

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale		
		SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2														
368		PRIME SERVICE VENDOR		P1APX			\$ 50.00						0.0%	NTS
369		SUBCONTRACTOR		P1ASX			\$ 50.00						0.0%	NTS
370		2. PRIORITY RESTORATION OF DIGITAL LINK SRVC												
371		a. PR LEVEL IMPLEMENTATION												
372		PRIME SERVICE VENDOR		PR5PX			\$ 51.00						0.0%	NTS
373		SUBCONTRACTOR		PR5SX			\$ 51.00						0.0%	NTS
374		b. PR LEVEL CHANGE												
375		PRIME SERVICE VENDOR		PR8PX			\$ 50.00						0.0%	NTS
376		SUBCONTRACTOR		PR8SX			\$ 50.00						0.0%	NTS
		3. ADMINISTRATION/MAINTENANCE OF TSP SERVICE												
377		PRIME SERVICE VENDOR		PR9PX		\$ 4.10						0.0%		NTS
379		SUBCONTRACTOR		PR9SX		\$ 3.35						0.0%		NTS
380														
381		BROADBAND EDUCATIONAL VIDEO SERVICE	DL 14											
382		INTRACLUSTER CHANNEL TERM	DL 14.2.2 A1	ETNQD		\$ 1,371.00	\$ 350.00				0.0%	0.0%	0.0%	Not a Retail Offering
383		QUAD SPLIT MODE		ETNMD		\$ 1,371.00	\$ 350.00				0.0%	0.0%	0.0%	Not a Retail Offering
384		MULTIMONITOR MODE												
385		CONNECTIVITY TO INDEPENDENT TELEPHONE Co.	DL 14.2.2 A2	EDU		\$ 756.00	\$ 350.00				0.0%	0.0%	0.0%	Not a Retail Offering
386		QUALITY 1				ICB	ICB							Not a Retail Offering
388		QUALITY 2												
389		INTERCLUSTER CONNECTIVITY	DL 14.2.2 A3			\$ 5.00					0.0%			Not a Retail Offering
390		DIGITAL TO DIGITAL, Quality 1							\$ 0.32			0.0%		
391		CONNECTIVITY TO PRIVATE NETWORK	DL 14.2.2 A4			\$ 5.00					0.0%			Not a Retail Offering
392		QUALITY 2				ICB			\$ 0.32			0.0%		Not a Retail Offering
393		QUALITY 1							ICB					
394		CONNECTIVITY TO IXC	DL 14.2.2 A5			\$ 5.00					0.0%			Not a Retail Offering
395		QUALITY 2				ICB			\$ 0.32			0.0%		Not a Retail Offering
396		QUALITY 1							ICB					
397		ETHERNET OPTION	DL 14.2.2 A6											
398		INTRACLUSTER CHANNEL TERMINAL		ETN		\$ 82.00	\$ 25.00				0.0%	0.0%	0.0%	Not a Retail Offering
399		1st Unit		ETN		\$ 82.00	\$ 3.00				0.0%	0.0%	0.0%	Not a Retail Offering
400		Ea. Add. Unit												Not a Retail Offering
		INTERCLUSTER CONNECTIVITY					\$ 35.00	\$ 0.17	→Per megacell of use		0.0%	0.0%		Not a Retail Offering
401														
402		First					\$ 25.00					0.0%		Not a Retail Offering
403		Subsequent					\$ 3.00					0.0%		Not a Retail Offering
404		Additional												
405		AUTHORIZED USE IN CONJUNCTION WITH LEASE OR RENTAL OF CUSTOMER'S FACILITIES	DL 14.2.2 A7					\$ 10.00	→Per hour		0.0%			Not a Retail Offering
406														
407														
408		SHARED TENANT SERVICE (STS)	LE 1.2.2A											
409		RATE GROUP A				\$ 21.95	Y (SEE 1.2.2 I.)					0.0%		
410		RATE GROUP B				\$ 30.05						0.0%		Not a Retail Offering
411		RATE GROUP C-PRINCIPAL				\$ 33.15						0.0%		Not a Retail Offering
412		RATE GROUP C-METRO. 1				\$ 36.45						0.0%		Not a Retail Offering

Where the tariff and this matrix conflict on service name, cite, USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale		
		SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2														
413		RATE GROUP D-PRINCIPAL				\$ 43.60						0.0%		Not a Retail Offering
414		RATE GROUP D-METRO 1				\$ 45.50						0.0%		Not a Retail Offering
415		RATE GROUP D-METRO 2				\$ 48.00						0.0%		Not a Retail Offering

APPENDIX CUSTOMIZED ROUTING-RESALE

This Appendix to Attachment 1: Resale contains provisions concerning customized routing of Directory Assistance, Operator Services and related Resale services.

1.0 Customized Routing of CLEC Directory Assistance and Operator Services

- 1.1 Where CLEC purchases Resale services, and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route all calls from CLEC customers for Directory Assistance and Operator Services to the CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with Section 1.2 of this Appendix.
- 1.2 Customized routing of Directory Assistance and Operator Services on those SWBT switches with existing capabilities and capacity (e.g., by utilizing line class code or similar method) will be provided starting March 1, 1997, and implementation will be completed on all such switches by June 30, 1997. For those switches that lack the existing capability and/or capacity to support customized routing, SWBT will develop alternative method(s) (e.g., AIN based method) of providing customized routing of Directory Assistance and Operator Services. SWBT will complete implementation of said alternative method(s) by December 31, 1997. The schedule for development of alternative method(s) 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.
- 1.3 SWBT is free to choose the methodology deployed in SWBT's network to perform customized routing of Directory Assistance and Operator Services. SWBT will provide to CLEC an implementation schedule as to each individual switch no later than December 1, 1996.
- 1.4 SWBT will make available to CLEC the ability to route Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) dialed by CLEC Customers directly to the CLEC Directory Assistance and Operator Services platform. If the State Commission rules or the Parties agree that CLEC is entitled to IntraLATA toll on resale services and/or unbundled switch elements, SWBT agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212, 1+HNPA-555-1212. For calls that SWBT delivers to CLEC with the required signaling and data, CLEC will complete the call.
- 1.5 SWBT will include CLEC's local end user customers' listings in SWBT's Directory Assistance database as part of the service order process. SWBT will also honor all such customers' preferences for listing status (e.g., non-published, unlisted), as noted on the service order request or similar process, and will ensure that they appear as the customer requested in SWBT's database used to perform Directory Assistance functions.

- 1.6 SWBT will provide the functionality and features within its local switch (LS) to route CLEC customer-dialed Directory Assistance local calls to CLEC designated trunks via Feature Group C signaling or as the Parties may otherwise agree, for direct-dialed calls (e.g., sent paid).
- 1.7 SWBT will provide the functionality and features within its LS to route CLEC customer dialed 0/0+ local and IntraLATA calls to the CLEC designated trunks via Feature Group C signaling.
- 1.8 The Parties agree that, in the event of an emergency wherein an 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 as is done by SWBT's operators today.
- 1.9 SWBT will provide the functionality and features within its LS to route CLEC customer dialed 0- and 0+ local calls to the CLEC designated trunks via Modified Operator Services (MOS) Feature Group C signaling. In all cases, SWBT will provide post-dial delay at least equal to that provided by SWBT for its end user customers.
- 1.10 SWBT will forward with all Directory Assistance and Operator Services calls from CLEC customers all appropriate line data required by CLEC to identify the type of line. Such data shall include, but not be limited to, originating line number, ii digits, line class code, and any other data elements required to allow CLEC to appropriately identify the originating line for purposes of call handling and recording.
- 1.11 All direct routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.
- 1.12 SWBT, no later than five (5) days after the date CLEC requests the same, will provide to CLEC, the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SWBT in each NPA-NXX. Such data will be transmitted via paper copies of all SWBT emergency listings reference documents from all of SWBT's Operator Services offices. CLEC agrees to indemnify and hold SWBT harmless from all claims, demands, suits or actions by third parties against SWBT, or jointly against CLEC and SWBT, arising out of its provision of such information to CLEC.

