Any service-intrusive test performed by either party shall be coordinated with both the customer as well as the other party. Upon CLEC's request, ILEC will perform testing and repair at the ILEC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by ILEC, CLEC shall pay ILEC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 ILEC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide ILEC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, ILEC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the ILEC central office. For requests for ILEC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLEC's collocation application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecast Penalties: No forecast penalties will be levied pursuant to this interim agreement. ILEC will manage the capacity of the splitter and all facilities related to provision of HFSL in a reasonable and nondiscriminatory manner.

5.1.2.2 Splitter provisioning will use standard ILEC configuration cabling and wiring in ILEC locations. Connecting Block layouts will reflect standard recognizable arrangements and be wired out in contiguous 100 pair complements, and numbered 1-96. All arrangements must be consistent with ILEC's Operational Support Systems ("OSS"). ILEC will consider use of other CLEC-recommended splitters as new splitter technologies are introduced.

5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.1.2.4 All ILEC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

5.1.2.5 From time to time, ILEC may need to replace or repair ILEC-owned splitters or splitter cards, which necessitate a brief interruption of service. In the event that service interruption is anticipated by ILEC, ILEC shall notify CLEC.

5.1.2.6 ILEC retains the sole right to select ILEC-owned splitter equipment and installation vendors.

5.2 When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, ILEC will install the splitter in a ILEC bay and ILEC will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard ILEC configuration cabling and wiring in ILEC locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with ILEC Operations Support Systems ("OSS").

5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING[1]

6.1 General: ILEC will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in ILEC's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that ILEC is providing any other CLEC and/or ILEC's retail operations or its advanced services affiliate.

6.2 Loop Pre-Qualification: Subject to 6.1 above, ILEC's interim pre-qual will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, ILEC will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, ILEC will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as ILEC's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in ILEC's Plan of Record when such information is contained in ILECs electronic databases. CLEC will be

[1] These terms and conditions are unique to SWBT. Parties to Interconnection Agreements with GTE shall use the applicable Interconnection Agreement language or other mutually agreed upon language for OSS systems.

billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth in Appendix 25:xDSL.

6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix 25:xDSL.

6.3.3 Detailed manual loop qualification includes all fields as described in ILEC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix 25:xDSL.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop, ILEC will, upon CLEC request, perform , conditioning to remove these interferors and the CLEC will be charged as outlined in Attachment 25: xDSL.

6.4.2 If a CLEC elects to have ILEC provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to ILEC's affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that ILEC perform conditioning at charges set forth in Appendix 25: xDSL. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For HFPL, if CLEC's requested conditioning violates Carrier Serving Area (CSA) or Serving Area Concept (SAC) design standards, ILEC is not required to condition the loop. If ILEC and or its affiliate contends that conditioning or deconditioning a loop will interfere with the voice grade service on the loop, then ILEC: (a) if CLEC disputes ILEC's contention, then, ILEC has the burden of establishing its position before the Missouri Public Service Commission, (b) may not provide xDSL services across the loop in question; and (c) at the request of the CLEC will, whenever possible, transfer the end-user's voice service to a loop that is capable of

supporting the CLEC's xDSL technology across the high frequency network element.

7. PROVISIONING

7.1 Provisioning: ILEC will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will assure guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by ILEC beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates or as stated in the Interconnection Agreement. On loops where CLECs have requested that no conditioning be performed, ILEC's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, ILEC will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. Upon CLEC request, ILEC will remove load coils, repeaters, and excessive bridged tap and the CLEC will be charged as outlined in Attachment 25: xDSL.

7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning ILEC is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Interconnection Agreement. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivityand capacitive and resistive balance.

7.3 The provisioning intervals are applicable to the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

7.3.1 The interim provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-20 loops per order or per end-user location, will be three (3) business days, or the provisioning and installation interval applicable to ILEC's tariffed xDSL-based services, or its affiliate's, whichever is less.

