APPENDIX PRICING - UNE

1.0 Application of Prices

- 1.1 CLEC agrees to compensate SWBT for unbundled Network elements at the rates contained in this Appendix and Exhibit 1. Unbundled Network Elements are available from SWBT on a per unbundled Network Element basis, including UNE combinations.
- 1.2 Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. In accordance with section 8.1 of the General Terms and Conditions, interest will apply on overdue amounts.
- 1.3 The attached Schedule of Prices sets forth the prices that SWBT will charge CLEC for unbundled Network Elements and certain other items (e.g. Compensation Rates, Hosting Charges, E911 Charges).
- 1.4 Except for requests that are expressly made subject to the Bona Fide Requests (BFR) process described in Appendix A of Attachment 6 ("BFR Process"), CLEC may order, and SWBT will provide, all Attachment 6 Elements on the basis of the attached Schedule of Prices. The Parties agree that the Appendix Pricing UNE Schedule of Prices contains a complete list of rate elements and charges associated with unbundled Network Elements and other items, if any, offered by SWBT pursuant to this Attachment. This paragraph does not limit or expand the use of the BFR process.
- 1.5 This Section Intentionally Left Blank
- 1.5.1 Zone 1 includes Rate Group D as defined in SWBT's Local Exchange Tariff. Zone 2 includes Rate Group B as defined in SWBT's Local Exchange Tariff. Zone 3 includes Rate Group A as defined in SWBT's Local Exchange Tariff. Zone 4 includes Rate Group C as defined in SWBT's Local Exchange Tariff.

2.0 Recurring Charges

- 2.1 Charges, where applicable, are as shown in Appendix-Pricing-UNE.
- 2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.
- 2.3 Where rates will be based on minutes of use, usage will be accumulated at the end office and are rounded to the next higher minute per monthly billing cycle. In the long term usage will be measured beginning when the facilities are seized (excluding network failures) and ending when the facilities are released. SWBT is currently unable to measure busy/don't answer

- (by/da), but SWBT intends to develop such capability. SWBT will provide CLEC not less than 30 days notice when SWBT begins to measure by/da. No related true up will occur.
- 2.4 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole before determining the mileage and applying rates.

3.0 Non-Recurring Charges

- 3.1 Non-recurring charges for unbundled Network Elements are included on Appendix Pricing UNE Schedule of Prices.
- 3.2 If CLEC provides its own testing for unbundled Network Elements and its testing produces incorrect information which results in SWBT dispatching a repair crew unnecessarily, then CLEC will pay SWBT the cost of the unnecessary trip.
- 3.3 SWBT_offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing UNE Schedule of Prices labeled "Service Order Charges Unbundled Element".
- 3.3.1 The charges described in this paragraph are separate and distinct from the charges described immediately above. When an existing CLEC UNE customer changes the Presubscribed Interexchange Carrier (PIC), a single charge of \$5.83 will apply. For additional PIC changes on that same order, a change of \$1.52 for each additional PIC charge will apply.

3.4 Service Orders

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- 3.4.1 Appendix Pricing UNE Schedule of Prices lists a price for service orders. This price will be applied pursuant to the award in Case No. TO-98-115.
- 3.5 CLEC shall pay a nonrecurring charge when CLEC modifies a signaling point code. The price for this type of modification is contained in the Appendix Pricing UNE Schedule of Prices.

4.0 Maintenance of Service, Time and Materials, and NonProductive Dispatch Charges

4.1 If CLEC requests or approves a SWBT technician to perform special installation, maintenance, or conversion services for Unbundled Network Elements excluding services which SWBT is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.

- 4.2 Consistent with Attachment 8 Maintenance UNE, if CLEC determines that trouble has occurred in SWBT's equipment and/or facilities, CLEC will issue a trouble report to SWBT.
- 4.3 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.
- 4.5 If CLEC issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SWBT personnel are allowed access to the premises, the NonProductive Dispatch charges will still apply.
- Time and Materials and/or Maintenance of Service and/or NonProductive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof": and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is considered to be Monday through Friday 8 a.m. to 5 p.m. which is SWBT's normally scheduled work day. SWBT's normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of SWBT's normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with SWBT's normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SWBT employee is necessary.
- 4.7 SWBT will bill CLEC Time and Materials, NonProductive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.
- 4.8 SWBT will manage costs of Time and Materials, NonProductive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with SWBT's internal management of those costs.

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- 4.9 Charges for services contained in this section are listed in Appendix Pricing UNE Schedule of Prices labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".
- 5.0 Application of Usage Sensitive Charges To Particular Call Flows
- 5.1 This Section Intentionally Left Blank
- 5.1.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate local calls. ULS-T represents the use of the unbundled Local Switching element to terminate local calls.
- 5.2 Rate Structure for ULS
- 5.2.1 Intra Switch Calls (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):
 - 5.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a SWBT end user service line, Resale service line, or any unbundled line or trunk port which is connected to the same end office switch.
 - 5.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
 - 5.2.1.3 SWBT will not bill ULS-T for Intra switch calls.
- 5.2.2 Interswitch Calls (calls not originating and terminating in the same switch) i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:
 - 5.2.2.1 Local Calls
 - 5.2.2.1.1 General Principles
 - 5.2.2.1.1.1 When a call originates from an CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over SWBT's common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing UNE Schedule of Prices. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing UNE Schedule of Prices.
 - 5.2.2.1.1.1.1 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, SWBT will not be required to record and will not bill actual tandem switching usage.

Rather, CLEC will pay the rate shown on Appendix Pricing UNE - Schedule of Prices labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the tandem switch.

- 5.2.2.1.2 IntraLATA and InterLATA Toll Calls
- 5.2.2.1.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.
- 5.2.2.1.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC local service End Users, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using SWBT-MO unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SWBT-MO access Tandem Office Switch, with CLEC using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access Tandem Office Switch. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay SWBT-MO ULS-O usage, signaling, common transport, and Tandem Office Switching for such calls. SWBT-MO will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local End Users using SWBT-MO unbundled local switching.
- 5.2.2.1.2.3 If the PIC elects to use transport and Tandem Office Switching provided by SWBT-MO to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users using SWBT-MO unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT-MO will not bill the PIC any originating switching access charges in connection with such calls.
- 5.2.2.1.2.4 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and SWBT-MO will not charge terminating access to CLEC or the IXC except that SWBT-MO may bill the IXC for terminating transport in cases where the IXC has chosen SWBT-MO as its transport provider.

5.2.3 Toll Free Calls

- 5.2.3.1 When CLEC uses ULS Ports to initiate an 800-type call, SWBT-MO will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.
- 5.2.4 Optional Two-way Extended Area Service (EAS)
 - 5.2.4.1 When the NXX of the telephone number provided to CLEC is one associated ith an optional EAS arrangement, CLEC shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

EXHIBIT 1

When CLEC requests a 2-Wire Analog Loop (i.e., 8db loop) with a 2-Wire Analog Switch Port and the Analog Loop to Switch Port Cross-Connect (REQ type "M"), and these items are in a pre-existing combination in Missouri (ACT Type "V"), a service order charge will apply but the non-recurring charges for each of these two individual unbundled network elements and the cross connect will be \$0 on an interim basis, subject to true-up as described below, pending the outcome of Missouri Public Service Commission Docket No. TO-98-115 or a future cost proceeding, arbitration or other proceeding involving both parties before the Missouri Public Service Commission to review the costs and set permanent non-recurring charges for these elements and the cross-connect. SWBT will apply the appropriate service order charge and the non-recurring charges for any vertical features requested. Following the issuance of a final order by the Missouri Public Service Commission (subject to any stay pending appeal), the rates established in such proceeding shall immediately apply to this Agreement and the interim rates set forth above in this Exhibit 1 shall be subject to retroactive true-up to the rates established by the Missouri Public Service Commission as described below.