2.0 Operator Services Busy Line Verification/Emergency Interrupt

- 2.1 SWBT will provide access to Operator Services Busy Line Verification/Emergency Interrupt (BLV/EI) for Resale services. Such access will be performed by the SWBT operator upon receipt of a request from an CLEC operator. SWBT will meet the same performance results for CLEC customer requests as it does for SWBT customer requests and will size the trunk groups required to perform this function in accordance with the volume demands. SWBT will provide to CLEC performance reports for the BLV/EI access and success rates on a

quarterly basis for the next 12 months from the date of the Agreement or as mutually agreed to between the Parties. CLEC acknowledges that SWBT will not be able to separate CLEC and SWBT results.

3.0 Access to the Line Information Database

- 3.1 SWBT will use its service order process to update and maintain, on the same schedule that it uses for its end users, the CLEC customer service information for Resale services in the Line Information Database (LIDB).

4.0 Telephone Line Number Calling Cards

- 4.1 Effective as of the date of an end-user's subscription to CLEC local Resale service, SWBT will remove any SWBT-assigned telephone line-based calling card number (TLN) from the LIDB.

5.0 Related Services

- 5.1 SWBT will provide to CLEC access to its node signaling network to accommodate queries for calling card validations in real time. Database queries will receive priority equal to that which SWBT provides to itself. Database queries will receive reliability, availability, and performance equal to that which SWBT provides to itself. SWBT's performance of the node signaling network and database responses must at a minimum meet industry standards. SWBT will support database access using TCAP messages routed via Signaling Transfer Points (STPs). SWBT will record usage information for LIDB queries. SWBT will use its Signaling Control Points (SCPs) as the source of usage data. SWBT will aggregate LIDB usage by query type and by originating point code.
- 5.2 The prices, terms and conditions for the provision of customized routing are contained Attachment 6: Unbundled Network Elements.

APPENDIX DA-RESALE**SWBT-PROVIDED DIRECTORY ASSISTANCE SERVICE**

This Appendix DA-Resale to Attachment 1: Resale sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance Service (DA Service) for CLEC, but only upon CLEC's request therefor.

1.0 Service

- 1.1 DA Service 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 and intrastate intraLATA calls. In the event and to the extent that SWBT provides DACC service to its own customers for interstate intraLATA calls, it will provide such service to CLEC's customers.
- 1.3 SWBT agrees to provide DACC only in areas where SWBT can furnish Automatic Number Identification (ANI) from CLEC's customers to SWBT's switch and where CLEC obtains DA service from SWBT.
- 1.4 The Parties agree that, in the event of an emergency wherein an 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.

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/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 5.0 Pricing of Appendix DA-Resale.

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 5.0 Pricing of Appendix DA-Resale.

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, including equipment necessary for routing calls and signals to the SWBT serving office.
- 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 NPA+555-1212.
- 4.5 SWBT will include current CLEC customer listing information in SWBT's DA database.

5.0 Pricing

- 5.1 Rates to be charged to CLEC by SWBT for the DA Services provided pursuant to this Appendix are set forth in Appendix Services/Pricing to Attachment 1: Resale of this Agreement. In states where SWBT affords customers making calls to DA a monthly free call allowance, SWBT will afford CLEC's customers making calls to DA the same monthly free call allowance, and will not charge CLEC for such calls.
- 5.2 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

5.2.1 In the event that the Phraseology for branding DA calls is the same phraseology for branding OS calls, only one \$3,000.00 charge will apply per initial loading or subsequent change.

5.3 Pricing for rate quotations are as follows: Rate quotes will be provided by SWBT to callers requesting CLEC rates using the rate tables already loaded by SWBT based on information provided by CLEC. The parties agree that CLEC will reimburse SWBT \$2,200.00 for the initial loading costs per operator switch and \$1,000.00 per operator switch for any future CLEC requested modifications to the rate tables. These prices will not be subject to true-up.

6.0 **Liability**

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

APPENDIX OS-RESALE**SWBT-PROVIDED LOCAL & INTRALATA
OPERATOR ASSISTANCE SERVICES**

This Appendix OS-Resale to Attachment 1: Resale sets forth the terms and conditions under which SWBT agrees to provide local and intraLATA operator services (Operator Services or OS) for CLEC, but only upon CLEC's request therefore. This Appendix applies only to operator assistance services provided within a LATA.

1.0 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 completing calls through the AABS audio response system. AABS will be offered in areas where facilities exist and where SWBT 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.

2.0 SWBT will provide to CLEC the call types in Sections 3.0 through 8.0 below:

- 3.0 **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:
 - 3.1 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).
 - 3.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
 - 3.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.

- 4.0 **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:
- 4.1 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).
- 4.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 5.0 **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:
- 5.1 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.
- 5.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 6.0 **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.
- 7.0 **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.
- 8.0 **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.

9.0 Call Branding/Rate Reference**9.1 Call Branding**

- 9.1.1 The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC's. SWBT will offer Call Branding of Operator Services in the name of CLEC.
- 9.1.2 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.
- 9.1.3 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.
- 9.1.4 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 13.0 Pricing of Appendix OS-Resale.

9.2 Rate Reference

- 9.2.1 SWBT Operator Services operators will provide Operator Services 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:
- 9.2.2 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.
- 9.2.3 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

- 9.2.4 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 9.2.2.
- 9.2.5 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 13.0 Pricing of Appendix OS-Resale.

10.0 Other Operator Assistance Services

- 10.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 10.2 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 interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 10.3 Handling of Emergency Calls to Operator - SWBT agrees to process emergency calls from CLEC Resale customers to an Operator in the same manner that SWBT processes the same type of call for a SWBT end user customer.
- 10.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

11.0 Responsibilities of the Parties

- 11.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Appendix.
- 11.2 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.
- 11.3 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).
- 11.4 SWBT will accumulate and provide to CLEC data as specified in Attachments 4: Connectivity Billing-Resale and Attachment 5: Customer Usage Data-Resale to this Agreement necessary for CLEC to verify traffic volumes and bill its end users.

12.0 Methods and Practices

- 12.1 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.

13.0 Pricing

- 13.1 Rates to be charged to CLEC by SWBT for the Operator Services provided pursuant to this Appendix are set forth in Appendix Services/Pricing of Attachment 1: Resale.

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

- 13.2 In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one \$3,000.00 charge will apply per initial loading or subsequent change.
- 13.3 Pricing for rate quotations are as follows: Rate quotes will be provided by SWBT to callers requesting CLEC rates using the rate tables already loaded by SWBT based on information provided by CLEC. The parties agree that CLEC will reimburse SWBT \$2,200.00 for the initial loading costs per operator switch and \$1,000.00 per operator switch for any future CLEC requested modifications to the rate tables. These prices will not be subject to true-up.

14.0 Liability

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

APPENDIX WHITE PAGES (WP) - RESALE

This Appendix White Pages - Resale (WP-Resale) to Attachment 1: Resale, sets forth SWBT's and CLEC's agreement to the following terms and conditions for the inclusion of CLEC Customer information associated with Resale services in the White Pages directories:

1.0 Introduction

- 1.1 SWBT publishes White Pages directories for geographic areas in which CLEC also provides 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 such customers.
- 1.3 SWBT will make available to CLEC, for these CLEC customers, non-discriminatory access to White Pages directory listings (Directory Listings), under the following terms and conditions in Section 2.0 of this Appendix.