7.3.2 The interim provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to ILEC's tariffed xDSL-based services or to its affiliate's

xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

7.3.5 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Interconnection Agreement and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

7.4 The CLEC, at is sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in Attachment 25: xDSL.

7.5 None of the provisioning intervals in which ILEC provide tie cables necessary for the collocation of splitters may exceed 30 calendar days of receipt of a CLEC's application.

8. MAINTENANCE /SERVICE ASSURANCE

8.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

8.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband,

or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, ILEC shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, ILEC shall notify the end user and CLEC for advance permission any time ILEC repair effort has the potential of affecting service on the broadband portion of the loop.

8.3 ILEC will offer a 24-hour clearing time on trouble reports referred by the CLEC and proven to be in the wiring or physically tested and found to be in the loop. If ILEC isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, ILEC will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTs service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or ILEC (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to ILEC cutting around the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact ILEC to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, ILEC will charge the CLEC upon closing the trouble ticket.

8.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, ILEC's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, ILEC will verify continuing, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

8.5 Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests.

8.6 The CLEC shall not rearrange of modify the retail-POTS within its equipment in any way beyond the original HFPL service without coordination with ILEC.

9. SPECTRUM MANAGEMENT

9.1 Spectrum management for HFPL shall be provided under the same terms and conditions as set forth in the underlying xDSL Agreement.

10. PRICING

10.1 ILEC and CLEC agree to the following interim prices for access to the Line-Sharing UNE. Any element necessary for interconnection that is not identified below is priced as currently set forth in the Interconnection Agreement between the parties, pursuant to the interim award. The interim prices listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates in Case No. TO-2001-440 or another appropriate case established by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Sharing. The interim prices set forth below are subject to true up to the permanent Line Sharing rates established by the Missouri Public Service Commission in Case No. TO-2001-440 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Line Sharing rates, but shall not include any period prior to the effective date of this agreement with CLEC.

Element	Interim Price
Shared Line (HFPL) Recurring	$0
ILEC Splitter, Recurring	$0.89
OSS Recovery Charge	$0.61

Pricing for loop conditioning will be as outlined in Attachment 25: xDSL. A non-recurring conditioning charge shall apply to each HFPL loop or subloop ordered as set forth in Attachment 25: xDSL along with charges for any conditioning requested by CLEC.

11. RESERVATION OF RIGHTS

11.1 CLEC and ILEC enter into this interim Appendix to allow CLEC to order HFPL during the initial deployment phase. CLEC and ILEC enter into this interim Appendix without waiving current or future relevant legal rights and without prejudicing any position CLEC or ILEC may take on relevant issues before industry

forums, state or federal regulatory or legislative bodies or courts of competent jurisdiction.

11.2 The Parties acknowledge and agree that the provision of the HFPL and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7,1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in the underlying Interconnection Agreement.

M2A Optional Line Splitting Amendment – Appendix to Attachment 25: xDSL

1. LINE SPLITTING

The parties acknowledge and agree that when the Texas Public Utility Commission approves contract language regarding line splitting in the SWBT v. AT&T arbitration, Texas PUC Docket No. 22315, or any successor docket, SWBT will provide line splitting to CLEC in Missouri on an interim basis pursuant to those same terms, conditions and rates, without the need for amending this Agreement. The availability of line splitting in Missouri at the rates set in the Texas arbitration will be interim, subject to true-up, pending the outcome of Case No. TO-2001-440 or any other proceeding opened by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Splitting. Upon the effective date of an order of the Missouri Public Service Commission establishing permanent rates, terms and conditions, those permanent rates, terms and conditions will replace the interim rates, terms and conditions from Texas. The interim rates from Texas are subject to true up to the permanent Line Splitting rates to be established by the Missouri Public Service Commission. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Line Splitting rates, but shall not include any period prior to the effective date of this agreement with CLEC.

ATTACHMENT 26: LEGITIMATELY RELATED PROVISIONS

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

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

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