Within thirty (30) days of the Missouri Public Service Commission's issuance of a final order in TO-98-115 or other proceedings, the Parties shall amend this Agreement by filing a revised Exhibit 1 which conforms to the outcome of such final order.

Each of the rates listed in the following Appendix Pricing UNE Schedule of Prices that are interim will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, in Case No. TO-2001-438 or otherwise. These include rates for UNEs/Services for which the Commission set interim rates in Case No. TO-98-115 and rates for listed UNEs for which the Commission has not set rates, including unbundled local transport rates. The rates listed in the following Appendix Pricing UNE Schedule of Prices that are interim are subject to true up to the permanent rates established by the Public Service Commission, in Case No. TO-2001-438 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent rates, but shall not include any period prior to the effective date of this agreement with CLEC.

OTE	UNE/Service		Monthly Recurring		recurring ate First		onrecurring e Additiona
1	Network Interface Device Disconnect Loop from inside wiring, per NID		None	\$	23.00	\$	14.3
	Unbundled Loops						
1	2W Analog Zone 1	\$	12.71	\$	19.55	\$	8.3
1A	2W Analog Zone 2	\$	18.64	\$	19.55	\$	8.3
1A	2W Analog Zone 3	\$	19.74	\$	19.55	\$	8.3
1A	2W Analog Zone 4	\$	16.41	\$	19.55	\$	8.3
1	Conditioning for dB Loss	\$	6.63	\$	17.54	\$	8.5
1A	4W Analog Zone 1	\$	17.81	\$	21.58	\$	8.3
1A	4W Analog Zone 2	\$	31.62	\$	21.58	\$	8.3
1A	4W Analog Zone 3	\$	55.04	\$	21.58	\$	8.3
1A	4W Analog Zone 4	\$	27.07	\$	21.58	\$	8.3
1	2W Digital Zone 1	\$	25.79	\$	43.33	5	22.6
1A	2W Digital Zone 2	\$	37.89	\$	43.33	\$	22.€
1A	2W Digital Zone 3	S	52.60	\$	43.33	S	22.6
1A	2W Digital Zone 4	\$	37.30	\$	43.33	\$	22.6
1A	4W Digital Zone 1	\$	91.06	\$	102.47	\$	40.4
1A	4W Digital Zone 2	\$	95.45	\$	102.47	\$	40.4
1A	4W Digital Zone 3	\$	97.10	\$	102.47	\$	40.4
1A	4W Digital Zone 4	s	91.25	\$	102.47	\$	40.
	Loop Cross Connects (with testing unless otherwise noted)						
1	Analog Loop to Collo 2W		\$1.89		\$26.87		\$22
1	Analog Loop to Collo 2W w/o testing		\$0.31		\$14.97		\$9
1	Analog Loop to Collo 4W		\$3.77		\$31.22		\$29
1	Analog Loop to Collo 4W w/o testing		\$0.63		\$25.38		\$17
1	Digital Loop to Collo 2W		\$1.89		\$26.87		\$22
1	Digital Loop to Collo 2W w/o testing		\$0.31		\$14.97		\$9
1	Digital Loop to Collo 4W		\$9.00		\$45.03	į	\$34
1	Digital Loop to Collo 4W w/o testing		none		\$29.04	. \$	28.
3	Analog Loop to DCS 2W	\$	0.27	\$	20.65	\$	16.
3	Analog Loop to DCS 4W	\$	0.54	\$	20.65	5	16.
3	Digital Loop to DCS 2W	\$	2.64	\$	20.65	\$	16.
3	Digital Loop to DCS 4W	\$	8.29	\$	28.95	\$	26.
3	DS3 Loop Crossconnect	\$	225.59	\$	-		\$
3	Analog Loop to Switch Port	\$	•	\$	4.17	\$	3.
3	Digital Loop to Switch Port 2W	\$	_	\$	9.40	\$	9.
3	Digital Loop to Switch Port 4W	\$	7.51	\$	37.58	\$	37
	Subloop Feeder						
1	2W Analog Zone 1	\$	4.81	\$	17.16	5	7
1	2W Analog Zone 2	\$	6.60	\$	17.16	\$	7
1	2W Analog Zone 3	\$	6.87	\$	17.16	5	7
1	2W Analog Zone 4	\$	9.90	\$	17.16	\$	7
1	2W Digital Zone 1	\$	20.18	\$	40.52	\$	20
1	2W Digital Zone 2	\$	32.17	\$	40.52	\$	20
1	2W Digital Zone 3	5	30.89	\$	40.52	\$	20
1	2W Digital Zone 4	\$	39.13	\$	40.52	\$	20
1	DS1 4W Copper Zone 1	\$	67.05		73.25	• \$	29
1	DS1 4W Copper Zone 2	\$	67.27	\$	73.25	\$	29
1	DS1 4W Copper Zone 3	\$	67.17		73.25		29
1	DS1 4W Copper Zone 4	s	70.79	\$	73.25	\$	29
	SubLoop Distribution						
1	2W Analog Zone 1	\$	6.69	\$	85.08	\$	35
1	2W Analog Zone 2	\$	10.68	\$	85.08	\$	35
1	2W Analog Zone 3	\$	12.92	\$	85.08	\$	35
1	2W Analog Zone 4	\$	22.78	\$	85.08	\$	35
1	2W Digital Zone 1	, \$	9.63	\$	86.76	\$,	38
1	2W Digital Zone 2	\$	13,63	, \$	86.76	\$	38
1	2W Digital Zone 3	\$	15.86	\$.	86.76	\$.	38
1	2W Digital Zone 4	\$	25.70		86.70		38
1	4W Digital Zone 1	\$	4.68		131.83		52
1	4W Digital Zone 2	\$	6.23		131.8		52
i	4W Digital Zone 3	\$	10.05		131.8		52
1	4W Digital Zone 4	\$	22,41		131.8		5
	Subloop Cross Connect						
2	2 Wire		None	\$	61.5	5 \$	4
2	4 Wire		None	\$		0 \$	5