2.0 Service Provided

- 2.1 SWBT will use the practices and procedures applicable to its provision of White Pages directories on a nondiscriminatory basis. SWBT will include in appropriate White Pages directories the primary alphabetical listings of all CLEC customers (other than non-published or non-list Customers) located within the local directory area. SWBT will include CLEC local customers' primary listings in the White Pages (residence, business, or government listings, where applicable) directories without additional charge.
- 2.2 CLEC will furnish to SWBT subscriber listing information pertaining to CLEC customers located within the SWBT local directory area, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- 2.3 SWBT will include the listing information for CLEC's customers for Resale services in SWBT's White Pages directory data base in the same manner as it includes listing information for SWBT's end user customers.
- 2.4 SWBT will provide the following directory listing criteria to CLEC for White Pages listings and will provide changes to such criteria not later than sixty (60) days in advance of such changes becoming effective:
 - 2.4.1 Business rules for standard White Pages listings (e.g., space restrictions, non-listed and non-published listings, abbreviated listings, secondary, additional and foreign listings);
 - 2.4.2 Business rules for residential Enhanced White Pages (e.g., bold, indent, italics) listings available;

- 2.4.3 White Pages directory delivery schedules;
- 2.4.4 Restrictions, if any, on number of White Pages directories provided at no charge to a customer; and,
- 2.4.5 Geographic coverage areas of each White Pages directory published by SWBT (by exchange community and/or NPA/NXX).
- 2.5 CLEC may purchase Enhanced White Pages listings for residential customers on a per listing basis and will pay SWBT amounts attributable to such Enhanced Listings used by its customers in accordance with the terms of Appendix Services/Prices to Attachment 1: Resale to the Agreement.
- 2.6 Publication schedules for White Pages: SWBT will provide to CLEC the initial directory schedule for a calendar year within three (3) to six (6) months of the publication year for those areas where CLEC provides local service. Updates to the schedule will be provided in a timely manner as they occur.
- 2.7 CLEC's subscriber listings are to be interfiled (interspersed) with SWBT's and other LSPs' subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP unless CLEC, in writing at least sixty (60) days prior to the directory close for the year, directs SWBT to separate CLEC's listings from SWBT's listings.
- 2.8 SWBT will deliver Directory Listings in book form (White Pages directories) to CLEC Customers. The 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 end users.
- 2.9 SWBT will distribute the White Pages directory and will make any subsequent distribution in accordance with the same practices and procedures used by SWBT to distribute directories to its end users.
- 2.10 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. CLEC will provide to SWBT, sixty (60) days prior to the directory close date, 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).

- 2.11 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, under either this Subsection or Attachment 19: White Pages-Other to this Agreement).
- 2.12 At its option, CLEC may also order directories from SWBT to be delivered to CLEC in bulk. If CLEC selects this option, CLEC shall provide to SWBT, at least sixty (60) days prior to the directory close for the year, written specification of the total number of directories that CLEC will require for bulk delivery to CLEC. At its option, and at the same time it provides other directory information pursuant to this paragraph (Section 2.12) (i.e., at least sixty (60) days prior to directory close), CLEC may specify that such directories, or any portion of such directories, 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 this paragraph (Section 2.12). Once SWBT has delivered directories in bulk to CLEC pursuant to this paragraph (Section 2.12), SWBT shall not be responsible for further delivery or disposition of said directories. Upon CLEC's written request, 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.
- 2.13 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 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.
- 2.14 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 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.

3.0 Use of Subscriber Listing Information

- 3.1 Subscriber listing information for Resale services, maintained in SWBT's Listings Subscriber System (LSS) database and successor databases, if any, including listings of CLEC Customers, may be provided to third parties on the same terms and conditions and at the same rates that SWBT provides its own subscriber list information to third parties. CLEC will receive its pro-rata share of any amounts paid by third parties to SWBT for such subscriber list information. CLEC's pro-rata share will be calculated based on the proportionate share of CLEC customers to the total number of customers included in the subscriber list information. Provision of subscriber list information to third parties will be solely at SWBT's discretion.

4.0 Pricing

- 4.1 This Section Intentionally Left Blank.

- 4.2 Pricing for Informational Pages: \$3,191.73

- 4.2.1 The price contained in Section 4.2 is interim in nature and is subject to true-up from the effective date of this agreement to the Missouri Commission's determination of permanent prices.

ATTACHMENT 2: ORDERING AND PROVISIONING - RESALE

1.0 General Requirements

SWBT will provide pre-order, ordering and provisioning services to CLEC associated with SWBT's Resale services under the Agreement pursuant to the requirements set forth in this Attachment.

- 1.1 Throughout the term of the Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as SWBT may deploy) that SWBT uses to provide pre-order, ordering and provisioning services to CLEC under this Agreement will be at least equal in quality to that provided by SWBT to its end users.
- 1.2 For all Resale services ordered under the Agreement, SWBT will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from CLEC) to the services SWBT provides to its end users.
- 1.3 SWBT and CLEC agree to work together in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry standards for electronic interfaces for pre-order, ordering and provisioning.

Neither Party waives any of its rights as participants in such forums in the implementation of the standards.

- 1.4 SWBT and CLEC agree to work together to implement an Electronic Gateway Interface (EGI) that provides nondiscriminatory access to SWBT's pre-order process equivalent to that which is available to SWBT for use with its end users. CLEC and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date, and Customer Service Record information (CSR) in English subject to the conditions as set forth in Attachment Resale) with the Effective Date of the Agreement. SWBT and CLEC also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning specified in the Local Service Ordering Electronic Data Interchange (EDI) Support Implementation Guide (SIG) dated May 20, 1996, or as otherwise agreed to in writing by the Parties. Both EGI for pre-order and EDI for ordering and provisioning will be available with the Effective Date of the Agreement for all pre-order and ordering and provisioning order types and functions as outlined in AT&T Exhibit 15A filed in the Texas PUC Docket No. 16226.
- 1.4.1 SWBT also will make available to CLEC Residence EASE, to be used by CLEC on an interim basis prior to the deployment of EDI as required above in Section 1.4, for the

processing of residence Resale service orders. The following service order types may be processed via Residence EASE: Conversion (as is or with changes); Change (Features, Listings, InterLATA and IntraLATA [when available] Long Distance PICs); New Connect; Disconnect; From and To (change of premises with same service).

- 1.4.2 SWBT also will make Business EASE available to CLEC within a reasonable period of time agreed to by the Parties, upon receipt of a written request from CLEC.
- 1.4.3 SWBT will make access to its Southwestern Order Retrieval and Distribution (SORD) system generally available to CLEC upon request. Due to the unique and varied options available to CLEC through use of SORD, CLEC will advise SWBT of the functionalities to which it desires access, such as those identified in the February 26, 1999 Accessible Letter, CLECSS99-027. Specific terms and conditions for those functionalities will be negotiated and incorporated herein through a separate appendix. There is no charge for access to SORD, other than the OSS access charge contained in Appendix Services Pricing to Attachment 1: Resale.
- 1.4.4 CLEC and SWBT will work together to establish mutual requirements and specific interface agreements through the implementation process.
- 1.5 In areas where service order transactions cannot be provided via an electronic interface for the pre-order, ordering and provisioning processes, SWBT and CLEC will develop manual work around processes until such time as the transactions can be electronically transmitted. If Resale services are provided by SWBT to CLEC before electronic interfaces are established between CLEC and SWBT, CLEC will transmit pre-order, ordering and provisioning requests to the SWBT Local Service Center (LSC) via facsimile and/or telephone or other mutually agreed upon means to SWBT. The SWBT LSC will respond to CLEC calls with the same level of service that SWBT provides in serving SWBT's end user customers. When CLEC elects to process orders manually, it may choose to submit a log listing its order requests. When such a log is submitted, SWBT will return an acknowledgement, verifying which or all of the accompanying orders were received by SWBT on that fax. This return acknowledgement will be submitted within one hour of the time CLEC's log is received. SWBT is developing a process for mechanized fax return of FOCs for manually submitted orders.
- 1.6 SWBT and CLEC agree to work together to develop and implement an electronic communication interface that will replace the initial pre-order electronic interface and the ordering and provisioning EDI gateway and provide for Real Time data transfer, consistent with industry standards developed by the OBF and the TCIF. The Parties agree to implement this replacement interface as soon as practical, but no later than 120 days after the Electronic Communication Implementation Committee (ECIC) of TCIF standard reaches the status of "Final Closure", unless a later date is mutually agreed upon. SWBT will maintain the portion of this electronic interface implemented for certain transactions

pursuant to EDI 9 pre-order requirements, and will implement the requirements of EDI 10 for pre-order pursuant to the Change Management Process.

