UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by SWBT based on Time and Materials charges as reflected on Appendix Pricing UNE - Schedule of Prices labeled "Time and Materials Charges".

3.3 To the extent a SWBT NID exists, it will be the interface to customers' premises wiring unless CLEC and the customer agree to an interface that bypasses the SWBT NID.

3.4 CLEC will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SWBT NID, unless CLEC and the customer agree to an alternate interface as provided for in Section 3.3.

3.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs.

3.6 The SWBT NIDs that CLEC uses under this Attachment will be those installed by SWBT to serve its customers.

3.7 CLEC will not attach to or disconnect SWBT's ground. CLEC will not cut or disconnect SWBT's loop from its protector. CLEC will not cut any other leads in the NID. CLEC will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. CLEC will tighten all screws or lugs loosened by CLEC in the NID's enclosure and replace all protective covers.

4.0 Local Loop

4.1 Definition: A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user customer premises.

4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing UNE - Schedule of Prices the types of unbundled loops in Sections 4.2.1 through 4.2.4. When CLEC orders an unbundled loop, CLEC will be provided a termination on whatever NID, if any, connects the loop to the customer premises, without additional charge.

4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.

4.2.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

4.2.4 The 4-Wire digital loop 1.544 Mbps loop will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

4.2.5 Nothing in the loop definitions provided above is intended to limit a CLEC from using UNE loops to transmit signals in the ranges as specified in Attachment DSL-MO, which forms a part of this Agreement. SWBT agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of Attachment DSL-MO and the general terms and conditions applicable to UNEs (sections 2.0 - 2.22.11, *supra*).

4.3 CLEC may request and, to the extent technically feasible, SWBT may agree to provide additional loop types and conditioning, including, without limitation, loops capable of carrying DS3 signals, pursuant to the BFR process. The availability of a loop type, *e.g.*, DS3 loop, through the BFR process does not limit the availability to CLEC of equivalent functionality through the dedicated transport entrance facilities that are available to CLEC and priced under this Agreement, *e.g.*, DS3 Entrance Facility.

4.4 When CLEC owns or manages its own switch and requests an unbundled Loop to be terminated on CLEC's switch and the requested loop is currently serviced by SWBT's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of CLEC's request notify CLEC of the lack of available facilities. CLEC may request alternative arrangements through the BFR process. This section does not apply when CLEC orders a Loop/Switch port combination from SWBT.

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

4.6 Subloop Elements

SWBT will provide subloop elements as unbundled network elements in the following manner.

4.6.1 Distribution: SWBT will offer as an unbundled element the segment of the local loop extending between a remote terminal (RT) site (located in a hut, CEV, or cabinet) and the end user premises. Loop distribution will be provided for each of the unbundled loop types described in Sections 4.2.1 through 4.2.4 preceding. Loop distribution is only available where digital loop carrier exists in the loop route. SWBT is not required to offer the segment of the loop between a Feeder Distribution Interface (FDI) and the RT site, or the FDI and the end user premises, as a separate unbundled network element.

4.6.1.1 When CLEC purchases the subloop element called loop distribution, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Subloop Distribution".

4.6.2 Feeder: in the feeder segment of the loop, only the dark fiber and the 4-wire copper cable that is conditioned for DS-1 must be offered as unbundled network elements. SWBT must provide dark fiber in the feeder segment of the loop as an unbundled network element under the following conditions: SWBT will offer its dark fiber to CLEC but may offer it pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months' notice by SWBT. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after CLEC's initial request for dark fiber. Thereafter, within 30 days from its receipt of an CLEC request for dark fiber feeder, SWBT either will grant the request and issue an appropriate lease or deny the request and provide CLEC with a written explanation demonstrating SWBT's need to use the specific fiber requested by CLEC within the twelve month period following CLEC's request. To exercise its right of revocation, SWBT will demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP. An LSP, including CLEC, may not, in a twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular feeder segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that the LSP is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SWBT may revoke the lease agreement with an LSP and provide the LSP a reasonable and sufficient alternative means of transporting the traffic. SWBT will provide CLEC physical access to, and the right to connect to, the feeder provided under this section in a remote terminal site which may include cabinets, huts, or vaults as appropriate, as further specified in the lease for that segment and consistent with the collocation provisions of this Agreement and any applicable collocation tariffs. Consistent with the definition of loop feeder, dark fiber or 4 wire DS1 will be terminated in the central

office on a main distribution frame or its equivalent and will be terminated on an appropriate termination panel at a remote terminal site.

4.6.2.1 When CLEC purchases dark fiber in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber" under the heading "Subloop - Feeder".

4.6.2.2 When CLEC purchases 4-Wire Copper cable that is conditioned for DS1 in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "DS1 4-Wire Copper" under the heading "Subloop - Feeder".

4.6.3 Digital Loop Carrier: the DLC will be offered as an unbundled network element but SWBT is not required to offer further unbundling of the DLC. DLC will be offered as an unbundled element on a case by case basis through the BFR Process.

5.0 Local Switching

5.1 Definition: The local switching element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number, dial tone, signaling and access to 911, access to operator services, access to directory assistance, and features and functions necessary to provide services required by law. In addition, the local switching element includes all vertical features that the switch is capable of providing, including custom calling, CLASS features, and Centrex-like capabilities as well as any technically feasible customized routing, blocking/screening, and recording functions.

5.1.1 The local switching element also includes access to all call origination and completion capabilities (including intraLATA and interLATA calls), and CLEC is entitled to all revenues associated with its use of those capabilities, including access and toll revenues. SWBT will provide CLEC with recordings which will permit it to collect all access or toll revenues associated with the use of the local switching element.

5.2 Technical Requirements

5.2.1 SWBT will provide the local switching element so that the dialing plan associated with the port will be equal to the dialing plan established in the office for SWBT's own customers. When the established dialing plan calls for 10 digit dialing, it will apply equally to Unbundled Local Switching purchased by CLEC.

5.2.2 Except as required to fulfill CLEC requests for customized routing, SWBT's Local Switching element will route local calls on SWBT's common network (i.e., Common Transport) to the appropriate trunk or lines for call origination transport according to the same criteria that SWBT applies to its own calls.

5.2.3 SWBT should route all local operator services and directory assistance calls to a single destination designated by CLEC where technically feasible.

5.2.3.1 Subject to the above, SWBT will provide Customized Routing with Unbundled Local Switching or Resale only according to the following conditions: Customized Routing will only be permitted on a class of call basis (i.e., all Directory Assistance Calls and/or all Operator Services calls (or all local calls for Unbundled Local Switching only) must be routed to the same dedicated facility.) CLEC may request additional types of Customized Routing for local calls through the BFR Process.

5.2.3.2 Permanent prices for AIN Customized Routing are found in Appendix Pricing UNE – Schedule of Prices. The AIN Customized Routing prices also will apply to Customized Routing in any Missouri local switches that are not AIN compatible, and SWBT will supply Customized Routing for these switches through the Line Class Code method or other method agreed upon by the parties.

5.2.3.3 Intentionally left blank

5.2.3.4 For particular customer serving arrangements in which Customized Routing is not available through AIN, if CLEC requests Customized Routing of OS/DA calls by the Line Class Code method (LCC), CLEC will pay rates to be established by future negotiation or arbitration. If CLEC does not so request, Customized Routing will be unavailable and the customer's operator services and directory assistance calls will be routed to the SWBT OS/DA platform as defined in Attachment 22 DA-Fac and Attachment 23 OS-Fac. CLEC will pay appropriate OS/DA charges for SWBT to properly handle such calls to SWBT's OS/DA platform found in Attachment 22 DA-Fac and Attachment 23 OS-Fac. The particular customer serving arrangements in which customized routing is not available through AIN consist of the following: end user service with voice activated dial served out of a 5ESS switch; coin services where SWBT's network

rather than the telephone provides the signaling; hotel/motel services; and certain CENTREX-like services with features that are incompatible with AIN.

5.2.4 Customized Routing of CLEC Directory Assistance and Operator Services; Call Blocking/Screening

5.2.4.1 Where CLEC purchases Unbundled Local Switching or Resale 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 calls from CLEC customers for Directory Assistance and Operator Services to CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with this Attachment.

5.2.4.2 SWBT agrees to provide CLEC the AIN solution for customized routing in each of its end offices.

5.2.4.2.1 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls (IDDD) and toll calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law. In those end offices where AIN is deployed, there will be no additional charge for blocking/screening for the above listed standard blocking/screening capabilities.

5.2.4.2.2 When CLEC uses unbundled local switching and requests blocking/screening for one of those particular customer serving arrangements that are not AIN compatible, SWBT will provide blocking/screening via special line class codes at rates to be negotiated by the Parties. The particular customer serving arrangements consist of the following: end user service with voice activated dial served out of a 5ESS switch; coin services where SWBT's network rather than the telephone provides the signaling; hotel/motel services; and certain CENTREX-like services with features that are incompatible with AIN.