OTE	UNE/Service		Monthly Recurring	N	onrecurring Rate First		onrecurring e Additions
2	Dark Fiber	\$	47.00	\$	75.00		52.5
	Dark Fiber						
1	Dark Fiber Foot Zone 1	\$	0.002085		None		None
i	Dark Fiber Foot Zone 2	5	0.002085		None		None
1	Dark Fiber Foot Zone 3	\$	0.003150		None		None
1	Dark Fiber Foot Zone 4	\$	0.002085		None		None
,	Dain Hoof Cot Colle 4	•	0.002000		14010		740/10
1A	Local Switching		0.0016200		None		None
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 1	\$ \$	0.0019490		None None		None
	Standard/Per Orig. or Term. MOU (excluding port) - Zone 2						None
1A 1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 3 Standard/Per Orig. or Term. MOU (excluding port) - Zone 4	\$ \$	0.0028070 0.0023910		None None		None
17	Standard/Fell Olig. of Terms MOO (excluding port) - 2018 4	•	0.0023910		110110		140110
2	Customized Routing Resale AIN		0.40		None		Non
3	Per customer line	\$	0.10		None	_	Non
3	Per end office (unless previously charged under UNE)		None	\$	85.00		85.0
3	SOAC Table Work (unless previously charged under UNE)		None	\$	6,201.00	S	6,201.0
3	Development 1st LSP		None	\$	390,645.00		Non
3	Development Subsqt LSP		None		ICB		Non
_	Customized Routing UNE AIN						
3	Per query per customer line	\$	0.0002333	_	None		Nor
3	SOAC Work Table (if not previously charged under resate)		None	\$	7,160.30	\$	7,160.
3	SOAC Work Table (if previously charged under resale)		None	\$	959.30	\$	959.
3	Per end office (if not previously charged under resale)		None	\$	98.10	\$	98.
3	Per end office (if previously charged under resale)		None	\$	13.10	\$	13.
3	Per Centrex-like Customer		None	\$	123.60	5	123.
3	Development 1st LSP		None		\$273,916.32		No
3	Development Subsqt LSP		None		ICB		No
	Ports						
1A	Analog Line Port Zone 1	\$	1.74	\$	1.27	. \$	1
1A	Analog Line Port Zone 2	\$	1.97	\$	1.27	\$	1
1A	Analog Line Port Zone 3	\$	2.47	\$	1.27	5	1
1A	Analog Line Port Zone 4	5	2.25	\$	1.27	. \$	1
1	BRI Line Port Zone 1	\$	5.56	\$	5.36	\$	3
1	BRI Line Port Zone 2	\$	5.56	\$	5.36	\$	3
1	BRI Line Port Zone 3	\$	5.56	\$	5.36	\$	3
1	BRI Line Port Zone 4	s	5.56	\$	5.36	\$	3
1	PRI Trunk Port Zone 1	\$	165.85	\$	214.53	\$	98
1	PRI Trunk Port Zone2	s	165.85	s	214.53	s	98
1	PRI Trunk Port Zone 3	\$			214.53	\$	98
1	PRI Trunk Port Zone 4	\$			214.53		98
1	Analog DID Trunk Port - Zone 1	Š			50.04	\$	50
1	Analog DID Trunk Port - Zone 2	s			52.10		52
1	Analog DID Trunk Port - Zone 3	s			50.04	s	50
1		s			50.04	-	50
	Analog DID Trunk Port - Zone 4						
1	DS1 Trunk Port Zone 1	\$			121.79		24
1	DS1 Trunk Port Zone 2	\$			121.83		24
1	DS1 Trunk Port Zone 3 DS1 Trunk Port Zone 4	\$ \$			120.35 123.74		2:
•						-	
2	Feature Activation per Analog Port Type Call Waiting		None		\$0.00		None
2	Call Forwarding Variable		None		\$0.00		None
2	-		None		\$0.00		None
2	Call Forwarding Busy Line		None		\$0,00		None
2	Call Forwarding Don't Answer Three-Way Calling		None		\$0.00		None
2	, <u> </u>		None		\$0.00		None
	Speed Calling 8						None
2	Speed Calling 30		None		\$0.00		
2	Auto Callback/Auto Rediat		None		\$0.00		None
2	Distinctive Ring/Priority Call		None		\$0.00		None
2	Selective Call Rejection/Call Blocker		None		\$0.00		None
2	Auto Recall/Call Return		None		\$0.00		None
2	Selective Call Forwarding		None		\$0.00)	None
2	Calling # Delivery		None		\$0.00)	None
2	CNAM Delivery		None		\$0.00)	None
2	Calling Number/Name Blocking		None		\$0.00)	None
2	Anonymous Call Rejection		None		\$0.00)	None
	•						

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
2	Personalized Ring	None	\$0.00	None
2	Hunting Arrangement	None	\$0.00	None
	Canture Arthestian par executable occurrence			
2	Feature Activation per successful occurrence Call Trace (per feature per port)	None	\$0.00	None
2	Call Trace (per successful occurrence per port)	None	\$0.00	None
	ISDN BRI Port Features		** **	
2 2	CSV/CSD per B channel Basic EKTS per B channel	None None	\$0.00 \$0.00	None None
2	CACH EKTS per B channel	None	\$0.00	None
_			**	
1	ISDN PRI Port Features			
2	Backup D Channel	None	\$0.00	None
2 2	CNAM Delivery	None None	\$0.00 \$0.00	None None
'	Dynamic Channel Allocation	NONE	\$0.00	None
	Analog DID Trunk Port			
2	DID #s - Initial 100 #s	None	\$0.00	None
2	DID #s - Initiat 10 #s	None	\$0.00	None
1	DOA DISTRICT OF DEAD OF			
2	DS1 Digital Trunk Port DID DID #s - Initial 100 #s	Mone	\$0.00	\$0.00
2	DID #s - Initial 100 #s	None None	\$0.00	\$0.00 \$0.00
		110110	•0.00	40.00
	Centrex-like System Charges			
2	System Establishment per serving office - Analog Only	None	\$0.00	\$0.00
2	System Establishment per serving office - Analog/ISDN BRI Mix	None	\$0.00	\$0.00
2	System Establishment per serving office - ISDN BRI Only System Subsont Conversion per serving office - Add Analog to existing ISDN	None	\$0.00	\$0.00
2	BRI only system	None	\$0.00	\$0.00
	System Subsqnt Conversion per serving office - Add ISDN to existing Analog			
2	only system	None	\$0.00	\$0.00
l	Analog Book Francisco			
2	Analog Port Features Standard feature initialization per analog port	None	\$0.00	None
2	Auto Callback Calling/Business Group Callback	None	\$0.00	None
2	Call Forwarding Variable/ Business Group Call Forwarding Variable	None	\$0.00	None
2	Call Forwarding Busy Line	None	\$0.00	None
2	Call Forwarding Don't Answer	None	\$0.00	None
2 2	Call Hold Call Pickup	None None	\$0.00 \$0.00	None None
2	Call Transfer - All Calls	None	\$0.00	None
2	Call Waiting - Intragroup/Business Call Forwarding Var.	None	\$0.00	None
2	Call Waiting - Orig.	None	\$0.00	None
2	Call Waiting - Term.	None	\$0.00	None
2	Class of Service Restr Fully	None	\$0.00	None
2	Class of Service Restr Semi Class of Service Restr Toll	None None	\$0.00 \$0.00	None None
2	Consult. Hold	None	\$0.00 \$0.00	
2	Dial Call Waiting	None	\$0.00	
2	Directed Call Pickup - Non Barge in	None	\$0.00	None
2	Directed Call Pickup - With Barge in	None	\$0.00	
2	Distinctive Ring and Call Waiting Tone	None	\$0.00	
2 2	Hunting Arramt - Circular	None	\$0.00	
2	Hunting Arrgmt - Circular Speed Calling Personal	None None	\$0.00 \$0.00	
2	Three Way Calling	None	\$0.00	
2	Voice/Data Protection	None	\$0.00	None
1				
	ISDN (BRI) Port Features	•>	*	, N
2 2	CSV per B channel	None None	\$0.00 \$0.00	
2	CSD per 8 channel Standard feature initialization per ISDN BRI port	None	\$0.00	
2	Add'l Call Offering for CSV	None	\$0.00	
2	Call Forwarding Busy Line	None	\$0.00	
2	Call Forwarding Don't Answer	None	\$0.00	
2	Call Forwarding Variable	None	\$0.00	
2 2	Call Hold	None None	\$0.00	
2	Call Pickup Call Transfer - All Calls	None None	\$0.00 \$0.00	
<u></u>	Odii Transitoi • Ali Odiis	11000	\$ 0,00	14016