- 1.7 SWBT will provide a Single Point of Contact (SPOC) for all of CLEC's ordering and provisioning contacts and order flow involved in the ordering and provisioning of the Resale services provided by SWBT to CLEC. SWBT will provide ordering and provisioning services to CLEC for Resale service orders Monday through Friday from 8 a.m. to 5:30 p.m. through the LSC. SWBT will provide the same out of hours provisioning coverage for CLEC end user customers as SWBT provides to its end user customers. SWBT also agrees to extend hours of coverage of the LSC based on order volumes. CLEC may request SWBT to provide Sunday, holiday, and/or additional out of hours provisioning services within two business days. If CLEC requests that SWBT perform provisioning services other than Monday through Friday from 8:00 a.m. to 5:30 p.m., SWBT will quote, within one (1) day of the request, a cost-based rate for such services. If CLEC accepts SWBT's quote, SWBT will perform such provisioning services to CLEC in the same manner it does for itself.
- 1.8 SWBT will provide electronic system interfaces Monday through Saturday from 7 a.m. to 11 p.m.; and, Sunday from 11:00 a.m. to 11:00 p.m. for all pre-order, ordering and provisioning order flows. These electronic system interfaces will conform to the terms of paragraphs 1.4 and 1.6 above and Section 2 below. SWBT will also provide to CLEC a toll-free nationwide telephone number to the LSC for issues connected to the electronic system interfaces (operational from 8 a.m. to 5:30 p.m., Monday through Friday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Resale services. SWBT will also provide a help desk function for electronic system interfaces with out-of-hours coverage from 5 p.m. to 8 p.m., Monday through Friday, and from 8 a.m. through 8 p.m. on Saturday.
- 1.9 SWBT will provide CLEC with the same provisioning intervals and procedures for design and complex services that it provides to SWBT customers.
- 1.10 SWBT and CLEC will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Resale services. On or before the Effective Date of this Agreement, SWBT will provide a disaster recovery plan associated with the recovery of any systems and/or functions connected with the pre-order, ordering and provisioning processes.
- 1.11 SWBT will recognize CLEC as the customer of record for all Resale services ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.
- 1.12 SWBT will provide the following to CLEC upon request:
 - 1.12.1 A list of all services and features available for resale from each switch that SWBT may use to provide a Local Switching Element, by switch CLI and NPA NXX. Within ten

(10) business days after the Effective Date of the Agreement, SWBT will provide CLEC an initial electronic copy of this information. SWBT will provide a complete update of the information to CLEC electronically on a quarterly basis, or as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply;

1.12.2 Layout Record Cards for designed Resale services;

1.12.3 Advanced information on the details and requirements for planning and implementation of NPA splits via Accessible Letters, or, where SWBT is not the Central Office Code Administrator, to the extent the information is not available to CLEC in the same manner it is available to SWBT, SWBT will provide copies of notices containing such information received by SWBT to CLEC; and

1.12.4 A subset of the Street Address Guide (SAG), transmitted electronically, which includes street addresses and the associated serving switches, enabling CLEC to map a customer address to a specific serving switch. SWBT will provide this information to CLEC within ten (10) business days after the Effective Date of this Agreement and quarterly thereafter except as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.

1.13 SWBT will train those SWBT employees who have contact with CLEC or any other LSP not to discriminate against any LSP, including CLEC, and not to disparage any LSP, including CLEC, to any LSP's customers.

1.14 SWBT and CLEC will work together to develop methods and procedures between SWBT's LSC and CLEC's Work Centers regarding systems, work center interfaces, and to establish a change control process for those methods and procedures. An error resolution team in the LSC will deal specifically with those service orders in error status after the order has reached completion status, but before the order has posted to SWBT's billing system. SWBT will clear any such errors prior to the next SWBT billing date applicable to that order.

1.15 SWBT and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.

1.16 SWBT and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a

reciprocal basis will refer to a SWBT designated number all misdirected calls that CLEC receives from SWBT customers. CLEC and SWBT will agree on the scripts to be used for this purpose.

- 1.17 SWBT's LSC will provide design and coordination support for all Resale services provided to CLEC. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI, Broadband and packet service. SWBT will coordinate with SMSI to avoid interruption of Callnotes service during conversions to CLEC services.
- 1.18 SWBT will provide CLEC, upon request and not more than once per quarter, an electronic compare file that will contain the subscriber information stored in the SWBT 9-1-1 database for end-user customers served by CLEC through resale. CLEC may request that electronic compare files be provided for all of CLEC's resale customer accounts in Missouri (sorted by NPA), or by specific NPA. At CLEC's option, SWBT will provide the electronic compare file on diskette, or by e-mail to CLEC. The compare file will be created in accordance with NENA standards on data exchange. Requests for electronic compare files will be processed by SWBT within 14 days of receipt of CLEC's request. CLEC will review the electronic compare file(s) for accuracy, and submit any necessary corrections to SWBT via the appropriate 911 listing correction process. Should CLEC wish to obtain the 911 compare file more frequently than once per quarter, terms and conditions for such additional access will be mutually agreed by the parties.

2.0 Pre-Order and Ordering Interface Requirements

- 2.1 SWBT will provide to CLEC EDI electronic interfaces for transferring and receiving order, Firm Order Confirmation (FOC), service completion, and other provisioning data and information. The EDI interfaces will be administered through a gateway that will serve as a single point of contact for the transmission of such data from CLEC to SWBT, and from SWBT to CLEC. The requirements and implementation of such a data transfer system are subject to future agreement by CLEC and SWBT, but will conform to the terms of Section 3 of this Attachment. SWBT's technical documentation will match the business requirements provided by SWBT to CLEC for development of its EDI interface. SWBT also will participate with CLEC in the established Change Management Process. SWBT agrees to announce and implement EDI releases in accordance with the policies, practices, and scheduling set forth jointly by SWBT and CLECs in the documented Change Management Process, as may be modified from time to time in accordance with the Change Management Process. Any CLEC in the process of negotiating and/or arbitrating an interconnection agreement with SWBT and any CLEC with an interconnection agreement with SWBT may participate in the Change Management Process. SWBT and CLECs will hold regular Change Management Process meetings. Such meetings shall be held monthly, with staff oversight from the Texas Public Utility Commission, at least through December 1999. SWBT will provide CLECs with the timely ability to participate in establishing the agenda for such meetings. Within two

weeks of each such meeting, SWBT will file the minutes of the meeting with the Texas Public Utility Commission under Project Nos. 16251 and 20400 (while those projects remain open) and provide them to the Missouri Public Service Commission upon its request. SWBT will submit the minutes of the Change Management Process meetings to CLEC to provide input to the minutes at least five (5) days before SWBT files the minutes with the Texas Public Utility Commission. If SWBT refuses to incorporate CLEC's comments into the minutes, those comments will be filed together with the minutes prepared by SWBT. SWBT will provide complete documentation of the change management process in Texas Project Nos. 16251 and 20400, and a dispute resolution procedure will be developed in those Projects for the change management forum.