5.2.4.3 SWBT has deployed customized routing via AIN technology. SWBT will provide Customized Routing via LCC technology at the request of CLEC.. In the event a CLEC specifically requests an LCC in any local switch where AIN is implemented, SWBT shall provide a forward-looking cost estimate to the CLEC through the BFR _Process, provided that such LCC needs to be developed to accommodate the CLEC's customized routing requirement or calling scope. CLEC will pay the costs for implementing the request, provided that, if CLEC does not agree with SWBT's proposed charges for LCC customized routing, SWBT will submit its costs and proposed prices to the Commission for approval in accordance with TELRIC requirements, and CLEC will only be required to pay the prices approved by the Commission. If a CLEC requests an LCC in a switch

where that LCC is already implemented and used by SWBT, no charge as related to development of such LCC applies.

5.2.4.4 SWBT will make available to CLEC the ability to route all local Directory Assistance and Operator Services calls (e.g., 1+411, 0-, and 0+ seven or ten digit local, 1+HNPA+555-1212) dialed by CLEC Customers to the CLEC Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter or intraLATA PIC process directed by the FCC. To the extent that intraLATA calls are routed to CLEC OS and DA platforms, CLEC may complete such calls and receive the associated revenue.

5.2.4.5 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 (i.e., sent paid).)

5.2.4.6 SWBT will provide the functionality and features within its LS to route CLEC dialed 0/0+ local calls to CLEC. (Designated trunks via operator services Feature Group C signaling.)

5.2.4.7 Intentionally left blank

5.2.4.8 Intentionally left blank

5.2.4.9 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.

5.2.4.10 Intentionally Omitted.

5.2.5 SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

5.2.6 SWBT will perform testing through the Local Switching element for CLEC customers in the same manner and frequency that it performs such testing for its own customers for an equivalent service.

5.2.7 SWBT will repair and restore any SWBT equipment or any other maintainable component that may adversely impact Local Switching.

5.2.8 SWBT will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call

Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. CLEC agrees to respond to SWBT's notifications regarding network congestion.

5.2.9 SWBT will perform, according to its own procedures and applicable law, manual traps as requested by designated CLEC personnel (Attachment 16: Network Security) and permit customer originated call trace (Attachment 1: Resale, Appendix Services/Pricing). CLEC will obtain all necessary legal authorization for the call trace.

5.2.10 SWBT will record billable events, where technically feasible, and send the appropriate billing data to CLEC as outlined in Attachments 9 and 10.

5.2.11 SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. CLEC requests for use of SWBT adjuncts will be handled through the BFR process, solely for the purpose of invoking CLEC developed software for use by CLEC end-users.

5.2.12 SWBT will provide Usage Data and trouble history regarding a customer line, upon CLEC's request as provided in Attachment: 8 and Attachment: 10.

5.2.13 SWBT will allow CLEC to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are available or as may be requested by the BFR process. When CLEC purchases Unbundled Local Switching (ULS), SWBT will provide CLEC the vertical features that the switch is equipped to provide.

5.3 Interface Requirements:

5.3.1 Unbundled Local Switching (ULS) Port includes the central office switch hardware and software required to permit the transport or receipt of information over the SWBT local switching network or other interconnected networks. The ULS Port provides access to all features, functions and capabilities of the local switch. The ULS Port charge includes the charges for cross connect to the main distribution frame or DSX panel. SWBT will provide the following switch ports:

5.3.1.1 Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications including centrex-like applications. When CLEC orders a Loop/Switch combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and an Analog Line Port charge.

5.3.1.2 Analog (DID) Trunk Port: A trunk side switch connection used for voice communications via customer premises equipment primarily provided by a Private Branch Exchange (PBX) switch.

5.3.1.3 DS1 Trunk Port: A digital trunk side switch connection that provides the equivalent of 24 paths used primarily for voice communications via customer premises equipment provided by a PBX switch (4 wire).

5.3.1.4 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities including centrex-like applications. When CLEC orders a Loop/Switch combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and a BRI Port charge.

5.3.1.5 ISDN Primary Rate Interface (PRI) Port: switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities. Analog line port numbers (POTS) that are requested to be routed to this PRI trunk side port will be priced separately. The price for accomplishing this function is contained in Appendix Pricing UNE Schedule of Prices under "DS1 Digital Trunk Port" and labeled "Regular Numbers."

5.3.1.6* Input/Output (I/O) Port: Provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port). CLEC must have access to full functionality of the switch including but not limited to voice mail functions. The cost of a feature-specific I/O port is already included in the feature hardware additive applied in SCIS/IN. Any other I/O ports necessary shall be priced through the BFR Process. This means that CLEC does not pay an additional amount for an SMDI ("voice mail") port, or for the input/output port that provides report generation for PBX customers.

5.3.1.7 When CLEC purchases switch ports, the applicable prices contained on Appendix Pricing UNE - Schedule of Prices and labeled "Port Charge per month" will apply. In addition, applicable usage sensitive charges are found in Appendix Pricing UNE - Schedule of Prices labeled "Local Switching".

5.3.1.8 This Section Intentionally Left Blank

5.3.1.9 CLEC may request additional port types from SWBT through the BFR process.

5.4 At SWBT's discretion and upon not less than one hundred eighty (180) days' written notice to CLEC, SWBT may elect to discontinue providing ULS or to provide ULS at market prices to CLECs serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which SWBTcan demonstrate

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

that, as of the date on which CLEC receives notice (the "Exception Notice Date"), SWBT has satisfied each of the following conditions.

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of SWBT offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

b) In the Exception Territory where SWBT elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to the CLEC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. SWBT may only exercise its rights to discontinue or market-price ULS under this Section for CLEC End Users involving four or more lines.

5.4.1 In determining whether SWBT may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that SWBT provides to the CLEC through pre-ordering process.

5.4.2 Nothing in this Section shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which SWBT may exercise its rights under this Section.

6.0 Tandem Switching

6.1 Definition: Tandem Switching is defined as: (1) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card, (2) the basic switching function of connecting trunks to trunks; and (3) all technically feasible functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

6.1.1 When CLEC uses Tandem Switching, SWBT will charge the price shown on Appendix Pricing UNE - Schedule of Prices labeled "Tandem Switching", subject to the Blended Transport provisions of Section 5.2.2.1.1.1 of Appendix Pricing UNE. No port charge applies with Tandem Switching.

6.2 Technical Requirements

6.2.1 Tandem Switching will provide trunk to trunk connections for local calls between two end offices including two offices belonging to different CLECs (e.g., between an CLEC end office and the end office of another CLEC).

6.2.2 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 9.

6.2.3 SWBT will perform testing through the Tandem Switching element for CLEC in the same manner and frequency that it performs such testing for itself.

6.2.4 To the extent that SWBT manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. CLEC agrees to respond to SWBT's notifications regarding network congestion.

6.2.5 Where SWBT provides the Local Switching Network element and the Tandem Switching Network element to CLEC from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.

7.0 Intentionally left blank

8.0* Interoffice Transport

The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or CLEC or between switches owned by SWBT or CLEC. Interoffice Transport includes Common Transport and Dedicated Transport.

8.1 Common Transport

8.1.1 Definition: Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit CLEC to connect its Local Switching element with Common Transport to transport the local call dialed by the Local Switching element to its destination through the use of SWBT's common transport network. Common Transport will also permit CLEC to utilize SWBT's common network between a SWBT tandem and a SWBT end office.

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

8.1.2 SWBT will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.

8.1.3 When CLEC purchases unbundled Local Switching, SWBT will charge the price shown on Appendix Pricing UNE - Schedule of Prices labeled "Common Transport" when such facilities are used on an interoffice call subject to Section 5.2.2.

8.2 Dedicated Transport

8.2.1* Dedicated transport, defined as incumbent LEC transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by SWBT or CLEC, or between switches owned by SWBT or CLEC. Dedicated Transport includes interoffice dark fiber and Digital Cross-connect System (DCS) functionality as specified below. SWBT provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist. The price for dedicated transport is found in Appendix Pricing - UNE Schedule of Prices labeled "Interoffice Transport." Entrance facility rates are found in Appendix Pricing - UNE Schedule of Prices, labeled "Dedicated Transport, Entrance Facilities". Entrance facility rates apply in all cases in which unbundled dedicated transport is not being cabled through an existing collocation arrangement, whether physical or virtual. The parties agree that when CLEC collocates in SWBT central offices, and SWBT is not providing the connection between the SWBT central office and the CLEC premises (*i.e.*, the entrance facility), the "Dedicated Transport, Entrance Facilities" rate element would not apply. In this instance, CLEC provides the transmission facility between its premises and the SWBT premises and SWBT applies the unbundled Dedicated Transport interoffice rate elements for transport between SWBT offices, and the appropriate Collocation Interconnection Arrangement would apply. When SWBT provides the transmission facility (*i.e.*, the entrance facility) between the CLEC premises and the SWBT central office, the entrance facility rate element would apply for such entrance facility in addition to any interconnection arrangement to connect the entrance facility to CLEC collocation space.

8.2.1.1 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to CLEC.

8.2.1.2* SWBT will offer Dedicated Transport using then-existing infrastructure facilities and equipment. To the extent facilities and equipment are not presently available, CLEC may request them pursuant to the BFR process.

8.2.1.3* SWBT will provide Dedicated Transport at the following speeds: Voice Grade (VG) (analog), DS1(1.544 Mbps), DS3(45 Mbps), OC3(155.520 Mbps) and OC12(622.080 Mbps). In addition, SWBT offers OC48(2488.320 Mbps)

bandwidth as an option for interoffice capacity. CLEC may request other interface options pursuant to the BFR process.