NOTE	UNE/Service		Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
2	Class of Service Restr Fully		None	\$0.00	None
2	Class of Service Restr Semi		None	\$0.00	None
2	Class of Service Restr Toll		None	\$0.00	None
2 2	Consult. Hold		None	\$0.00	None
2	Dial Call Waiting		None	\$0.00	None
2	Directed Call Pickup - Non Barge in Directed Call Pickup - With Barge in		None	\$0.00	None
2	Distinctive Ringing		None	\$0.00	None
2	Hunting Ariging Hunting Arigint - Basic		None	\$0.00	None
2	Hunting Arromt - Circular		None	\$0.00	None
2	Speed Calling Personal		None	\$0.00	None
2	Three Way Calling		None None	\$0.00 \$0.00	None None
	Tenders Switzshine		115115	\$0.00	None
1A	Tandem Switching Per MOU per call	\$	0.001231	None	None
	Blended Transport				
1A	Zone1 Urban (STL, KS)	\$	0.000535	none	none
1A	Zone2 Suburban	\$	0.000641	none	none
1A	Zone3 Rural	\$	0.000697	none	none
IΑ	Zone4 Urban Springfield	\$	0.000507	none	none
1A	Interzona	s	0,000661	none	none
	Common Transport				
1A	Termination MOU Zone 1	\$	0.000155	None	None
1A	Termination MOU Zone 2	\$	0.000232	None	None
1A	Termination MOU Zone 3	\$	0.000246	None	None
1A	Termination MOU Zone 4	S	0.000132	None	None
1A	Termination MOU Interzone	S	0.000271	None	None
1A	Facility Mile MOU Zone 1	s	0.0000016	None	None
1A	Facility Mile MOU Zone 2	\$	0.0000057	None	None
1A	Facility Mile MOU Zone 3	s	0.0000117	None	None
1A	Facility Mile MOU Zone 4	š	0.0000008	None	None
1A	Facility Mile MOU Interzone	š	0.0000030	None	None
	Dedicated Transport				
_	DS1 Entrance Facilities				
2	Zone 1	s	162.30	\$ 471.00	\$ 342.00
2	Zone 2	\$	162.30	\$ 471.00	\$ 342.00
2	Zone 3	s	162.30	\$ 471.00	\$ 342.00
2	Zone 4	\$	162.30	\$ 471.00	\$ 342.00
	DS3 Entrance Facilities				
2	Zone 1	\$	1,884.49	\$ 477.75	\$ 372.00
2	Zone 2	\$	1,884.49	\$ 477.75	\$ 372.00
2	Zone 3	\$	1,884.49	\$ 477.75	\$ 372.00
2	Zone 4	\$	1,884.49	\$ 477.75	\$ 372.00
_	OC3 Entrance Facilities				
3	Zone 1	\$	662.30	\$ 608.40	\$ 231.15
3	Zone 2	\$	681.16		
3	Zone 3	\$	719.97		
3	Zone 4	\$	662.30		
•	OC12 Entrance Facilities				
3	Zone 1	S	1,570.55	\$ 608.40	\$ 231.15
3	Zone 2	\$	1,589.41		\$ 231.15
3	Zone 3	\$	1,628.22		
3	Zone 4	\$	1,570.55		
3	VG Interoffice Transport - Urban Term.	5	12.74	\$87.06	\$98.46
3	VG Interoffice Transport - Suburban Term.	\$	12.89	\$87.06	\$98.46
3	VG Interoffice Transport - Rural Term.	\$	13.25	\$87.06	\$98.46
3	VG Interoffice Transport - Urban - Springfield Term.	\$	12.74	\$87.06	\$98.46
3	VG Interoffice Transport - Interzone Term.	\$	13.87	\$87.06	\$98.46
3	VG Interoffice Transport - Urban Mile	\$	0.011	Same as for Term.	Same as for Term
3	VG Interoffice Transport - Suburban Mile	\$	0.057	Same as for Term.	Same as for Term
3	VG Interoffice Transport - Rural Mile	ŝ	0.113	Same as for Term.	Same as for Term
3	VG Interoffice Transport - Urban - Springfield Mile	\$	0.011	Same as for Term.	Same as for Term
3	VG Interoffice Transport - Interzone Mile	\$	0.057	Same as for Term.	Same as for Term
1A	DS1 Transport I/O First mile - zone 1	\$	46.85		
1A	DS1 Transport I/O First mile - zone 2	š	70.87		
1A	DS1 Transport I/O First mile - zone 3	s	71.61		