- 2.1.1 SWBT will provide flow-through capability in accordance with the requirements of Texas PUC Docket No. 19000 and Project No. 16251, and will develop additional flow-through capability through the Change Management Process in Project No. 20400. At a minimum, SWBT represents that its existing mechanized flow-through capability is accurately reflected in SWBT's Collaborative Process submission in Project No. 16251 dated September 21, 1998 stamped page 954 to SWBT's December 1, 1998 Affidavit of Chris Bourgeacq.
- 2.1.2 SWBT will continue to maintain the editing capabilities of SWBT's LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.
- 2.2 When ordering Resale services, CLEC's representatives will have access to a pre-order electronic gateway provided by SWBT for both consumer and business customers that provides real-time access to SWBT's information systems. This gateway shall be a Telecommunications Protocol/Internet Protocol (TCP/IP) gateway and will allow the CLEC representatives to perform the following tasks:
 - 2.2.1 Obtain customer information, including customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;
 - 2.2.2 Identify features and services to which the customer subscribes (CLEC agrees that CLEC's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange service provider be changed to CLEC);
 - 2.2.3 Electronically assign a telephone number (if the customer does not have one assigned) with the customer on-line. Reservation and aging of these numbers remain SWBT's responsibility. For "vanity" numbers, SWBT will provide a manual process until an electronic capability becomes available. All these processes will permit reservation of a

number, including, without limitation, a vanity number, for thirty days for consumer and business services;

2.2.3.1 When SWBT has initiated a suspension on a SWBT end user's account or disconnects an end user for nonpay, SWBT will not release the telephone number being used by the end user until such time as the end user's account has been paid in full. Conversely, SWBT agrees that when CLEC initiates a suspension on one of their resold end user's accounts or disconnects their end user for nonpay, SWBT will abide by the same provisions regarding telephone number release.

2.2.4 Determine if a service call is needed to install the line or service;

2.2.5 Provide service availability dates to the customer;

2.2.6 Provide information regarding the dispatch/installation schedule, if applicable;

2.2.7 Provide PIC options for intraLATA toll (when available) and interLATA toll;

2.2.8 Perform address verification.

2.3 All CSR data exchanged must be in English, not USOC or FID format. All other data will be in a mutually agreed upon nomenclature.

3.0 **Ordering Requirements**

3.1 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any Resale service for any CLEC local service customer. SWBT will implement any restoration priority on a per Resale service basis in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures.

3.2 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law.

3.3 When ordering a Resale service via a service order, CLEC may order from SWBT separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis. SWBT will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

3.4 Unless otherwise directed by CLEC when CLEC orders a Resale service, all pre- assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including,

but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, SWBT will work cooperatively with CLEC to remedy such occurrences over time.

- 3.5 SWBT will provide order format specifications to CLEC for all services, features, and functions available and for ancillary data required by SWBT to provision these services.
- 3.6 SWBT will provide CLEC with standard provisioning intervals for all designed and complex services.
- 3.7 SWBT will update the E911 service provider information and establish directory listings, including all information appropriate for residential or business listings and foreign listings, from CLEC's service order. SWBT will use a mechanized process to ensure that SWBT's directory listing, 911 and LIDB information for the end user is not deleted during the process of converting that customer to resold service provided by a CLEC.

4.0 Provisioning Requirements

- 4.1 Except in the event an CLEC local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any CLEC end user requested disconnection or rearrangement of Resale services unless directed by CLEC. Any CLEC customer who contacts SWBT regarding a change in CLEC service will be advised to contact CLEC. In those instances when any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP change notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.
- 4.2 Upon request from CLEC, SWBT will provide an intercept referral message that includes any new telephone number of an CLEC end user for the same period of time that SWBT provides such messages for its own end users. CLEC and SWBT will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SWBT for its own end users.
- 4.3 SWBT will provide CLEC with a Firm Order Confirmation (FOC) for each order (multiple Working Telephone Numbers (WTNs) may be included on one order). The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date, Service Order number. For orders submitted via EDI or LEX, SWBT's LASR system will process orders on a real time basis, rather than in a batch mode.
- 4.4 Upon work completion, SWBT will provide CLEC with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT will provide CLEC an 865 EDI transaction based Order Completion. This capability will be available when standards are completed by OBF and TCIF/EDI Committees or as agreed to by the Parties. For orders submitted via EDI or LEX, SWBT's LASR system

will process orders on a real time basis, rather than in a batch mode. Upon completion, for orders submitted via EDI or LEX, SOC's will be returned on a real-time basis and in accordance with Attachment 17.

- 4.5 Where available, SWBT will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of Resale services ordered by CLEC.
- 4.6 As soon as identified, SWBT will provide CLEC a 997 EDI transaction based Rejections/Errors notification occurring in any of the EDI data element(s) fields contained on any CLEC order. CLEC will provide 997s for the 855 and 865 EDI Transactions originating from SWBT.
- 4.7 When available, SWBT will provide CLEC an 855 EDI transaction based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Resale service. SWBT's implementation of this capability will be in accordance with industry guidelines promulgated by the Ordering and Billing Forum, and with the Change Management Process. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing CLEC access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim basis, where available, SWBT and CLEC will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed due date. SWBT has implemented and will maintain a mechanized interface between its Southwestern Held Order Tracking System ("SHOTS") interface and its EDI and LEX interface, via LASR to provide CLEC with electronic notification for jeopardy situations related to facility conditions.
- 4.8 When a SWBT employee visits the premises of an CLEC customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel.
- 4.9 SWBT technicians will direct CLEC customers to contact CLEC if CLEC customer requests a change in service at the time of installation.
- 4.10 SWBT will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC's approval prior to commencing construction under an CLEC order for such service.

- 4.11 When industry standards are established, and SWBT and CLEC mutually agree to an implementation schedule, SWBT will provide provisioning status notification for all provisioning orders issued to SWBT by CLEC.

5.0 Order Format and Data Elements for Resale Service

- 5.1 In ordering Resale services, CLEC and SWBT will utilize mutually agreeable standard industry order formats and data elements developed by the OBF. Industry standards do not currently exist for the ordering of Resale services. Therefore, until such standard industry order formats and data elements are developed by the OBF, CLEC will utilize the format described in this Section to address the specific data requirements necessary for the ordering of Resale services.
- 5.2 On or before the Effective Date of the Agreement, SWBT will provide order format specifications for all Resale services available to be ordered and all customer data required by SWBT from CLEC to provision these services.
- 5.3 CLEC and SWBT will agree upon the appropriate ordering and provisioning codes to be used for each Resale service. The Local Service Provider Electronic Ordering Form, as currently defined by the OBF, will be utilized by SWBT for the ordering of services via electronic interface. The Manual Ordering Form, when defined by the OBF, will be implemented by SWBT for manual service orders.
- 5.4 Each order for a Resale service will contain the following order-level sections as currently defined by the OBF: Administration, Bill, Contact, and End User information.
- 5.5 In addition to the above OBF sections, CLEC will provide provisioning data in the format defined below when ordering Resale services. CLEC will provide data in the following provisioning categories, such data to be provided on the OBF ordering form as completed data fields:

Activity. The activity field will include one of the following entries:

- (A) Add. This will apply when a new service is being ordered;
- (C) Change. This will apply when an CLEC customer's existing service is being altered in some way, e.g., "moved as specified" (migrate with change), "move as is" (conversion);
- (D) Disconnect. This will apply when an existing service is being completely disconnected;
- (R) Record Only. This will apply when there is no physical or logical work required and all that is necessary is the update of SWBT's internal records.

6.0 Order Activity Description.

- 6.1 For each activity, a further description of the Order Activity may be required. The following Order Activity Descriptions may be applied to any Add, Change, Disconnect or Record Only order. In some cases, more than one of these may apply to a particular order:

Modify: This will apply when the order has been modified in some way;

Cancel: This will apply when the order has been canceled, and no provisioning activity related to that order is to be completed;

Expedite: This will apply when the provisioning activity is required to be completed prior to the committed Due Date. The customer requested Due Date category will reflect the date the activity needs to be completed;

Sequence: This will apply when components of the order must be worked in the proper sequence, or when components of the order are sequentially related to components of another order;

Coordinated: This will apply when components of the order must be worked simultaneously, or when components of the order must be coordinated with components of another order;

Suspend: This will apply when a functionality is to be suspended until further notice. The exact nature of the suspension will be reflected within the body of the order. This field will be used with a C (Change) Order Activity;

Restore: This will apply when a previously suspended functionality is to be restored. This field will be used with a C (Change) Order Activity.