8.2.1.4 Dedicated Transport elements are provided over such routes as SWBT may elect in its own discretion. If CLEC requests special routing of Dedicated Transport, SWBT will respond to such requests under the BFR process.

8.2.1.5 Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa.

8.2.1.5.1* Intentionally omitted.

8.2.1.5.2* Intentionally omitted.

8.2.1.5.3 CLEC will use multiplexing/demultiplexing when connecting a DS1 or greater bandwidth Dedicated Transport element to a SWBT analog loop.

8.2.2 Interoffice Dark Fiber

8.2.2.1 SWBT will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element under the following conditions: SWBT will offer its dark fiber to CLEC when CLEC has collocation space in a SWBT tandem or end office, but may offer it pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months' notice by SWBT. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after CLEC's initial request for dark fiber. Thereafter, within 30 days from receipt of an CLEC request for interoffice dark fiber, SWBT either will grant the request and issue an appropriate lease or deny the request and provide CLEC with a written explanation demonstrating SWBT's need to use the specific fiber requested by CLEC within the twelve month period following CLEC's request. To exercise its right of revocation, SWBT must demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP. An LSP may not, in twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular dedicated interoffice transport segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that CLEC is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SWBT may revoke the lease agreement with CLEC and provide CLEC with sufficient alternative means of transporting the traffic. SWBT will provide CLEC with the ability to connect to interoffice dark fiber. In each SWBT tandem or end office that serves as the point of termination for each interoffice dark fiber segment, SWBT will provide CLEC an appropriate termination point on a distribution frame or its equivalent. In addition, SWBT will provide connectivity

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

to its dark fiber in any facility where it has an existing termination point or a patch panel.

8.2.2.2 CLEC may test the quality of the Interoffice Dark Fiber to confirm its usability and performance specifications.

8.2.2.3 SWBT will provide to CLEC information regarding the location, availability, and loss characteristics of Interoffice Dark Fiber within ten (10) business days after receiving a request from CLEC.

8.2.2.4 When CLEC purchases Interoffice Dark Fiber, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber - Interoffice".

8.2.3 Technical Requirements For All Dedicated Transport

8.2.3.1* When provided by SWBT to itself, when requested by CLEC and where such interoffice facilities exist, or when requested by CLEC pursuant to the BFR process, and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

8.2.4 Digital Cross-Connect System (DCS)

8.2.4.1 SWBT will offer Digital Cross-Connect System (DCS)in the same manner it is provided to Interexchange carriers. The rates, terms and conditions for DCS are contained in the applicable Access Tariff.

9.0 Signaling Networks and Call-Related and other Databases

Signaling Networks and access to Call-Related Databases is the Unbundled Network Element that includes Signaling Link Transport, Signaling Transfer Points, and Service Control Points and access to Call-Related Databases. SWBT will provide nondiscriminatory access to databases and associated signaling pursuant to this Agreement.

9.1 Signaling Link Transport

9.1.1* Definition: Signaling Link Transport is a set of multiples of two (A-links) or four (B- or D-links) dedicated full duplex mode 56 Kbps (or higher speeds when suitably equipped) transmission paths between CLEC STPs or switches and the SWBT STP pair that provides appropriate physical diversity when available. Generally the CLEC

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

designated Signaling Points of Interconnection (SPOI) are at SWBT's STP or serving wire center.

9.1.1.1 CLEC and SWBT may choose to interconnect their existing SS7 networks. No charges under this Agreement will apply when CLEC transmits signaling for local service traffic using ports, links and cross connects between CLEC and SWBT STPs for which CLEC has paid the applicable charges in its capacity as an IXC.

9.1.1.2 When CLEC establishes new links, where CLEC will use existing transport to an existing SPOI, but will order a new cross-connect and port at SWBT's STP, CLEC will pay applicable rates labeled "SS7 Links Cross Connect" and "STP Port" in Appendix Pricing - UNE - Schedule of Prices. If either Party believes new links as described in this paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new cross-connect and port is needed, SWBT will charge CLEC the applicable rates and charges established herein and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new link as described in this paragraph is mutually beneficial, then SWBT will not use the new link and SWBT acknowledges that CLEC may block SWBT's usage of the new link.

9.1.1.3 If new links are established and CLEC elects to purchase unbundled SWBT transport between an CLEC STP or CLEC local switch and a SWBT STP or SPOI, using interfaces at the DS1 level, SWBT will provide a DS1 transport facility. CLEC will pay the rates and charges for each DS-1 shown on Appendix Pricing UNE - Schedule of Prices labeled "Unbundled Signaling - STP - Access Connection - 1.544 Mbps" (in addition to the port and cross connect described in 9.1.1.2).

9.1.1.3.1 If either Party believes the new DS-1 transport facility as described in the previous paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new DS1 transport facility is needed, SWBT will charge CLEC the applicable charges established herein and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new facility as described in this paragraph is mutually beneficial, then SWBT will not use the new facility's links and SWBT acknowledges that CLEC may block SWBT's usage of the new facility's links.

9.1.1.4 If new links are established and the SPOI is located in a different end office than the STP, CLEC may purchase 56 Kbps transport between the SPOI and the cross connect panel where the STP is located (in addition to the port and cross connect required in 9.1.1.2 above). In this circumstance, CLEC will pay the rates and

charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Unbundled Signaling - STP Access Link - 56 Kbps."

9.1.1.4.1 If either Party believes new links as described in the previous paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new 56Kbps transport facility is needed, SWBT will charge CLEC the applicable charges established herein, and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new link as described in this paragraph is mutually beneficial, then SWBT will not use the new link and SWBT acknowledges that CLEC may block SWBT's usage of the new link.

9.1.2 Technical Requirements

9.1.2.1 Of the various options available, unbundled Signaling Link Transport will perform in the following two ways:

9.1.2.1.1 As an "A-link" which is a connection between a switch and a home Signaling Transfer Point (STP) pair; and

9.1.2.1.2 As a "B-link" or "D-link" which is an inter-connection between STPs in different signaling networks.

9.1.3 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

9.1.4 CLEC will identify to SWBT the Signaling Point Codes (SPCs) associated with the CLEC set of links. CLEC will pay a non-recurring charge per STP pair when CLEC requests SWBT to add a signaling point code at the rate reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling". This charge also applies to point code information provided by CLEC allowing other telecommunications providers to use CLEC's SS7 signaling network. If either Party believes the new Point Code would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If pursuant to the negotiations, the Parties agree that the Point Code Addition is mutually beneficial, SWBT will pay the lesser of CLEC's tariff rate, if any, or the charges identified herein.

9.1.4.1 When SWBT requests CLEC to add a signaling point code, SWBT will pay a non-recurring charge per STP pair at the lesser of CLEC's tariff rate, if any, or the charge reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling". This

charge also applies to point code information provided by SWBT allowing other telecommunications providers to use SWBT's SS7 signaling network. If either Party believes the new Point Code would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If pursuant to the negotiations, the Parties mutually agree that the Point Code Addition is mutually beneficial, CLEC will pay the charges identified herein.

9.1.5 When CLEC provides its own switching, and purchases signaling link transport, CLEC will furnish to SWBT, at the time such transport is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast will include total annual volume and busy hour month volume. SWBT will utilize the forecast in its own efforts to project future facility requirements. CLEC will furnish such forecasts in good faith, but will not be restricted in its use of the signaling network based on such forecasts.

9.1.6 CLEC will inform SWBT in writing thirty (30) days in advance of any material expected change in CLEC's use of such SS7 Signaling Network. Any network management controls found necessary to protect SWBT's SS7 network from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.1.7 SWBT will inform CLEC in writing thirty (30) days in advance of any material expected change in SWBT's use of such SS7 Signaling Network. Any network management controls found necessary to protect CLEC's SS7 network from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.2 Signaling Transfer Points (STPs)

9.2.1 Definition: The Signaling Transfer Point element is a signaling network function that includes all of the capabilities provided by the Signaling Transfer Point (STPs) switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. Signaling Transfer Point includes the associated link interfaces.

9.2.1.1 CLEC may use the STP under three options, as follows:

9.2.1.1.1 Signaling for CLEC with its own Signaling Point, utilizing its own set of links: Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by SWBT's signaling network, excluding messages to and from a SWBT Local Switching unbundled Network Element. MTP, ISUP, SCCP,

TCAP and OMAP signaling traffic addressed to signaling points associated with CLEC set of links will be routed to CLEC.

9.2.1.1.1.1 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a SWBT STP pair to a SWBT STP pair located in a different LATA. The message would be routed in the same manner as SWBT routes SS7 messages for itself (e.g., local STP to regional STP to regional STP to local STP). The rate will apply to ISUP and TCAP messages. When CLEC uses SS7 Transport between one or more SWBT STP pairs, for each segment transported (i.e., from an SWBT STP pair to an adjacent SWBT pair), CLEC will pay the charges labeled "SS7 Signaling Transport per call" on Appendix Pricing UNE - Schedule of Prices. CLEC will be charged for the use of the SWBT SS7 signaling on a per call basis.