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NOTE	UNE/Service		Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additiona
1A	DS1 Transport I/O Additional mile - zone 1	5	0.51	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O Additional mile - zone 2	\$	1.36		\$ 118,14
1A	DS1 Transport I/O Additional mile - zone 3	\$	1.60	· · · · · · ·	
1A 1A	DS1 Transport I/O Additional mile - zone 4 DS1 Interzone First mile	\$	0.19		
1A	DS1 Interzone - Additional mile	\$ \$	81.61 0.97		
1A	DS 3 Transport I/O First mile - zone 1	, s	754.05		\$ 118,14 \$ 130.07
1A	DS 3 Transport I/O First mile - zone 2	Š		\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O First mile - zone 3	s	1,670.39		\$ 130,07
1A	OS 3 Transport I/O First mile - zone 4	\$	643.14		
1A	DS 3 Transport I/O Additional mile - zone 1	s	12.75		\$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 2	\$	46.01		
1A	DS 3 Transport I/O Additional mile - zone 3	\$	79.54	\$ 170.28	\$ 130.0
1A	DS 3 Transport I/O Additional mile - zone 4	, \$	16.16	\$ 170.28	\$ 130.0
1A	DS 3 Interzone - First mile	S	1,924,75	\$ 170.28	\$ 130.0
1A	DS 3 Interzone - Additional mile	\$	21.08	\$ 170.28	\$ 130.0
3	OC3 Interoffice Transport - Urban Term.	\$		\$ 562.41	
3	OC3 Interoffice Transport - Suburban Term.	\$	' - '	\$ 562.41	
3	OC3 Interoffice Transport - Rural Term,	\$	-	\$ 562.41	
3	OC3 Interoffice Transport - Urban Springfield Term.	\$		\$ 562,41	
3 3	OC3 Interoffice Transport - Interzone Term.	\$	2,578.91		
3	OC3 Interoffice Transport - Urban Mile	5	27.85	Same as for Term.	
3	OC3 Interoffice Transport - Suburban Mile	\$	48.47	Same as for Term.	Same as for Terr
3	OC3 Interoffice Transport - Rural Mile	\$	175.76	Same as for Term.	Same as for Terr
3	OC3 Interoffice Transport - Springfield Mile OC3 Interoffice Transport - Interzone Mile	5	27.65	Same as for Term.	Same as for Ten
3	OC12 Interoffice Transport - Urban Term.	\$ \$	43.27	Same as for Term.	Same as for Ten
3	OC12 Interoffice Transport - Suburban Term.	5	5,238.16		
3	OC12 Interoffice Transport - Rural Term.	\$		\$ 577.05	
3	OC12 Interoffice Transport - Urban Springfield Term.	\$	8,048.17 5,238.16		
3	OC12 Interoffice Transport - Interzone Term.	Š	9,804.49		
3	OC12 Interoffice Transport - Urban Mile	\$	111.40	Same as for Term.	
3	OC12 Interoffice Transport - Suburban Mile	Š	193.85	Same as for Term.	Same as for Ten Same as for Ten
3	OC12 Interoffice Transport - Rural Mile		703.03	Same as for Term.	Same as for Ten
3	OC12 Interoffice Transport - Urban Springfield Mile	Š	111.40	Same as for Term.	Same as for Terr
3	OC12 Interoffice Transport - Interzone Mile	\$	173.0B	Same as for Term.	Same as for Ten
2	OC48 Interoffice Transport - Urban Term.	-	ICB	ICB	ICB
2	OC48 Interoffice Transport - Suburban Term.		ICB	ICB	ICB
2	OC48 Interoffice Transport - Rural Term.		ICB	ICB	ICB
2	OC48 Interoffice Transport - Interzone Term.		ICB	ICB	ICB
2	OC48 Interoffice Transport - Urban Mile		ICB	ICB	ICB
2	OC48 Interoffice Transport - Suburban Mile		ICB	ICB	ICB
2	OC48 Interoffice Transport - Rural Mile		1CB	ICB	ICB
2	OC48 Interoffice Transport - Interzone Mile		ICB	IÇB	ICB
2	Dedicated Transport Cross Connect				
3 3	Voice Grade 2 Wire	5	2.88		- 1
2	Voice Grade 4 Wire DS1	\$	4.05	\$ 53.06	\$ 38.5
1	DS1 DS3	S	12.00		
3	OC3	\$	30.08		
3	OC12	\$ \$	50.00		
2	OC48	3	1CB 50.00	\$ 239.85 ICB	\$ 124.0 ICB
	Digital Cross-Connect System				
2	DS0 DCS Port	\$	13,70	\$ 24.30	None
2	DS1 DCS Port	\$	45.14		None
2	DS3 DCS Port	\$			None
2	DCS Establishment		None	\$ 1,291.50	None
2	Database Modification		None	\$ 65.33	None
2	Reconfiguration Charge		None	\$ 0.94	None
^	Multiplexing				
2	VG to DS1	\$	180.00		
2	DS1 to DS3	\$	815.00	\$ 1,029.00	\$ 609.7
2	SS7 Links - Cross Connect			_	
2	STP to Collo Cage - DS0 (Zones 1,2,3&4)		74.20		
3	STP to Collo Cage - DS1(Zones 1,2,3 & 4) STP to SWBT TDF - DS0	\$	53.65		
	STP to SWBT SDX Frame - DS1	. \$	42.58	\$ 67.24	\$ 64.5

NOTE	UNE/Service		Monthly Recurring		recuri ate Fir			nrecur Addit	_
2	Unbundled Signaling	_							
3	STP Access Connection 1.544 Mbps - Fixed	\$	38.15		None			None	
3	STP Access Connection 1.544 Mbps - per mile		ded in rate above		None			None	
3	STP Access Link 56 Kbps per link	\$	100.16		None			None	
3	STP Access Link 56 Kbps per mile	Ş	0.91		None			None	
1A	SS7 Transport per message	\$	0.0000006		None			None	
3	SS7 Signaling Transport per call	\$	0.00006		None			None	
1A	STP Port per port	\$		\$	2	217.14		None	
3	Point Code Addition per STP pair		Non e	\$		12.57	-		12.57
3	GTT Addition - Simple		None	\$		1.01	\$		1.01
3	GTT Addition - Comptex		None		ICB			ICB	
•	Line Information Database - Validation and CNAM		*0.00						
2	Validation Query	,	\$0.00		None			None	
2	CNAM Service Query		\$0.00		None			None	
2	Query Transport		\$0.00		None			None	
2	Service Order Charge		\$0.00		None			None	
2	Line Validation Administration System		None		None			None	
4	Toll Free Database per Message/Query	_							
1	800 Query - Simple	\$	0.0002540		None			None	
1	Designated 10-Digit Translation	\$	•		None			None	
1	Call Validation	\$	-		None			None	
1	Call Handling and Destination (Toll-Free-800 Addition)	\$	0.0000340		None			None	
_	oss								
6	System Access		\$3,345.00		None			None	
6	Remote Facility per port - Direct Connection		\$1,580.00		None			None	
6	Remote Facility per port - Dial-up Connection		\$316.00		None			None	
	Service Order Charges - Unbundled Elements								
2	New Simple		None			\$0.00		None	
2	New Complex		None			\$0.00		None	
2	Change Simple		None			\$0.00		None	
2	Change Complex		None			\$0.00		None	
2	Record Simple		None			\$0.00		None	
2	Record Complex		None			\$0.00		None	
2	Disconnect Simple		None			\$0.00		None	
2	Disconnect Complex		None			\$0.00		None	
2	Suspend/Restore Simple		None			\$0.00		None	
2	Suspend/Restore Complex		None			\$0.00		None	
2	Expedited Simple		None			\$0.00		None	
2	Expedited Complex		None			\$0.00		None	
2	Customer Not Ready Simple		None			\$0.00		None	
2	Customer Not Ready Complex		None			\$0.00		None	
2	Due Date Change or Cancellation Simple		None			\$0.00		None	
2	Due Date Change or Cancellation Complex		None			\$0.00		None	
4	PIC Change Charge		Holle			\$5.83		\$1.52	
1	Mechanized UNE Service Order Charge		None	\$		5.00		None	
	Maintenance of Service Charges								
4	Basic Time - per half hour		None	s		30.93	s		21.3
4	Overtime - per half hour		None	\$		36.35			26.
4	Premium Time - per half hour		None	\$		41.77			32.
	Time and Materials Charges								
4	Basic Time - per half hour		None	\$		30.93	\$		21.
4	Overtime - per half hour		None	\$		36.35			26.
4	Premium Time - per half hour		None	\$		41.77			32.
	Nonproductive Dispatch Charges		-	-			-		,
4	Basic Time - per half hour		None	\$		30.93	2		21.
4	Overtime - per half hour		None	Š					26.
4	Premium Time - per half hour		None	\$		41.77			32.
	Miscellaneous								
2	Performance Data		ICB		ICB			ICB	
2	Special Request Processing		IC8		ICB			ICB	