7.0 Performance Metrics

- 7.1 When CLEC places an order, SWBT will specify a DD based on force availability. In the event a DD other than that specified is requested by the CLEC customer, CLEC will contact SWBT and the Parties will negotiate a DD based on that request. SWBT will not complete the order prior to the DD or later than the DD unless authorized by CLEC.
- 7.2 Within two (2) business hours after a request from CLEC for an expedited order, SWBT will notify CLEC of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8 a.m. and 5 p.m.

- 7.3 Once an order has been issued by CLEC and CLEC subsequently requires a new DD that is sooner than the committed DD, CLEC will issue an expedited modify order. SWBT will notify CLEC within two (2) business hours of the status of the order requesting the new DD.
- 7.4 CLEC and SWBT will agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SWBT will notify CLEC of any modifications to these contacts within one (1) week of such modifications.
- 7.5 SWBT will provide: (a) percent missed DD; (b) percent right the first time (non-designed - 10 days; designed - 30 days); (c) percent no access (non-designed) (a, b, and c will be measured and reported on a monthly basis by SWBT for both CLEC customers and SWBT customers); and (d) LSC response time. SWBT will provide the same level of service to CLEC customers as it provides to its own customers.
- 7.6 When new processes and electronic interfaces are implemented between CLEC and SWBT, SWBT and CLEC will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and CLEC. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.
- 8.0 Operational Readiness Test (ORT) for Pre-Ordering, Ordering/Provisioning**
- 8.1 SWBT will participate with CLEC in Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of Resale services. ORT will be completed in conformance with agreed upon implementation dates. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.
- 9.0 Pricing**
- 9.1 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.
- 10.0** SWBT will issue a credit to CLEC where such credit is due, whether on any bill on which double billing may occur or otherwise. When SWBT determines that such credit is due, SWBT will issue this credit within thirty (30) days.

ATTACHMENT 3: MAINTENANCE - RESALE**1.0 General Requirements**

- 1.1 SWBT will provide repair, maintenance, testing, and surveillance for all Resale services in accordance with the terms and conditions of this Attachment.

2.0 Maintenance Requirements

- 2.1 SWBT will provide maintenance for all Resale services ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.

3.0 Electronic Bonding

- 3.1 SWBT and CLEC agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228 to support repair and maintenance of Resale services.
- 3.2 CLEC and SWBT agree to work together to implement Phase I of EBI as set forth in Fault Management Electronic Bonding Interface for Local Service - Version 2, Draft 1, dated September 12, 1996, or as subsequently modified and provided to SWBT by January 15, 1997. Phase 1 is scheduled to be completely operational not later than seven (7) months after the Effective Date of the Agreement, with testing beginning not later than three (3) months after the Effective Date of the Agreement. If CLEC fails to begin testing within three (3) months after the Effective Date of the Agreement, SWBT will require CLEC to negotiate new testing and completely operational dates. Phase 1 of EBI will provide the following functions:
- a) the ability to enter a new trouble ticket electronically;
 - b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket;
 - c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;
 - d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type.
- 3.3 SWBT and CLEC agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly

agreed upon) which will provide CLEC the following capabilities, including, but not limited to:

- a) performing feature and line option verification and requesting corrections;
- b) performing network surveillance (e.g., performance monitoring);
- c) initiating and receiving test results;
- d) receiving immediate notification of missed appointments;
- e) identifying cable failures by cable and pair numbering.

SWBT agrees to notify CLEC of upgrades to existing test systems and the deployment of new test systems within SWBT and to negotiate with CLEC to allow CLEC to use such systems through a controlled interface.

- 3.4 SWBT and CLEC will modify the EDI to incorporate updates to the applicable ANSI and ECIC standards referenced above unless the Parties agree to defer or forego a particular modification.

4.0 Repair Service Response

- 4.1 SWBT technicians will provide repair service that is at least equal in quality to that provided to SWBT customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SWBT customers. CLEC and SWBT agree to use the severity and priority restoration guidelines set forth in SWBT MMP 94-08-001 dated April 1996, and as subsequently modified.

5.0 Intercompany Communications

- 5.1 The SWBT Network Management Service Center ("NMSC") will utilize the CLEC Network Management Center ("NMC") as the Single Point of Contact to notify CLEC of the existence, location, and source of all emergency network outages affecting an CLEC customer. The CLEC Customer Network Service Center ("CNSC") or the CLEC NMC may call the SWBT NMSC in order to discuss scheduled activities that may impact CLEC Customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

6.0 Emergency Restoration Plan

- 6.1 SWBT will provide CLEC with mutually agreed upon emergency restoration and disaster recovery plans. Such plans will include, at a minimum, the following:

- a) disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19, 1996, and Local Operations Center (LOC) Disaster Recovery Plan Summary dated April 22, 1996, and as subsequently modified;
- b) establishment of a SWBT Single Point Of Contact (SPOC) responsible for initiating and coordinating the restoration of all Resale services. The SWBT NMSC will notify CLEC's NMC of activities involving the central office and interoffice network and the SWBT LOC will notify the CLEC CNSC of any local loop facility when the LOC becomes aware of the local loop facility failure;
- c) establishment of the SWBT LOC as the single point of contact to provide CLEC with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process;
- d) methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
- e) methods and procedures for reprovisioning of all Resale services after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SWBT TSP services for restoration. SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;
- f) site specific disaster recovery plans for LOC and LSC provisioning work centers in accordance with LOC Disaster Recovery Plan Summary dated April 22, 1996, and SWBT LSC Plan dated June 4, 1996, and as subsequently modified;
- g) site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified;
- h) generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices, Commercial Power, Facility Outages dated May 13, 1996, and as subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.

7.0 Misdirected Repair Calls

- 7.1 All misdirected repair calls to SWBT from CLEC customers will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SWBT will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SWBT's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SWBT customers to a SWBT designated number.

8.0 Repair Procedures

- 8.1 SWBT agrees to the following:

- 8.1.1 Prior to Electronic Bonding Interface (EBI), CLEC will refer repair calls to the SWBT LOC by telephone or via the Toolbar Trouble Administration Interface (Toolbar). After implementation of EBI, CLEC may from time to time call the SWBT LOC. In either event, the following will apply: The SWBT LOC will answer its telephone and begin taking information from CLEC at the same level of service as provided to SWBT's customers when calling the Customer Service Bureau ("CSB"). The Speed of Answer performance will be provided monthly once the LOC has the equipment to measure calls and the data provided will be for all calls for all LSPs answered by the LOC.

- 8.1.2 The SWBT LOC will be on-line and operational twenty-four (24) hours per day, seven (7) days per week. CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance applicable to this Agreement (via an 800 number to the CNSC) 24 hours per day, seven (7) days a week.

The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in Section 6.2 of the SWBT & AT&T Joint Implementation Agreement for the Electronic Bonding Project, Version 1, dated November 2, 1994, or as subsequently modified or as otherwise agreed upon.

- 8.1.3 While in manual mode operation, SWBT will provide CLEC "estimated time to restore." The SWBT LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SWBT for a maximum of four months after CLEC's market entry date in SWBT states, or until this capability is available through EBI, or until CLEC elects to utilize the CNA program to obtain this status. The status of all other tickets will be given to the CLEC CNSC through

the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) or another agreed upon method and will include all "closed tickets" from the previous day (including No Access and closed troubles).

8.1.4 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.

8.1.5 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Resale service:

- a) speed of answer in the LOC - Note: Comparison will be made against the results for speed of answer in SWBT's CSBs (where SWBT's customers call in to refer troubles directly);
- b) percent missed commitments for nondesigned services;
- c) average outage duration time: nondesigned - receipt to clear; designed - mean time to repair;
- d) percent right the first time (repeat reports): nondesigned - 10 days; designed - 30 days;
- e) percent report rate nondesigned - Note: Comparison will be applicable only after CLEC's customer base equals or exceeds 300,000 lines;
- f) percent no access - nondesigned.

The above performance measurements will be measured and reported to CLEC on a monthly basis by SWBT for both CLEC customers and SWBT customers. If the quality of service provided to CLEC customers based on these measurements is less than that provided to SWBT customers for three (3) consecutive months, or if the average quality of service for a six (6) month period is less than that provided to SWBT customers, CLEC may request a service improvement meeting with SWBT.