9.2.1.1.1.2 If CLEC elects to be billed for this signaling transport at the UNE rate referenced in the preceding paragraph, CLEC will be required to use a unique point code for each CLEC local switching office, in those circumstances when call completion requires use of an STP located in a different LATA than that in which the call originated. If CLEC does not provide a unique point code, CLEC will be charged at a tariffed rate.

9.2.1.1.2 Signaling for CLEC with its own Signaling Point, utilizing a set of links of another party: CLEC may order signaling associated with the set of links of another party by including a Letter of Authorization (LOA) from the owner of the set of links at the time service is ordered. The LOA will indicate that the owner of the set of links will accept SWBT charges for SS7 signaling ordered by CLEC.

9.2.1.1.3 Signaling for CLEC utilizing SWBT's Local Switching Unbundled Network Element (UNE): Use of SWBT's SS7 signaling network will be provided as set forth in an order for the Local Switching unbundled network element. CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the SWBT SS7 signaling on a per call basis at the interim rate of 200 times the octet rate contained on Appendix Pricing UNE - Schedule of Prices and labeled as "SS7 Transport Rate". This per call rate is also shown as SS7 Signaling in the Appendix Pricing UNE - Schedule of Prices.

9.2.2 Technical Requirements

9.2.2.1 STPs will provide signaling connectivity to Network Elements connected to the SWBT SS7 network. These include:

9.2.2.1.1 SWBT Local Switching or Tandem Switching;

9.2.2.1.2 SWBT Service Control Points/Call Related Databases;

9.2.2.1.3 Third-party local or tandem switching systems; and

9.2.2.1.4 Third-party-provided STPs.

9.2.2.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the SWBT STPs, and each Party will provision in accordance with these parameters where technically feasible. CLEC may specify screening parameters so as to allow transient messages to cross the SWBT SS7 Network. The Parties will identify to each other the Global Title and Translation Type information for message routing. Unless the Parties agree that the Global Title Translation is mutually beneficial, CLEC will pay a non-recurring charge when CLEC requests SWBT to add Global Title Translation Type information for message routing, in connection with its use of unbundled signaling. These charges are identified in the Appendix Pricing UNE - Schedule of Prices as "Global Title Translation Addition". If either Party believes the new Global Title Translation would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If pursuant to the negotiations, the Parties agree that the Global Title Translation is mutually beneficial, SWBT will pay the lesser of CLEC's tariff rate, if any, or the charges identified herein.

9.2.2.3 The connectivity provided by STPs will fully support the functions of all other Network Elements connected to the SWBT SS7 network. This explicitly includes the use of the SWBT SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the SWBT SS7 network. When the SWBT SS7 network is used to convey such messages, there will be no intentional alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. In its capacity as an LSP, CLEC will transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.

9.2.2.4 If the SWBT STP does not have a route to the desired Signaling Point Code, CLEC will submit a request indicating the proposed route. If the proposed route uses a set of links not associated with CLEC, CLEC will include a letter of agency that indicates the third party is willing to receive the messages and pay any applicable charges. Use of the STP provides a signaling route for messages only to signaling points to which SWBT has a route. SWBT will add the SPC to the STP translations if technically feasible.

9.2.2.5 In cases where the destination signaling point is a SWBT local or tandem switching system or DB, or is CLEC or third party local or tandem switching system directly connected to the SWBT SS7 network, STPs will perform MRVT

and SRVT to the destination signaling point, if and to the extent these capabilities exist on the particular SWBT STPs. In all other cases, STPs will perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the SWBT SS7 network, if and to the extent these capabilities exist on the particular SWBT STPs. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and if and to the extent these capabilities exist on the particular SWBT STPs.

9.2.3 Interface Requirements

9.2.3.1 SWBT will provide STP interfaces to terminate A-links, B-links, and D-links.

9.2.3.2 CLEC will designate the Signaling Point of Interconnection (SPOI) for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI.

9.2.3.3* SWBT will provide intraoffice diversity to the same extent as it provides itself between the SPOIs and the SWBT STPs. CLEC may request and SWBT will provide, to the extent technically feasible, greater diversity through the BFR process.

9.3 Service Control Points/Call-Related Databases

9.3.1* Definition: Call-related databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular telecommunications service and/or capability.

9.3.1.1* A Service Control Point (SCP) is a specific type of Network Element where call related databases can reside. SCPs deployed in a Signaling System 7 (SS7) network execute service application logic in response to SS7 queries sent to them by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores customer record data that provides information necessary to route 800 calls).

9.3.2 Technical Requirements for SCPs/Call-Related Databases

9.3.2.1 Requirements for SCPs/Call-Related Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Call-Related Databases will be provided to CLEC in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Sections 9.4 through 9.7:

9.3.2.2 SWBT will provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 9.2 of this Attachment, with TCAP as the application layer protocol.

9.3.2.3 SWBT will make its database functionality available to CLEC using the same performance criteria as is applied to SWBT's use. To the extent those performance criteria exist in written form, they will be shared with CLEC and SWBT will provide CLEC with the opportunity to comment on such criteria.

9.3.2.4 The Parties will provide Permanent Local Number Portability (PLNP) as soon as it is technically feasible in conformance with FCC rules and the Act, will participate in development of PLNP in the state in accordance with the FCC's First Report and Order in Docket No. 95-116, and will negotiate terms and conditions concerning access to PLNP as database requirements and plans are finalized.

9.4* Line Information Database (LIDB)

9.4.1 Definition: The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides return result, return error and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line NumberScreening (OLNS) data, ZIP Code data, and Calling Name Information. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is SWBT's regional STP. LIDB also interfaces with a service management system as defined below. LIDB Service and/or CNAM Query provide CLEC with certain line information that CLEC may use to facilitate completion of calls or services.

9.4.1.1* Query transport will be charged on a per query basis at a rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "Query Transport." LIDB Validation will be charged on a per query basis at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "LIDB Validation." (This includes Validation, SMS, and SLEUTH functionality.) CNAM Service Query will be charged on a per query basis at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "CNAM Service Query." (This includes service query and SMS functionality.) LIDB usage rates (i.e., CNAM Service Query, LIDB Validation, and Query Transport) will be modified to reflect weighted average prices from Texas, Missouri, Oklahoma, Kansas, and Arkansas once cost review

processes are complete in all states. The parties will submit a modification to this Agreement and will true-up to the modified prices. A service order charge for LIDB validation will be charged at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled as "Service Order Charge". This charge applies when CLEC places an order to activate, change, or modify a point code. When CLEC has not previously established a given switch on SWBT's STP, but CLEC wants to use that switch to issue LIDB queries, the switch must be identified to LIDB through point code additions. In that event, a nonrecurring charge for activating, changing, or modifying a point code will be charged at a rate reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling.

9.4.1.2 Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

9.4.1.3 Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data.

9.4.1.4 Calling Card Service (CCD) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

9.4.1.5 Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. LIDB validation Queries and Response messages are transported across the CCS network.

9.4.1.6* Data Owner means telecommunications companies that store and/or administer validation data, Line Record Information and/or Group Record Information in a party's LIDB, LIDB-like database and/or Calling Name Database.

9.4.1.7 Line Record means information in LIDB that is specific to a single telephone number or special billing number.

9.4.1.8 Originating Point Code (OPC) means a code assigned to identify LSP's operator service system location(s).

9.4.1.9 Special Billing Number means line records in LIDB that are based on an NPA-0/1XX numbering format. NPA-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-0/1XX line record is either a zero (0) or a one (1).

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

9.4.1.10 Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.

9.4.1.11* Validation information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.

9.4.1.12 SWBT has established a LIDB database users group.

9.4.2 LIDB Service

9.4.2.1 Validation, OLNS and/or CNAM Service Queries provide CLEC with certain line information that CLEC may use to facilitate completion of calls or services. SWBT will provide CLEC access to validation query information whenever CLEC initiates a query from an SSP for validation query information available in SWBT's LIDB.

9.4.2.2 All CLEC validation queries to SWBT's LIDB will use a translation type 253 and a subsystem number in the calling party address field that is mutually agreed upon. CLEC acknowledges that such subsystem number and translation type values are currently necessary for SWBT to properly process validation queries to its LIDB.

9.4.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect LIDB from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.4.2.4 SWBT's LIDB will contain a record for every SWBT working line number and Special Billing Number served by SWBT. Other telecommunications companies, including CLEC, may also store their data in SWBT's LIDB. SWBT will request such telecommunications companies to also provide a record for every working line number and Special Billing Number served by those companies.

9.4.2.5 SWBT's LIDB Service will provide the following functions on a per query basis: Originating Line Number Screening (OLNS), validation of a telecommunications calling card account number stored in LIDB; determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and determination of billed line as a public (including those classified as semi public) or nonworking telephone number.

9.4.2.6 SWBT provides LIDB Service as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's LIDB for the provision of LIDB Service by CLEC will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.

9.4.2.6.1* CLEC will be charged for LIDB validation queries, consistent with Section 9.4.1 of this Attachment, in the event that CLEC is using its own OS platform.

9.4.2.6.2* In the event that CLEC is using SWBT's OS platform, until otherwise agreed, no charge is made for such Validation queries other than applicable OS charges as defined in Attachment 23 OS-Fac.