OTE.	UNE/Service		Monthly ecurring	Nonrecurring Rate First	Nonrecurring Rate Addition
	Dark Fiber - Interoffice				
1	Zone 1 per fiber per foot per month	\$	0.002085	None	None
1	Zone 2 per fiber per foot per month	\$	0.003156	None	None
1	Zone 3 per fiber per foot per month	\$	0.004752	None	None
1	Zone 4 per fiber per foot per month	\$	0.002085	None	None
1	Dark Fiber Termination	\$	4.50	\$ 42.52	28.
3	Dark fiber to Collo Cross-Connect	\$	1.71	\$65.87	\$ 48.
	BCR				
4	Per local message	\$	0.08	None	None
4	Per interstate local message	\$	0.050	None	None
	Clearinghouse	_			
4	Per originating message	\$	0.02	None	None
4	Per end user message billed	\$	0.05	None	None
	Recording				
4	Recording/Access Usage Record		\$0.00	None	None
4	·				
	Assembly and Editing per Message		\$0.00	None	None
4	Rating per Message		\$0.00	None	None
4	Message Processing per Message		\$0.00	None	None
4	Provision of Message Detail per record		\$0.00	None	None
4	Source Info Provided per record furnished - meet point billing applicable		\$0.00	None	None
4	Source Info Provided per record furnished - meet point billing not applicable		\$0.00	None	None
	Hosting				
	Full Status BAO Comment Heating Comment Make and Indian				**.
4	Full Status RAO Company - Hosting Company Network per billable mssg	\$	0.0020	None	None
4	Full Status RAO Company - Nat'l CMDS Network per billable mssg Non-Full Status RAO Company - Hosting Company Network per billable	\$	0.0050	None	None
4	mssg	\$	0.0100	None	None
4	Non-Full Status RAO Company - Nat'l CMDS Network per billable mssg Non-Full Status RAO Company - Delivery per record charge per billable	2	0.0070	None	None
4	mssg.	\$	0.0030	None	None
	E911				
4	Feature per 1000 lines - ANI to SWBT PSAP	\$	10.00	\$ 80.0	0 None
	•				
4	Feature per 1000 lines - ANI to Non-SWBT PSAP	\$	10.00		
4	Feature per 1000 lines - ANI and Selective Routing to SWBT PSAP	\$	51.60	\$ 85.0	0 None
4	Easture now 1000 lines - Abil and Colective Douting to New CWET DCAD		54.50		o N
4	Feature per 1000 lines - ANI and Selective Routing to Non-SWBT PSAP	S	51.60	=	
4	Feature per 1000 lines - ANI and ALI to SWBT PSAP	5	83.60		
4	Feature per 1000 lines - ANI and ALI to Non-SWBT PSAP	\$	83.60	•	
4	Feature per 1000 lines - ANI, SR and ALI to SWBT PSAP	\$	83.60	\$ 85.0	0 None
4	Feature per 1000 lines - ANI, SR and ALI to Non-SWBT PSAP	\$	83.60	\$ 85.0	0 None
4	Trunk Charge per channel	\$	58.00	\$ 170.0	0 None
	Intercompany Termination Compensation for Local Traffic Tandem				
1A	Switching per MOU	\$	0.001231	None	None
	Common Transport	_	* **- :		
1A	Termination MOU Zone 1	\$	0.000155	None	None
1A	Termination MOU Zone 2	\$	0.000232	None	None
1A	Termination MOU Zone 3	\$	0.000246	None	None
1A	Termination MOU Zone 4	\$	0.000132	None	None
1A	Termination MOU Interzone	\$	0.000271	None	None
1A	Facility Mile MOU Zone 1	\$	0.0000016	None	None
1A	Facility Mile MOU Zone 2	\$	0.0000057	None	None
1A	Facility Mile MOU Zone 3	5	0.0000117	None	None
1A	Facility Mile MOU Zone 4	s	0.0000008	None	None
1A	Facility Mile MOU Interzone	\$	0.0000030	None	None
	Local Switching				
1A	Zone 1 Urban (STL, KS)	\$	0.001620	none	none
1A	Zone 2 Suburban	\$	0.001949	none	none
1A	Zone 3 Rural	\$	0.002807	none	none
1A	Zone 4 Urban Springfield	\$	0.002391	none	none
	Transit Compensation				

NOTE	UNE/Service		Monthly Recurring		Nonrecurring Rate First	Nonrecurring Rate Additiona
1	Transit Rate Zone 2	s	0.0018	44	None	None
1	Transit Rate Zone 3	\$	0.0019	17	None	None
1	Transit Rate Zone 4	\$	0.0016	79	None	None
1	Transit Rater Interzone	\$	0.0018	63		
	CMRS Transit Compensation					
1	Transit Rate Zone 1	s	0.0017	14	None	None
1	Transit Rate Zone 2	s	0.0018	44	None	None
1	Transit Rate Zone 3	\$	0.0019	17	None	None
1	Transit Rate Zone 4	\$	0.0016	79	None	None
1	Transit Rater Interzone	\$	0.0018	63	None	None
	Poles, Ducts, and Conduit					
1	Pole Attachment per pole per year	\$	2.	35	None	None
1	Conduit Space, per duct foot per year	\$	0.	40	None	None
1	Inner Duct, per duct foot per year	\$	0.2	:05	None	None
	INP Remote					
1	Per line		None		None	None
1	Add'l Path		None		None	None
	INP Direct					
1	Number		None		None	None
1	Trunk Termination		None		None	None
1	D4 Channel Bank		None		None	None
1	DID Nonrecurring per #		None		None	None
1	DID Nonrecurring Transport per MOU		None		None	None
	Conversion Order Charges for Resold Services					
1	Mechanized Simple		None		\$ 5.00	None
1	Mechanized Complex		None		\$ 5.00	None
1	Simple Manual		None		\$ 5.00	None
1	Complex Manual		None		\$ 5.00	None
2	NXX Migration per NXX		None		\$ 12,940.00	
4	Local Disconnect Report	\$	0.0	003	None	None
	Central Office Access Charge					
5	Residential		None		\$ 16.35	None
5	Business		None		\$ 21.30	None

^{1.} Permanent TELRIC Based rates from final Missouri Commission order in TO-97-40

¹A. Permanent TELRIC based rates from Final Missouri Commission order in TO-97-40, Less Voluntary reductions

Interim subject to prospective change and retrospective true-up to prices established by the the Missouri PSC in Case No. TO-2001-438 or other appropriate docket established by the PSC

Interim subject to prospective change and retrospective true-up to prices established by the Missouri PSC in Case No. TO-2001-438 or other appropriate docket established by the PSC

Based on Missouri Tariff rates and or taken from SWBT/CLEC Missouri Interconnection Agreements filed with and approved by the Missouri PSC

^{5.} Texas Tariff based rate

^{6.} Rates are zero until October 7th, 2002

Appendix A Bona Fide Request Process

1.0 Bona Fide Request Process

1.1 Overview

A Bona Fide Request (BFR) is a process, which a CLEC can utilize to request elements, which do not currently exist in the CLEC's contract. This includes new unbundled elements or modifications to previously identified network elements. This BFR process is utilized for Unbundled Network Elements (UNE) and interconnection facilities. SWBT uses the BFR process to determine technical feasibility of Interconnection or the provisioning of Unbundled Network Elements. For those items found to be technically feasible, the BFR process is used to provide the terms and timetable for providing the requested items.