8.1.6 For purposes of this Section, a Resale service is considered restored or a trouble resolved when the quality of a Resale service is equal to that provided before the outage or the trouble occurred.

9.0 Escalation Procedures

9.1 SWBT will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SWBT management personnel who are responsible for maintenance issues. CLEC acknowledges that the procedures set forth in SWBT's LOC

POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list meet the requirements of this Section.

10.0 Premises Visit Procedures

- 10.1 SWBT Maintenance of Service Charges, when applicable, will be billed by SWBT to CLEC, and not to CLEC's end-user customers.
- 10.1.1 Dispatching of SWBT technicians to CLEC Customer premises shall be accomplished by SWBT pursuant to a request received from CLEC.
- 10.1.2 When a SWBT employee visits the premises of an CLEC local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel.
- 10.1.3 If a trouble cannot be cleared without access to CLEC's local customer's premises and the customer is not at home, the SWBT technician will leave at the customer's premises a CLEC branded "no access" card requesting the customer to call CLEC for rescheduling of repair.

11.0 New Circuit Testing

- 11.1 SWBT will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by CLEC in order to identify any new circuit failure performance problems. CLEC will utilize routine maintenance procedures for reporting troubles.
- 11.2 Toolbar will be utilized by CLEC on an interim basis until the full implementation of EBI in order to initiate and receive test results on POTS resale services.

12.0 Pricing

- 12.1 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale

13.0 MLT Testing

- 13.1 SWBT agrees to provide access to MLT testing to allow CLEC to test its end user lines for resold SWBT services. SWBT will make MLT testing functionality available through SWBT's Toolbar Trouble Administration to allow CLEC to test its end-user lines for resold SWBT POTS services.

ATTACHMENT 4: CONNECTIVITY BILLING - RESALE**1.0 General**

This Attachment 4: Connectivity Billing-Resale describes the requirements for SWBT to bill all charges CLEC incurs for purchasing Resale services.

2.0 Billable Information And Charges

- 2.1 In accordance with this Agreement, SWBT will bill those charges CLEC incurs as a result of CLEC purchasing Resale services from SWBT (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") will be formatted in accordance with EDI for Resale services. CLEC will translate the EDI formatted bills to meet CABS/BOS specifications. SWBT will assist CLEC with EDI mapping. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Resale services ordered by CLEC to which Connectivity Charges apply. Each Connectivity Bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC.
- 2.2 SWBT will provide CLEC a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to CLEC for those Resale services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill, including Auxiliary Service Information, provided by SWBT to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; (4) any known unbilled usage sensitive charges for prior periods; (5) any known unbilled adjustments; and (6) any Customer Service Record (CSR) for all flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to CLEC. Connectivity Bills will not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date.
- 2.4 Each Party will provide the other Party at no charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 4: Connectivity Billing - Resale.
- 2.5 SWBT will assign to CLEC one Billing Account Number (BAN) per Regional Accounting Office (RAO) for consumer and one BAN per RAO for business.

3.0 Issuance of Connectivity Bills - General

- 3.1 SWBT will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section. SWBT will establish monthly billing dates (Bill Date) for each BAN, as further defined in the EDI/BOS document, which Bill Date will be the same date month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Multiple BANs for each Regional Accounting Office (RAO) will be provided as part of a single EDI transmission. All Connectivity Bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment 4: Connectivity Billing - Resale), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree) will be deemed received the next business day. If CLEC fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days the Connectivity Bill is late.
- 3.2 If CLEC requests an additional copy(ies) of a bill, CLEC will pay SWBT a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 3.3 To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SWBT reasonable (within 24 hours) notice if a Connectivity Billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC at SWBT's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 4: Connectivity Billing - Resale.

4.0 Electronic Transmissions

- 4.1 SWBT will electronically transmit Connectivity Billing information and data for Resale services in the appropriate EDI format via Connect: Direct as outlined in SWBT's Electronic Commerce Customer Guide dated May 1995, or as the Parties may otherwise agree. The Parties agree that a T1.5 or 56kb circuit to the gateway for Connect: Direct is required. If SWBT has an established Connect: Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. SWBT and CLEC will provide each other appropriate Connect: Direct Node IDs. Any change to either Party's Connect: Direct

Node IDs must be sent to the other Party no later than twenty-one (21) calendar days before the change takes effect.

5.0 Tape or Paper Transmissions

- 5.1 In the event either Party does not have Connect: Direct capabilities upon the Effective Date of this Agreement, such Party agrees to establish Connect: Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SWBT). Connectivity billing information and data for payment contained on magnetic tapes or paper will be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data will not be returned to the sending Party.

TO CLEC:

Tape Transmissions via U.S. Mail:	Vice President, National Carrier and Contract Management MCImetro Access Transmission Services, LLC 2520 Northwinds Parkway Alpharetta, GA 30004
Tape Transmissions via Overnight Delivery:	Vice President, National Carrier and Contract Management MCImetro Access Transmission Services, LLC 2520 Northwinds Parkway Alpharetta, GA 30004
Paper Transmissions via U.S. Mail:	Vice President, National Carrier and Contract Management MCImetro Access Transmission Services, LLC 2520 Northwinds Parkway Alpharetta, GA 30004
Paper Transmissions via Overnight Delivery:	Vice President, National Carrier and Contract Management MCImetro Access Transmission Services, LLC 2520 Northwinds Parkway Alpharetta, GA 30004

The Parties will develop the format for paper or tape transmission as part of the implementation process.

6.0 Testing Requirements

- 6.1 At least ninety (90) days prior to SWBT sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 days prior to changing mechanized formats, SWBT will send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment 4: Connectivity Billing - Resale. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the Connectivity Bill. When SWBT meets mutually agreed testing specifications, SWBT may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

7.0 Additional Requirements

- 7.1 SWBT agrees that if it transmits data to CLEC in a mechanized format, SWBT will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for CLEC to process Connectivity Billing information and data:
- a) The BAN shall not contain embedded spaces or low values;
 - b) The Bill Date shall not contain spaces or non-numeric values;
 - c) Each Connectivity Bill must contain at least one detail record;
 - d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8.0 Bill Accuracy Certification

- 8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, SWBT will be responsible for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, CLEC and SWBT will develop the processes and methodologies required for Resale services bill certification.

9.0 Payment Of Charges

- 9.1 Subject to the terms of this Agreement, CLEC and SWBT will remit the billed amount within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due

date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.

- 9.2 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to the other Party's bank account. At least thirty (30) days prior to the first transmission of Connectivity Billing data and information for payment, SWBT and CLEC will provide each other the name and address of their respective banks, their respective accounts and routing numbers and to whom Connectivity Billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. The Parties will electronically transfer funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. In the event CLEC receives multiple Connectivity Bills from SWBT which are payable on the same date, CLEC may remit one payment for the sum of all Connectivity Bills payable to SWBT's bank account specified in this subsection. Each party will provide the other party with a contact person for the handling of Connectivity Billing payment questions or problems.

10.0 Examination Of Records

- 10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times, CLEC or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the Connectivity Charges to CLEC under this Attachment 4: Connectivity Billing - Resale.

11.0 Pricing

- 11.1 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.

ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA - RESALE

1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions for SWBT's provision of Usage Data (as defined in this Attachment) to CLEC. Usage Data will be provided by SWBT to CLEC when CLEC purchases Resale services from SWBT.

2.0 General Requirements for Usage Data

- 2.1 SWBT's provision of Usage Data to CLEC will be in accordance with performance metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. SWBT's performance based on such performance metrics will be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such performance metrics until six months after CLEC begins providing local services to customers.
- 2.2 SWBT will retain Usage Data in accordance with CLEC Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), subject to applicable laws and regulations.