9.4.2.6.3* Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to SWBT's LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within SWBT's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

9.4.2.6.4* Intentionally Omitted.

9.4.2.7 LIDB Service provided by SWBT to CLEC will be at least equal in quality and performance as that which SWBT provides to itself. LIDB Service will be provided in accordance with SWBT Technical Publications or other like SWBT documents, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act. Such publications and documents will be shared with CLEC and SWBT will provide CLEC with the opportunity to comment. CLEC may request and SWBT will provide, to the extent technically feasible, LIDB Service that is superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the BFR process.

9.4.3 Ownership of Validation Information

9.4.3.1 CLEC's access to any LIDB Validation information does not create any ownership interest that does not already exist. Telecommunications companies, including CLEC, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

9.4.3.2 Unless expressly authorized in writing by parties, LIDB Service is not to be used for purposes other than validating ABT-related calls. CLEC may use LIDB Service for such functions only on a call-by-call basis.

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9.4.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- Billed (Line/Regional Accounting Office (RAO)) Number
- PIN Number(s)
- Billed Number Screening (BNS) indicators
- Class of Service (also referred to as Service or Equipment)
- Reports on LIDB usage
- Information related to billing for LIDB usage
- LIDB usage statistics.

9.4.3.4 CLEC agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.

9.4.3.5 If CLEC acts on behalf of other carriers to access SWBT's LIDB, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a validation query to SWBT's LIDB.

9.4.3.6 SWBT will share end user information, pertinent to fraud investigation, with CLEC when validation queries for the specific end user reaches SWBT's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SWBT's LIDB.

9.4.3.7 Nothing in Sections 9.4.3.1 through 9.4.3.7 is intended to restrict CLEC's use or storage of CLEC data created or acquired independently of SWBT's LIDB.

9.4.3.8* Intentionally Omitted.

9.4.3.9* Intentionally Omitted

9.4.3.10* LSR Process

9.4.3.10.1 The LSR Process allows SWBT to create and administer CLEC's data on CLEC's behalf through a bundled service order flow. The LSR Process is only available to CLEC when CLEC is providing service to end users using SWBT's UNE local switch ports.

9.4.3.10.2 The LSR Process is not an interface to the LIDB administrative system. CLEC can obtain access to SWBT's LIDB administrative system LVAS only through the electronic unbundled interfaces SWBT offers in this Appendix.

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

9.4.3.10.3 CLEC will not have direct access to any of its records that SWBT administers through the LSR Process.

9.4.3.10.4 CLEC will provide complete information in its LSR to SWBT so that SWBT can populate CLEC's line record completely and accurately. If CLEC's LSR does not contain information needed to populate a data element in LIDB, SWBT will populate such data element with SWBT-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit said data element. Use of default information does not relieve CLEC of its responsibility for providing SWBT complete and accurate information in LIDB. In the event SWBT populates CLEC's Line Records with default information under this paragraph, SWBT will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SWBT's gross negligence or willful misconduct.

9.4.3.10.5 SWBT will transfer LIDB Line Records between local service providers (including SWBT) based on conversion activity either "as is" or "with changes".

9.4.3.10.6 CLEC will identify through a registration form that SWBT will provide to CLEC, how CLEC's Line Records will be created, transferred, or administered.

9.4.3.10.7 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether SWBT will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

9.4.3.10.8 Conversion Activity. CLEC will identify whether SWBT will convert LIDB Line Records from a previous local service provider (including SWBT) to CLEC with changes to end user information or without changes to end user information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have SWBT delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including SWBT).

9.4.3.10.9 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or whether ongoing administration will be done by SWBT based on an LSR submitted by CLEC.

9.4.3.10.10 If CLEC desires additional interfaces, , both parties will meet to discuss terms, charges and implementation.

9.4.4 LIDB Storage and Administration

9.4.4.1 Definitions:

9.4.4.1.1 **Data Base Administration Center (DBAC)** - A SWBT location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

9.4.4.1.2 **Group** - For the purpose of this Attachment, a specific NPA-NXX and/or NPA-0/1XX combination.

9.4.4.1.3 **Group Record** - Information in LIDB or LVAS that is common to all lines or billing records in an NPA-NXX or NPA-0/1XX.

9.4.4.1.4 **LIDB Editor** - A database editor located at the SCP where LIDB resides. LIDB Editor provides emergency access to LIDB that bypasses the service management system for LIDB.

9.4.4.1.5 **Line Validation Administration System (LVAS)** - An off-line administrative system, used by SWBT to add, delete and change information in LIDB. For purposes of this Attachment, LVAS is SWBT's service management system for LIDB.

9.4.4.1.6 **Line Record** - Information in LIDB or LVAS that is specific to a single telephone number or Special Billing Number.

9.4.4.1.7 **Toll Billing Exception (TBE)** - A LIDB option that allows end users to restrict third number billing or collect calls to their lines.

9.4.4.1.8 **Service Management System (SMS)** - An off-line system used to access, create, modify, or update information in LIDB. For the purposes of this Attachment, the SMS for LIDB is LVAS.

9.4.4.1.9 **Sleuth** - An off-line administration system that SWBT uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences of fraud that may require investigation. Detection parameters are based upon vendor recommendations and SWBT's analysis of collected data and are subject to change from time to time.

9.4.4.1.10 **Special Billing Number (SBN) Account Groups** - Line records in LIDB that are based on an NPA-0/1XX numbering format. NPA-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-0/1XX line record is either a zero (0) or a one (1).

9.4.4.1.11 **Tape Load Facility** - A separate data entry point at the SCP where LIDB resides. The tape load facility provides direct access to LIDB for data administration and bypasses the service management system of SWBT's LIDB.

9.4.4.1.12* **Translation Type** - A code in the Signaling Connection Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. Currently, all LIDB queries against the same exchange and Translation Type are routed to the same LIDB. LIDB and/or CNAM Queries against the same exchange and translation type will route to the same LIDB and/or CNAM Databse on non-ported numbers. Queries for the same telephone number and translation type will route to the same LIDB and/or CNAM Database for ported telephone numbers.

9.4.4.2 General Description and Terms

9.4.4.2.1 SWBT's LIDB is connected directly to a service management system (i.e., LVAS), a database editor (i.e., LIDB Editor), and a tape load facility. Each of these facilities, processes, or systems, provide SWBT with the capability of creating, modifying, changing, or deleting, line/billing records in LIDB. SWBT's LIDB is also connected directly to an adjunct fraud monitoring system (i.e., Sleuth).

9.4.4.2.2 From time-to-time, SWBT enhances its LIDB to create new services and/or LIDB functionalities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. SWBT will coordinate with CLEC to provide CLEC with the opportunity to update its data concurrent with SWBT's updates of SWBT's own data. Both parties understand and agree that some LIDB enhancements will require LSP to update its line/billing records with new or different information.

9.4.4.2.3 Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on SWBT's LIDB is, and remains, the responsibility of SWBT. CLEC understands and agrees that SWBT, in its role as system administrator, may need to access any record in LIDB, including any such records of CLEC. SWBT will limit such access to those actions necessary to ensure the successful operation and administration of SWBT's SCP and LIDB.

9.4.4.2.4 SWBT does not presently have data screening capability in LIDB. Data Screening is the ability of a LIDB owner to deny complete or partial access to LIDB data or processes. At such time as SWBT has LIDB Data Screening capability for individual data owners, including itself, it will make that capability available to CLEC.

9.4.4.2.5 On behalf of third parties who query LIDB for CLEC data and receive a response verifying the end user's willingness to accept the charges for the underlying call, CLEC at its election either will bill the appropriate charges to end users or will

provide all necessary billing information needed by the third party to bill for the services provided.

9.4.4.2.6 Upon receipt of the Line Record from CLEC, SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line records residing in SWBT's LIDB to: (1) validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment; (2) determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number; and (3) determine whether the billed line is a public telephone number using the Class of Service Information in LIDB.

9.4.4.2.7 To the extent that CLEC stores its own LIDB information in a database other than SWBT's, such information will be made available to SWBT through an industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between SWBT and the database provider. SWBT agrees to negotiate in good faith to reach such an agreement. If SWBT is unable or chooses not to enter into an agreement with a database provider, CLEC acknowledges that such CLEC validation information will be unavailable to any customer including CLEC served by SWBT OS platforms.

9.4.4.2.8 CLEC understands and agrees that SWBT is the sole determinant and negotiating party for any access to SWBT's LIDB. CLEC does not gain any ability, by virtue of this Attachment, to determine which telecommunications companies are allowed to access information in SWBT's LIDB. CLEC understands and agrees that when SWBT allows a query originator to access SWBT data in SWBT's LIDB, such query originators will also have access to CLEC's data that is also stored in SWBT's LIDB.

9.4.4.3 Line Validation Administration System (LVAS)

9.4.4.3.1 LVAS provides CLEC with the capability to access, create, modify, or update information in LIDB. LVAS has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface. If not claimed by CLEC, a LIDB record may be considered abandoned by SWBT and deleted from the LIDB database. However, a LIDB record shall not be considered abandoned for at least 21 days beyond the date that SWBT sends a Service Order Completion (SOC) to CLEC to indicate that a service order has been completed.