1.2 Request Process

The request for an unbundled element that is not in the CLEC's contract must be made in writing using the BFR application to the CLEC's Account Manager. For a copy of the BFR application, refer to the BFR Application Form.

The letter must provide the following information:

- Technical description of each requested Network Element
- Where the interconnection is to take place (street address or end office CLLI [Common Language Location Identification])
- Date when the interconnection is requested
- A description of how the Network Element will be utilized
- Projected quantity of interconnection points with a demand forecast
- Desired Interconnection specifications

SWBT promptly considers and analyzes each new BFR request it receives from a CLEC for interconnection or access to an Unbundled Network Element. Within ten (10) business days of its receipt, SWBT acknowledges receipt of the BFR and in such acknowledgment, advises the CLEC of any missing information needed to process the BFR. Thereafter, SWBT promptly advises the CLEC of the need for any additional information that will facilitate the analysis of the BFR.

1.2.1 BFR Denial

Within twenty (20) business days of its receipt of the complete and accurate BFR, SWBT will notify the CLEC if the request is denied. The reason for denial will accompany the notification. Reasons could include:

- BFR is not technically feasible
- BFR does not qualify as an Unbundled Network Element or Interconnection that is required

1.2.2 Preliminary Analysis of the BFR

Except under extraordinary circumstances, within thirty (30) business days of its receipt of the BFR and all information necessary to process it, SWBT provides to the CLEC a preliminary analysis of the BFR.

The preliminary analysis will include:

- A high level of the price to provision the request
- A timeline for the entire process
- The price for development of the BFR quote

1.3 CLEC Interconnection or Network Element Commitment Letter (CLECICL)

SWBT must receive from the CLEC a Competitive Local Carrier Interconnection or Network Element Commitment Letter (CLECICL), indicating agreement that the CLEC will pay the indicated price to develop the BFR Quote. Upon receipt of the CLECICL from the CLEC, SWBT begins to develop the BFR Quote.

1.3.1 CLEC Decides Not to Continue

If the CLEC authorizes SWBT to proceed with the development of the BFR Quote, and during that process decides not to continue, the CLEC becomes responsible for reimbursing SWBT for the price incurred to that point.

1.3.2 CLEC Continues Beyond the BFR Quote

If the CLEC decides to continue beyond the development of the BFR Quote, the price paid for developing the BFR Quote, which was paid by the CLEC, is credited to the CLEC. The payment is made upon provisioning the requested Interconnection or Network Element. Written authorization to proceed must be received by SWBT within thirty (30) business days of the CLEC's receipt of the preliminary analysis. If no confirmation to proceed is received, the BFR will be deemed canceled and the CLEC will pay SWBT all demonstrable prices incurred to that point. Any request to proceed after thirty (30) business days will require submission of a new BFR.

1.4 Developing the BFR Quote

If the requested BFR is deemed technically feasible, SWBT provides the CLEC with the following information as soon as reasonably possible (but not more than 90 business days after SWBT receives the CLECICL from the CLEC):

- Complete product description
- Prices, either Type 1 or Type 2
- Timelines

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- Quote to complete development
- Quantity to be provided
- Installation intervals

1.5 Brief Description of Type 1 & Type 2 Prices

There are two kinds of prices:

- Type 1 Prices include BFR development prices, recurring prices, and nonrecurring prices. Prices of this type are used predominately when demand does not cover the development prices.
- Type 2 Prices include recurring prices and nonrecurring prices of the BFR.

The choice between applying Type 1 Prices or Type 2 Prices is made at the sole discretion of SWBT. The following sections describe different kinds of prices for BFR.

1.5.1 Type 1 BFR Prices

If SWBT used Type 1 Prices in its BFR Quote, the CLEC must do one of the following:

- Agree to pay the development prices of the Interconnection or Network Element
- Cancel its BFR

If SWBT used Type 1 Prices in its BFR Quote and the CLEC accepted the quote, the CLEC may cancel the BFR at any time, provided that the CLEC pays SWBT's reasonably incurred development costs of the BFR up to the date of cancellation of the BFR by the CLEC.

If SWBT used Type 1 Prices in its BFR Quote and SWBT later determines that the Interconnection or Network Element requested in the BFR Quote is not technically feasible or otherwise does not qualify under the Act, SWBT notifies the CLEC within 10 business days of making such determination. In such instances, the CLEC does not owe any compensation to SWBT in connection with the BFR. In addition, SWBT refunds to the CLEC any development costs already paid by CLEC in connection with the BFR up to that point.

If SWBT used Type 1 Prices in its BFR Quote and the CLEC agrees to pay the development prices and CLEC requests SWBT to proceed:

SWBT additionally charges those development prices on a prorated basis (as set forth in c below) to the next nine parties who place an initial order after the CLEC for the BFR. As each additional party places its initial order for the BFR, SWBT refunds the appropriate prorated portion of the development prices to parties who have previously paid development prices.

The charges and refunds are made using the proration chart set forth in the 'Proration Chart For Type 1 BFR Project Prices' below except that the period of proration for charges and refunds shall be 36 months from when SWBT first makes the BFR available. Proration Chart for Type 1 BFR Project Prices

Requester	Development Costs	Cumulative Refund	Refunded to
1 st	100%	NA	NA
2nd	50%	50%	1st Part
3rd	33.33%	16.67%	1st & 2nd parties
4th	25.00%	8.33%	1st - 3rd parties
5th	20.00%	5.00%	1st - 4th parties
6th	16.67%	3.33%	1st - 5th parties
7th	14.29%	2.38%	1st - 6th parties
8th	12.50%	1.79%	1st -7th parties
9th	11.11%	1.39%	1st - 8th parties
10th	10.00%	1.11%	1st - 9th parties
11th and beyond	00.0%		

1.5.2 Type 2 BFR Prices

If SWBT used Type 2 prices in its BFR Quote, the CLEC must do one of the following:

- Indicate its non-binding interest in purchasing the elements at the stated quantities and rates
- Cancel its BFR

ATTACHMENT 7: ORDERING AND PROVISIONING UNBUNDLED NETWORK ELEMENTS

1.0 General Requirements

- 1.1 SWBT will provide pre-order, ordering and provisioning services to CLEC associated with unbundled Network Elements ("UNEs"), pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning Unbundled Network Elements.
- 1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.
- 1.3 CLEC may order, and SWBT will fill orders, for Unbundled Network Elements as defined in Attachment 6. Multiple individual Elements may be requested by CLEC from SWBT on a single Local Service Request (LSR) for a specific customer, without the need to have CLEC send an LSR for each Element.
- CLEC may order, and SWBT will fill orders, for combinations of Unbundled Network Elements, as defined in Attachment 6. Combinations of Unbundled Network Elements may be requested by a CLEC from SWBT on a single LSR for a specific customer, without the need to have CLEC send an LSR for each Element. When no entrance facility is required, CLEC may request an EEL on an LSR without having to submit separate LSRs and ASRs, so long as the EEL components all have the same characteristics (i.e., the same speed, grade, etc.). When an entrance facility is required, both an LSR and an ASR must be submitted for the initial EEL order. However, any subsequent EEL orders involving the same entrance facility may be submitted via an LSR form, without separate submission of an ASR. In accordance with the Change Management Process, SWBT agrees to provide additional electronic methods for ordering EELs on an LSR without need for a separate ASR as those ordering requirements are developed by the industry standard Ordering and Billing Forum.
- 1.5 For all unbundled Network Elements and Combinations ordered under this Agreement, SWBT will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from CLEC) to the services SWBT provides to its end users for an equivalent service. When UNEs are ordered in combination, for example, loop and switch port, the service must be supported by all the functionalities provided to SWBT's local exchange service customers. This will include but is not limited to, MLT testing, Dispatch scheduling, and Real time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner which meets the performance metrics SWBT achieves when providing the equivalent end user services to an end user.
- 1.6 SWBT and CLEC agree to work together in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry

standards for electronic interfaces for pre-order, ordering and provisioning. Neither Party waives any of its rights as participants in such forums in the implementation of the standards.