3.0 Usage Data Specifications

- 3.1 SWBT will provide usage data for CLEC Customers using SWBT-provided Resale services. Usage Data includes, but is not limited to, the following categories of information:
- a) Completed calls;
 - b) Use of CLASS/LASS/Custom Features;
 - c) Calls to Directory Assistance where SWBT provides such service to an CLEC customer;
 - d) Calls completed via SWBT - provided Operator Services where SWBT provides such service to CLEC's Local Service customer;
 - e) Station level detail for SWBT - provided CENTREX and PLEXAR families of services;
 - f) Complete call detail and complete timing information for Resale services.

SWBT will provide Usage Data for completed calls only for service offerings that SWBT records for itself (e.g., Local Measured Services).

- 3.2 SWBT will provide Usage Data to CLEC only for CLEC Customers. SWBT will not submit other carriers' local usage data as part of the CLEC Usage Data.

4.0 Usage Data Format

- 4.1 SWBT will provide Usage Data in the EMR format and by category, group and record type, as specified in the CLEC Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), or as otherwise agreed to by the Parties.
- 4.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMR call record.
- 4.3 End user customer usage records and station level detail records will be in packs in accordance with EMR standards.

5.0 Usage Data Reporting Requirements

- 5.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.
- 5.2 SWBT will provide Usage Data for Resale services to CLEC locations as agreed to by the Parties.
- 5.3 SWBT will transmit formatted Usage Data to CLEC via CONNECT: Direct or as otherwise agreed to by the Parties.
- 5.4 CLEC and SWBT will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. CLEC will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of usage data to CLEC.
- 5.5 SWBT will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the Parties.
- 5.6 SWBT will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 5.7 The Usage Data EMR format, content, and transmission process will be tested not later than three (3) months after the Effective Date of the Agreement or as otherwise mutually agreed to by both Parties.

6.0 Alternatively Billed Calls

- 6.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects." Calls that are placed using CLEC Resale service and billed to a SWBT line or other LEC or LSP are called "Outcollects."
- 6.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). SWBT will transmit

such data to CLEC on a daily basis. CLEC as the LSP will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end-user billing. CLEC will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of outcollect messages to CLEC. CLEC will be compensated by the billing company for the revenue it is due. In addition, CLEC will compensate SWBT for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement.

- 6.3 Incollects: SWBT will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"). SWBT will transmit such data to CLEC on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4: Connectivity Billing-Resale of this Agreement and the credit will be \$.05 per billed message. CLEC will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of incollect messages to CLEC.

7.0 Local Account Maintenance

- 7.1 When CLEC purchases Resale services from SWBT, SWBT will provide CLEC with local account maintenance as described in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties. These procedures are in addition to the service order procedures set forth in Attachment 2: Ordering and Provisioning-Resale to the Agreement. SWBT's provision of local account maintenance data will be in accordance with Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. Such Performance Metrics will address issues of timeliness, accuracy and completeness. SWBT's performance based on such Performance Metrics will be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of local account maintenance data will not be required to meet such Performance Metrics until six months after CLEC begins providing Resale services to customers.
- 7.2 When any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP notification change process, contained in Local Account Maintenance Methods and Procedures, dated July 29, 1996, or as otherwise agreed to by the parties. CLEC will pay to SWBT a per transaction charge of eight cents (\$0.08) for each WTN transmitted for SWBT's transmission of the change notification.

8.0 Pricing

- 8.1 SWBT will bill and CLEC will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.
- 8.2 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS**1.0 Introduction**

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

2.0 General Terms and Conditions

- 2.1 SWBT will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with SWBT's network for access to unbundled Network Elements for the provision by CLEC of a telecommunications service. If the point designated by CLEC is technically feasible SWBT will make the requested connection.
- 2.2 CLEC may combine any unbundled Network Element with any other element without restriction. Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services. This paragraph does not limit CLEC's ability to purchase services under SWBT's resale tariff while also utilizing the UNE provisions of this agreement to the same end use customer.
- 2.3 CLEC may use one or more Network Elements to provide any technically feasible feature, function, or capability that such Network Element(s) may provide.
- 2.4 SWBT will provide CLEC nondiscriminatory access to the unbundled Network Elements provided for in this Attachment, including UNE combinations. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a telecommunications service under this Agreement. SWBT will allow CLEC to order each Unbundled Network Element, including UNE combinations, in order to permit CLEC to combine such Unbundled Network Elements with other Unbundled Network Elements obtained from SWBT or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. Any request by CLEC for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 2.22.

- 2.4.1 SWBT will provide the requested Unbundled Network Elements, including UNE combinations, with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SWBT provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the BFR process.
- 2.5 For each Network Element, to the extent appropriate, SWBT will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main Distribution Frame) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SWBT provides contiguous Network Elements to CLEC, SWBT may provide the existing interconnections.
- 2.6 Various subsections below list the Network Elements that SWBT has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. SWBT may make additional Network Elements available pursuant to the terms of Section 2.22 of this Attachment. Notwithstanding SWBT's ability to challenge the provision of new UNEs pursuant to the "necessary and impair" standards of Section 251(d)(2) of Title 47, United States Code, SWBT agrees, absent a stay or reversal on appeal, to make such new UNEs available under the provisions of Section 14.5.
- 2.7 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the telecommunications services provided by CLEC through the use of those elements.
- 2.8 Except upon request, SWBT will not separate requested network elements that are currently combined.
- 2.9 Where Unbundled Network Elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs, unless such element is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.
- 2.10 This Section Intentionally Left Blank
- 2.11 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.12 SWBT will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of SWBT's business. Such activities may include, but are not

limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SWBT and CLEC.

- 2.13 The use of the term "purchase" herein notwithstanding, network elements provided to CLEC under the provisions of this Attachment will remain the property of SWBT.
- 2.14 The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- 2.15 CLEC's use of any SWBT Unbundled Network Element, or of its own equipment or facilities in conjunction with any SWBT Unbundled Network Element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation.
- 2.16 SWBT and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what SWBT provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.

2.17* Performance of Network Elements

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

* Sections resulting from arbitrated outcome of Docket TO-2002-222

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

- 2.17.2 SWBT will provide a SWBT Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Element.
- 2.17.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.17.4 Where SWBT is required to provide six or twelve month notice to CLEC pursuant to Section 2.17.3, CLEC may submit a request within thirty (30) days of CLEC's receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SWBT is permitted to provide less than six months notice, CLEC may submit such request within ten days of CLEC's receipt of SWBT's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, SWBT, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by CLEC, including any expenses associated with changes in facilities, operations or procedure of SWBT, network protection criteria, or operating or maintenance characteristics of the facilities. To the extent requested characteristics are not specifically provided for therein, CLEC's request will be considered under the BFR Process and the process will be completed prior to modifying CLEC's affected element.
- 2.17.5 For elements purchased through the BFR Process, SWBT, in its discretion, will determine whether it can offer the applicability of the preceding paragraph on a case by case basis.
- 2.17.6 For each Network Element provided for in this Attachment, SWBT Technical Publications or other written descriptions meeting the requirements of this section

will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.

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

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

2.19 This Section Intentionally Left Blank

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

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

2.22 Bona Fide Request (BFR) Process*

2.22.1 The Bona Fide Process is a process, which a CLEC can utilize to request elements, which do not currently exist in the CLEC's contract. This includes new unbundled elements or modifications to previously identified network elements. This BFR process is utilized for Unbundled Network Elements (UNE) and interconnection facilities. SWBT uses the BFR process to determine technical feasibility of Interconnection or the provisioning of Unbundled Network Elements. For those items found to be technically feasible, the BFR process is used to provide the terms and timetable for providing the requested items. The details associated with the BFR are attached in Appendix A to this Agreement. Forms associated with the BFR may be found in SWBT's CLEC On-Line Handbook.

3.0 Network Interface Device

3.1 The Network Interface Device (NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections.

3.2 CLEC personnel may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Should CLEC request SWBT to disconnect its loop from the customer's inside wire, SWBT will charge CLEC a non recurring charge as reflected on Appendix Pricing

* Sections resulting from arbitrated outcome of Docket TO-2002-222