9.4.4.3.2 For UNE-P orders, SWBT shall work within the change management process to develop functionality that will enable it to populate the LIDB database based on information provided by CLEC through the initial LSR establishing a new connect or migration of CLEC's end user customer. SWBT shall provide these

enhancements to CLEC for testing on or before December 15, 1999, with implementation scheduled for mid-January, 2000.

9.4.4.3.3 Concurrent with implementation of the LIDB record population functionality for UNE-P orders referenced in § 9.4.4.3.2 above, SWBT will provide CLEC with the option of either: 1) utilizing unbundled access to LVAS through the interfaces described in § 9.4.4.3.1 for the purpose of creating, modifying, updating or deleting its LIDB information; or 2) electing to have SWBT provide ongoing administration of LIDB updates. These two options are mutually exclusive, and may not be used in conjunction with each other. For on-going administration of the LIDB record via the LSR, SWBT will work within the change management process to mechanize its LIDB administration offering. SWBT shall work within the Change Management Process to provide this functionality to CLEC prior to December 31, 2000. An interim performance measurement approved by the Commission shall apply until this functionality is available.

9.4.4.3.4* There is no separate charge for CLEC's use of LVAS under this Agreement. However, if CLEC desires additional interfaces, both parties will meet to discuss terms, charges and implementation.

9.4.4.3.5 CLEC may participate in a forum established by SWBT for all users of SWBT's LIDB administration system (LVAS). This group meets quarterly, at the discretion of the group, to discuss issues regarding SWBT's LIDB, including Line Record and system administration.

9.4.4.4 Service Order Entry Interface

9.4.4.4.1* The Service Order Entry Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's own service order entry process to LVAS. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process into LVAS.

9.4.4.4.2 CLEC's access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide SWBT with a security gateway for CLEC access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SWBT's Service Order Entry Interface to LVAS. CLEC does not gain access to any other SMS, interface, database, or operations support system through this Appendix.

9.4.4.4.3 SWBT will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SWBT to provide LSP with Data Base Administration and Storage.

9.4.4.4.4 CLEC can choose the Service Order Entry Interface as its only interface to LVAS and LIDB or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.4.4.4.5 SWBT will provide CLEC with SWBT-specific documentation for properly formatting the records CLEC will transmit over the Service Order Entry Interface.

9.4.4.4.6 CLEC understands that its record access through the Service Order Entry Interface will be limited to its own line/billing records.

9.4.4.5 Interactive Interface

9.4.4.5.1 The Interactive Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its line/billing records, CLEC can perform all of the data administration tasks SWBT's LIDB DBAC personnel can perform on SWBT's own line/billing records.

9.4.4.5.2 SWBT will provide CLEC with Interactive Interface through a modem. CLEC understands that its record access through the Interactive Interface will be limited to its own line/billing records.

9.4.4.5.3 CLEC will use hardware and software that is compatible with LVAS hardware and software.

9.4.4.5.4 CLEC can choose to request the Interactive Interface as its only interface to LVAS and LIDB or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.4.4.6 Tape Load Facility Interface

9.4.4.6.1 Tape Load Facility Interface provides CLEC with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this facility. Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into LIDB.

9.4.4.6.2 The Tape Load Facility Interface is not an interface to LVAS. The Tape Load Facility interface is an entry point to LIDB at the SCP where LIDB resides.

9.4.4.6.3 The Tape Load Facility Interface is available only when the amount of information is too large for LVAS to accommodate. Both parties agree that these situations normally occur during the initial load of an LSP's information into

LIDB or when LIDB is updated for a new product. The Tape Load Facility Interface is not available for ongoing updates of information. CLEC may request the Tape Load Facility Interface only when its updates exceed 100,000 line/billing records over and above CLEC's normal daily update processing.

9.4.4.6.4 CLEC will create its own tapes in formats specified in GR-446-CORE, Issue 2, June 1994, as revised. Such tapes will only include information associated with CLEC's line/billing records.

9.4.4.6.5 CLEC will deliver a separate set of tapes, each having identical information to each SCP node on which LIDB resides. SWBT will provide CLEC with the name and address of the SWBT employee designated to receive the tapes at each location.

9.4.4.6.6 In addition to the tapes CLEC will create and deliver to the SCP node locations, CLEC will deliver an additional set of tapes to the LVAS System Administrator so that SWBT can load CLEC's updates into LVAS. CLEC understands that these additional tapes must contain information identical to the tapes delivered to the SCP nodes, but that the format will differ. SWBT will provide CLEC SWBT-specific documentation for record formats of these additional tapes. SWBT will use these tapes to create CLEC records in LVAS that correspond with the records being loaded into LIDB using the Tape Load Facility Interface. SWBT will provide CLEC with the name and address of the SWBT System Administrator to whom the LVAS update tapes should be sent.

9.4.4.6.7 SWBT and CLEC will coordinate to establish mutually agreed upon dates and times for tape loads of CLEC data when such loads are the result of an CLEC request.

9.4.4.6.8 CLEC understands and agrees that its record access through the Tape Load Facility Interface is only for CLEC's own line/billing records. CLEC will not use the Tape Load Facility Interface to modify any group record. CLEC will not use the Tape Load Facility Interface to modify any line/billing record not belonging to CLEC.

9.4.4.7 LIDB Editor Interface

9.4.4.7.1 LIDB Editor Interface provides CLEC with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides CLEC with emergency access to LIDB only when LVAS is unable to access LIDB or is otherwise inoperable.

9.4.4.7.2 LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SWBT employees. CLEC will have access to

SWBT employees authorized to access LIDB Editor during the same times and under the same conditions that SWBT has access to LIDB Editor.

9.4.4.7.3* CLEC understands that its record access through the LIDB Editor Interface will be limited to its own line/billing records.

9.4.5 Audits

SWBT will provide CLEC with LIDB audit functionality as described immediately below.

9.4.5.1 LIDB Audit

9.4.5.1.1* This audit is between LVAS and LIDB. This audit verifies that LVAS records match LIDB records. The LIDB Audit is against all line record and group record information in LVAS and LIDB, regardless of data ownership.

9.4.5.1.2 SWBT will run the LIDB audit continuously throughout each and every day.

9.4.5.1.3 SWBT will create a "variance file" of all CLEC records that fail the LIDB audit. CLEC can access this file through the Interactive Interface.

9.4.5.1.4 CLEC will investigate accounts that fail the LIDB audit and correct any discrepancies within fourteen (14) days after the discrepancy is placed in the variance file. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Attachment.

9.4.5.2 Billing System Audit

9.4.5.2.1 This audit is between LVAS and SWBT's billing system(s). This audit verifies that LVAS records match SWBT's billing system records.

9.4.5.2.2 SWBT will provide CLEC with access equivalent to SWBT's own access to the billing system audit functionality. SWBT will provide CLEC with a file containing CLEC's records in LIDB. CLEC will specify if the billing system audit tape will be delivered by either magnetic tape or electronically over the Service Order Entry Interface.

9.4.5.2.3 CLEC will audit its LIDB accounts against CLEC's billing system and correct any discrepancies within a reasonable time and in no event longer than ten calendar days. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Attachment.

9.4.5.2.4 SWBT will provide CLEC scheduled and nonscheduled billing system audits as set forth following.

9.4.5.2.4.1 Scheduled Audits:

SWBT will provide CLEC with a billing system audit file twice per year. Such audit files will represent CLEC's entire data store in LVAS. The Parties will mutually agree upon the dates such audit files will be provided.

9.4.5.2.4.2 Unscheduled Audits:

CLEC can request additional audit files and SWBT will work cooperatively to accommodate all reasonable CLEC requests for such additional audit files.

9.4.6 Sleuth

9.4.6.1 Sleuth notification provides CLEC with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABT-related fraud for investigation.

9.4.6.2 SWBT will provide CLEC with an alert notification, by fax, or another mutually agreed upon format, when SWBT's Sleuth system indicates the probability of a fraud incidence. SWBT will use the same criteria to determine fraud alerts for CLEC as SWBT uses for its own accounts.

9.4.6.3 SWBT's Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment. However, when Sleuth encounters a number of low priority alerts on the same account, Sleuth may upgrade the alert's status to a higher priority status.

9.4.6.4 When a Sleuth investigator determines that an urgent, high, or medium priority alert is for an CLEC account, the Sleuth investigator will print the alert from the queue and fax the alert to the CLEC. Sleuth alerts only identify potential occurrences of fraud. SWBT will not perform its own investigation to determine whether a fraud situation actually exists for an CLEC account. CLEC will determine what, if any action it should take as a result of a Sleuth alert.

9.4.6.5 SWBT's hours of operation for Sleuth are seven days a week, twenty-four hours per day (7X24). CLEC will provide SWBT with a contact name and fax number for SWBT to fax alerts from SWBT's Sleuth DBAC.

9.4.6.6 SWBT will provide CLEC with a Sleuth contact name and number, including fax number, for CLEC to contact the Sleuth DBAC.

9.4.6.7 For each alert notification SWBT provides to CLEC, CLEC may request a corresponding 30-day historical report of ABS-related query processing. CLEC may request up to three reports per alert.

9.4.7 Technical Requirements

9.4.7.1 SWBT will enable CLEC to store in SWBT's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.

9.4.7.2 For LIDB services provided under this Agreement, SBC-SWBT agrees to comply with the definitions for standard LIDB Data elements as defined in Telcordia Technologies Generic Requirements Document GR-1158-CORE, or as Telcordia Technologies Generic Requirements Document GR-1158-CORE is revised.

9.4.7.3* SWBT, and any SWBT agents who administer data in SWBT's LVAS, will not provide any access to or use of CLEC line-record data in LVAS by any third party that is not authorized by CLEC in writing.

9.4.9* Intentionally Omitted.

9.5 CNAM Service Query

9.5.1 Definitions

9.5.1.1* Calling Name Delivery Service (CNDS) enables the terminating end user to identify the calling party by a displayed name before the call is answered. The calling party's name is retrieved from an SCP database and delivered to the end user's premises between the first and second ring for display on compatible customer premises equipment (CPE). CLEC will be charged for CNAM Service Queries in the event that CLEC is operating its own switch. In the event that CLEC is using SWBT's switch, no charge is made for any CNAM Service Query in addition to applicable unbundled Local Switching charges.

9.5.1.1.1* Pricing for CNAM Service Query, Query Transport, and Point Code Addition is described in Section 9.4.1.1 and prices are found in Appendix Pricing UNE - Schedule of Prices.

9.5.1.1.2 Intentionally Omitted.

9.5.1.2 CNAM Service Query allows CLEC to query SWBT's Calling Name database for Calling Name information in order to deliver that information to CLEC's local subscribers.

9.5.1.3 Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name database.

9.5.1.4 Calling Name information means telecommunications companies' records of all of their subscribers' names associated with one or more assigned ten-digit telephone numbers.

9.5.1.5* Name Record Administering Companies means telecommunications companies that administer telephone number assignments to the public and which make their Calling Name information available in a Party's Calling Name database.

9.5.2 Description of Service

9.5.2.1 Each Party will provide to the other Party access to Calling Name information whenever the other Party initiates a query from an SSP for such information associated with a call terminating to a CNDS subscriber served by either Party.

9.5.2.2 All CLEC validation queries to SWBT's LIDB will use a translation type (TT) of 005 and a subsystem number in the calling party address field that is mutually agreed upon.

9.5.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect CNAM Service Query from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.5.2.4 SWBT provides CNAM Service Query as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's Calling Name database for the provision of CNAM Service Query by CLEC will be pursuant to the terms, conditions, rates, and charges of a separate agreement between the Parties.

9.5.3 Ownership of the Calling Name Information

9.5.3.1 CLEC's access to any CNAM Service Query information does not create any ownership interest that does not already exist. Telecommunications companies,

including CLEC, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

9.5.3.2 Unless expressly authorized in writing by parties, CNAM Service Query is not to be used for purposes other than support of CNDS. CLEC may use CNAM Service Query for such functions only on a call-by-call basis.

9.5.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- Billed (Line/Regional Accounting Office (RAO)) Number
- PIN Number(s)
- Billed Number Screening (BNS) indicators
- Class of Service (also referred to as Service or Equipment)
- Reports on LIDB usage
- Information related to billing for LIDB usage
- LIDB usage statistics.

9.5.3.4 CLEC agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.

9.5.3.5 If CLEC acts on behalf of other carriers to access SWBT's CNAM Service Query, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a CNAM Service Query query to SWBT's LIDB.

9.5.3.6 Nothing in Sections 9.5.3.1 through 9.5.3.5 is intended to restrict CLEC's use or storage of CLEC data created or acquired independently of SWBT's CNAM Service Query.

9.5.3.7 SWBT will furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database.

9.5.3.8 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service

subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable.

9.5.3.9 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. CLEC will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. CLEC agrees not to attempt to obtain the caller's name information by originating a query to SWBT's Calling Name database where the subscriber had attempted to block such information, nor will CLEC block information a subscriber has attempted to unblock.

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

9.5.4 Originating Line Number Screening (OLNS) When available, Originating Line Number Screening will be provided to CLEC at rates, terms, and conditions to be negotiated by the Parties.

9.5.5* Intentionally Omitted.

9.5.6* Intentionally Omitted.

9.6* Toll Free Number Database

9.6.1 SWBT's 800 database receives updates processed from the national Service Management System (SMS). Customer records in the SMS are created or modified by entities known as Responsible Organizations (RespOrg) who obtain access to the SMS via the 800 Service Management System, Tariff F.C.C. No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established RespOrg. The services of a RespOrg includes creating and updating 800 records in the SMS to download in the 800 database(s). SWBT does not, either through a tariff or contract, provide RespOrg service.

9.6.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be

activated. The SMS initiates all routing changes to update information on a nationwide basis.

9.6.3 Access to the Toll Free Calling Database allows CLEC to access SWBT's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800 and 888 [and 877, 866, 855, 844, 833, 822, when available]).

9.6.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA.

9.6.5 In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an CLEC switch to the SWBT Toll Free Database, CLEC will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the Call Handling and Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by CLEC. The Toll Free Database charges do not apply when CLEC uses SWBT's Unbundled Local Switching. These rates are reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database".

9.6.5.1 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, SWBT will deliver the designated 10-digit number.

9.6.5.2 The Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.

9.6.5.3 The Call Handling and Destination feature allows routing of 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI.

9.6.6 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling.

9.6.7 CLEC will address its queries to SWBT's database to the alias point code of the STP pair identified by SWBT. CLEC's queries will use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process queries to its 800 database.

9.6.8 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect Toll Free Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.6.9 CLEC will only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. CLEC will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's Toll Free Calling Database. If CLEC acts on behalf of other carriers to access SWBT's Toll Free Calling Database, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a query to SWBT's Toll Free Calling Database.

9.6.10 CLEC will ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers and that the SSP Provider has transmitted the appropriate subsystem number and translation type.

9.6.11 SWBT provides access to the Toll Free Calling Database (TFCDB) as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's TFCDB for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for 800 database services.

9.7 AIN Call Related Database

9.7.1 Definition: The AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.

9.7.2 SWBT will provide CLEC access to the SWBT's Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself, providing that security arrangements can be made. CLEC requests to use the SWBT SCE will be subject to request and review procedures to be agreed upon by the Parties.

9.7.3 When CLEC utilizes SWBT's Local Switching network element and requests SWBT to provision such network element with a technically feasible AIN trigger, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking a CLEC developed AIN feature as per previous section.

9.7.4 When CLEC utilizes its own local switch, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of a CLEC developed AIN feature as per previous section.

9.7.5 SWBT will provide access to AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any mediation, static or dynamic, will only provide network reliability, protection, security and network management functions consistent with the access service provided. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and procedures either (1) resident in the SWBT STP that serves the appropriate AIN SCP or (2) via manual controls that are initiated from SWBT Network Elements. Such management controls will be applied to the specific problem source, wherever that source is, including SWBT, and not to all services unless a problem source cannot be identified.

9.7.6 As requested by CLEC, SWBT will provide specifications and information reasonably necessary for CLEC to utilize SWBT SCE as provided above. It is not SWBT's responsibility to develop or assist in the development of CLEC service creation. It is, however, SWBT's responsibility to ensure WCOM has the necessary technical information to utilize the SCE within the AIN platform. SWBT and WCOM are not obligated to transfer any proprietary information to the other party.

9.7.7 SWBT SCP will partition and take reasonable steps to protect CLEC service logic and data from unauthorized access, execution or other types of compromise, where technically feasible.

9.7.8 Access to AIN and SCE will be provided to CLEC at rates, terms, and conditions to be negotiated by the Parties.

10.0 Operations Support Systems Functions

10.1 Definition: Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information.

10.2 SWBT will provide CLEC access to its Operations Support Systems Functions through the electronic interfaces provided for in Attachment 7 (Pre-Ordering, Ordering, and Provisioning - UNE), Attachment 8 (Maintenance - UNE), Attachment 9 (Connectivity Billing and Recording - UNE), and Attachment 10 (Customer Usage Data - UNE), on the terms and conditions set forth in those Attachments. CLEC will pay the prices reflected on Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".

11.0 Cross-connects

11.1 The cross connect is the media between the SWBT distribution frame and an CLEC designated collocated space or other SWBT Unbundled NetworkElements purchased by CLEC.

11.2 SWBT offers a choice of four types of cross connects with each unbundled loop type. SWBT will charge CLEC the appropriate rate as shown on Appendix Pricing UNE - Schedule of Prices labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing". The applicable cross connects are as follows:

1. Cross connect to DCS
2. Cross connect to Multiplexer/Interoffice
3. Cross connect to Collocation
4. Cross connect to Switch Port

11.3 Cross connects to the cage associated with unbundled local loops are available with or without automated testing and monitoring capability. When CLEC orders a switch port, or local loop and switch port in combination, SWBT will, at CLEC's request, provide automated loop testing through the Local Switch rather than install a loop test point.

11.4 SWBT offers the choice of three types of cross connects with subloop elements. SWBT will charge CLEC the appropriate rate as shown on Appendix Pricing UNE - Schedule of Prices labeled "Subloop Cross Connect". The applicable cross connects are as follows:

1. Two wire
2. Four wire
3. Dark Fiber

11.5 Cross connects must also be ordered with Unbundled Dedicated Transport (UDT).

11.5.1 SWBT will charge CLEC the applicable rates as shown on Appendix Pricing UNE - Schedule of Prices labeled "Dedicated Transport Cross Connect". The following cross connects are available with UDT:

1. Voice Grade 2W
2. Voice Grade 4W
3. DS1
4. DS3
5. OC3
6. OC12
7. OC48

11.6 When CLEC purchases Interoffice dark fiber, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber to Collocation Cross Connects".

12.0 Additional Requirements Applicable to Unbundled Network Elements

This Section 12 sets forth additional requirements for unbundled Network Elements which SWBT agrees to offer to CLEC under this Agreement.

12.1 Within 60 days of the Effective Date of this Agreement, CLEC and SWBT will agree upon a process to resolve technical issues relating to interconnection of CLEC's network to SWBT's network and Network Elements and Ancillary Functions. The agreed upon process will include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If CLEC and SWBT do not reach agreement on such a process within 60 days, any issues that have not been resolved by the parties with respect to such process will be submitted to the Dispute Resolution procedures set forth in this Agreement unless both parties agree to extend the time to reach agreement on such issues.

12.1.1 SWBT must offer unbundled local loops with and without automated testing and monitoring services. If an LSP uses its own testing and monitoring services, SWBT still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

12.2 Synchronization

12.2.1 Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network

Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

12.2.2 Technical Requirements

SWBT will provide synchronization to equipment that is owned by SWBT and is used to provide a network element to CLEC in the same manner that SWBT provides synchronization to itself.

12.3 Co-operative Testing

12.3.1 Upon request, at Time and Materials charges as shown on Appendix Pricing UNE - Schedule of Prices, SWBT will provide to CLEC cooperative testing to test any network element provided by SWBT and to test the overall functionality of network elements provided by SWBT that are connected to one another or to equipment or facilities provided or leased by CLEC, to the extent SWBT has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that SWBT is required to provide for unbundled Network Elements under Attachment 6 or Attachment 8.

13.0 Pricing

13.1 Price Schedules

Attached hereto as Appendix Pricing - UNE is a schedule which reflects the prices at which SWBT agrees to furnish unbundled Network Elements to CLEC.

14.0* Additional Provisions

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

14.1 Except as modified below, SWBT agrees to make all unbundled network elements (UNEs) set forth in this Agreement available to CLEC for the term of this Agreement, on the terms and at the prices provided in this Agreement.

14.2* Intentionally Omitted.

14.3* Intentionally Omitted.

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

14.4* Intentionally Omitted.

14.5 To the extent the Commission by arbitration, authorizes new unbundled network elements, SWBT will provide such elements, consistent with the terms of this Section, to CLEC. If the Commission-approved unbundled network element is operational, CLEC may obtain the unbundled network element through the Commission's 252(i) process or through the expedited BFR procedure set out as referenced in section 2.22. If the Commission-approved unbundled network element is not operational at the time it is approved by the Commission in an arbitration, the availability date shall comply with the availability date established in the implementation schedule in effect under that interconnection agreement, and shall not be less than ten days. If the availability date in the interconnection agreement has passed the new unbundled network element is considered operational. If the FCC has authorized a new unbundled network element that the Commission has not previously ordered in an interconnection agreement, SWBT will provide CLEC with a proposed statement of terms and conditions, including prices, for access to any new element within thirty days of CLEC's request after the FCC ruling authorizing access to the new element. If SWBT and CLEC have not agreed on terms and conditions of access to the new element within forty-five days thereafter, either party may take the matter to the Commission for dispute resolution. If the FCC ruling authorizing access to the new element prescribes a different procedure for establishing terms and conditions of access, that procedure will govern.

14.6* Intentionally Omitted.

14.7* Intentionally Omitted.

14.8* Intentionally Omitted.

15 UNE COMBINATIONS

15.1 COMBINATIONS

15.1.1 This Section sets forth the terms and conditions which govern the combining activities involving unbundled network elements (UNEs) to be performed by SWBT. SWBT will apply all recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge.

15.1.2 Other than as set forth in this Agreement or required by law, SWBT has no obligation to combine UNEs, or to combine an UNE with a network element possessed by MCIm.

15.2 GENERAL TERMS AND CONDITIONS

15.2.1 Except upon request of MCIm, SWBT shall not separate MCIm-requested UNEs that are currently combined, but rather shall provide such UNEs as currently combined and/or with changes as allowed under this Attachment. (47 CFR § 51.315(b)) SWBT is not prohibited from or otherwise limited in separating any UNEs not requested by MCIm, including without limitation in order to provide an UNE(s) or other SWBT offering(s).

15.2.2 SWBT will not connect UNEs to or combine UNEs with any non-251(c)(3) SWBT offering with the exception of tariffed Collocation services where available.

15.2.3 UNEs may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed Collocation services where available.

15.2.4 MCIm shall not combine or use UNEs in a manner that will impair the ability of other telecommunications carriers to obtain access to Unbundled Network Elements or to Interconnect with SWBT's network.

15.3 NEW COMBINATIONS INVOLVING UNEs

15.3.1 In accordance with the requirements of this Agreement, upon MCIm's request, SWBT shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467 (May 13, 2002). ("*Verizon Comm. Inc.*").

15.3.2 In the event that SWBT denies a local service request (LSR) to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by MCIm, SWBT shall provide written notice to MCIm of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SWBT shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including Section 15.3.1 of this Appendix.

15.3.3 In accordance with and subject to the provisions of this Section, the UNE combinations set forth in Section 15.4 Schedule – UNE Combinations shall be made available to MCIm.

15.3.3.1 A "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of Network Elements."

15.3.3.1.1 "Contiguous Interconnection of Network Elements" means the situation when MCIm orders all the SWBT UNEs required either

(1) to convert to a combination of UNEs being used to serve an SWBT End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or MCIm's or another carrier's resale End User customer; or

(2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for MCIm (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) with only the change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to MCIm's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service. (Section 15.3.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been established to MCIm's OS/DA platform from the relevant SWBT local switch, including MCIm's payment of all applicable charges to establish that routing.)

15.3.3.1.1.1 "Contiguous Interconnection of Network Elements" does not mean a situation in which, at the time of the order and when the order is worked by SWBT, the End User customer in question is served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service.

15.3.3.1.2 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder. Such combinations shall be provided in

accordance with the requirements of this Agreement.

15.3.3.2 For a UNE combination listed in Section 15.4 Schedule – UNE Combinations, MCIm shall issue appropriate service requests. These requests will be processed by SWBT, and MCIm will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

15.3.3.3 Upon notice by SWBT, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SWBT in providing the new UNE combinations set forth in Section 15.4 Schedule – UNE Combinations, which work is not covered by the charges applicable per this Attachment. For any such work that is required to be done by SWBT under Section 15.3.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in the Schedule of Prices. For any such work that is not so required to be done by SWBT, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

15.3.4 In accordance with and subject to the provisions of this Section, any request not included in Sections 15.2.1 and/or 15.3.3 in which MCIm wants SWBT to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by MCIm (as well as requests where MCIm also wants SWBT to complete the actual combination), shall be made by MCIm in accordance with the bona fide request, special request, or equivalent process applicable under the Agreement (generically referred to in this Appendix as "BFR").

15.3.5 Without affecting the other provisions hereof, and except as otherwise required by law, the UNE combining obligations referenced in this Section apply only in situations where each of the following is met:

15.3.5.1 it is technically feasible, including that network reliability and security would not be impaired;

15.3.5.2 SWBT's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

15.3.5.3 SWBT would not be placed at a disadvantage in operating its own network;

15.3.5.4 it would not impair the ability of other telecommunications carriers to obtain access to UNEs or to Interconnect with SWBT's network; and

15.3.5.5 MCIm is unable to make the combination itself.

15.3.6 For purposes of Section 15.3.5 and without limiting other instances in which MCIm may be able to make a combination itself, MCIm is deemed able to make a combination itself when the UNE(s) sought to be combined are available to and accessible by MCIm, including without limitation, at an SWBT premises where MCIm is physically collocated or has an on-site adjacent collocation arrangement.

15.3.7 Section 15.3.5 shall only begin to apply thirty (30) days after notice by SWBT to MCIm. Thereafter, SWBT may invoke Section 15.3.5 with respect to any request for a combination involving UNEs.

15.3.8 Nothing in this Appendix or the Agreement shall impose any obligation on SWBT to provide UNEs, combinations of UNEs, or combinations of UNE(s) and MCIm's own elements beyond those obligations imposed by the Act, including the rules and orders of the FCC and *Verizon Comm. Inc.* The preceding includes without limitation the following:

15.3.8.1 The UNE combination known as an "enhanced extended loop" or "EEL" (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to MCIm to the extent that the EEL is used to provide a significant amount of local exchange service to a particular End User customer (this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000));

15.3.8.2 SWBT will not connect to or combine UNEs with any non-251(c)(3) SWBT offerings with the exception of tariffed Collocation services where available;

15.3.8.3 SWBT need not provide combinations involving network elements that do not constitute required UNEs (by law or agreement), or where UNEs are not requested for a permissible purpose.

15.4 SCHEDULE – UNE COMBINATIONS

UNE-P

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

EELs

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