- 1.7 CLEC and SWBT will use two types of orders to establish local service capabilities based upon a UNE architecture:
- 1.7.1 Common Use unbundled Network Elements are defined as unbundled Network Elements provided by SWBT that are used by CLEC to provide a Telecommunications Service but are not customer specific including, without limitation, Common Transport, Dedicated Transport, tandem switching, signaling and call-related databases, and Operations Support Systems. When CLEC orders an unbundled Local Switch Port, and does not order customized routing, SWBT will provide CLEC access to SWBT's local network elements for the purposes of completing CLEC end user calls without the need for an order for the following Common Use Network Elements: Common Transport; Signaling and Call Related databases; and Tandem Switching. CLEC will pay the charges for usage of those elements in accordance with Appendix Pricing UNE Schedule of Prices.
- 1.7.1.1 When CLEC utilizes UNE switching, SWBT will not delete the associated LIDB database information (except as outlined in Attachment 6, Section 9.4.4.3.1) or Directory Listings database information unless requested by CLEC. SWBT will use a mechanized process to ensure that SWBT's directory listing, 911, and LIDB information for the end-user is not deleted during the process of converting that customer from service provided by SWBT to service provided by a CLEC. In addition, for directory listings, when CLEC submits local service requests (LSRs) for UNE loop and port combinations "as specified" or for "stand alone" UNE switch ports, CLEC will have the option of whether to populate the LSR Directory Listing ("DL") Form. Under these circumstances, SWBT will treat non-submission of the DL Form as instruction to SWBT that the CLEC's end-user listing(s) is to remain the same as the listing(s) currently appears in SWBT's directory listing databases.
- 1.7.2 Customer Specific unbundled Network Elements are unbundled Network Elements provided by SWBT to CLEC that are used to provide a Telecommunications Service to a single CLEC Customer. Customer Specific unbundled Network Elements include, but are not limited to, the Local Loop, Local Switching and any combination thereof (e.g. local loop and switch port). The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific unbundled Network Elements. The applicable standard is TCIF EDI. SWBT agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) and Switch Element Form (formerly Port Form) developed by the OBF. The TCIF 850, 860, 855, 865 and 977 transactions will be used to convey all the necessary data to connect, modify or disconnect SWBT's Customer Specific unbundled Network Elements employed by CLEC to deliver retail local services. CLEC and SWBT will use a mutually agreeable

X.25 or TCP/IP based network to exchange requests. CLEC and SWBT will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.

- 1.8 SWBT will accept an 860 EDI transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the supplemental information from CLEC. This treatment with respect to the 860 transaction will be accepted by both parties until the OBF clarifies the information exchanges associated with the supplementing orders and CLEC and SWBT agree upon a mutually acceptable time frame for adapting their internal systems to accommodate the OBF clarifications. In no event will the time frame for adaptation extend more than one year past the date the OBF adopts standards for supplementing orders.
- 1.9 SWBT will provide CLEC, upon request and not more than once per quarter, an electronic compare file that will contain the subscriber information stored in the SWBT 9-1-1 database for end-user customers served by CLEC through UNE switch ports. CLEC may request that electronic compare files be provided for all of CLEC's UNE switch port customer accounts in Missouri (sorted by NPA), or by specific NPA. At CLEC's option, SWBT will provide the electronic compare file on diskette, or by e-mail to CLEC. The compare file will be created in accordance with NENA standards on data exchange. Requests for electronic compare files will be processed by SWBT within 14 days of receipt of CLEC's request. CLEC will review the electronic compare file(s) for accuracy, and submit any necessary corrections to SWBT via the appropriate 911 listing correction process. Should CLEC wish to obtain the 911 compare file more frequently than once per quarter, terms and conditions for such additional access will be mutually agreed by the parties.

2.0 Pre-Order Interface

2.1 SWBT and CLEC agree to work together to implement for UNEs the Electronic Gateway Interface (EGI) used for resold services that provides non-discriminatory access to SWBT's pre-order process. CLEC and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date and Customer Service Record (CSR) information), subject to the conditions as set forth in Attachment 2: Ordering and Provisioning - Resale, Section 1.4.

3.0 Ordering and Provisioning Interface

3.1 In areas where SWBT does not provide an electronic interface for the pre-order, ordering and provisioning processes, SWBT and CLEC will develop manual work around processes until such time as the transactions can be electronically transmitted. If unbundled Network Elements or Combinations are provided by SWBT to CLEC before

electronic interfaces are established between CLEC and SWBT, CLEC will transmit preorder, ordering and provisioning requests to the SWBT Local Service Center (LSC) via facsimile and/or telephone or other mutually agreed upon means to SWBT. The SWBT LSC will respond to CLEC calls with the same level of service that SWBT provides pursuant to Section 1.5 of Attachment 2. When CLEC elects to process orders manually, it may choose to submit a log listing its order requests. When such a log is submitted, SWBT will return an acknowledgement, verifying which or all of the accompanying orders were received by SWBT on that fax. This return acknowledgement will be submitted within one hour of the time CLEC's log is received. SWBT is developing a process for mechanized fax return of FOC for manually submitted orders.

- 3.2 SWBT will provide an industry standard ordering EDI interface to enable CLEC to perform all of the service order functions listed in Exhibit A to this Attachment (including conversion as specified, new connects, disconnects, change orders, records only order, Outside Moves, T&F order, supplemental orders, firm order confirmation, jeopardies, rejects, and order completion) for individual and combinations of elements for the capabilities listed in Exhibit A to this Attachment (including individual elements, combinations, TSR to UNE, and UNE to TSR). SWBT and CLEC agree to use an industry standard EDI interface for the EDI ordering process. In addition, CLEC and SWBT agree to use a standard format for (1) ordering and provisioning, (2) time frame and mechanization requirements for transport and (3) Common Use Unbundled Network Elements (including, but not limited to signaling and call related databases, operator services and directory assistance). In any event, SWBT will make all unbundled Network Elements provided for in this Agreement available for ordering and purchase by CLEC.
- 3.2.1 SWBT also will make available to CLEC LEX. At least the following service order types may be processed via LEX: Conversion (as specified); Change (Features, Listings, interLATA and intraLATA [when available] Long Distance PICs); New Connect; Disconnect; From and To (change of premises with same service).
- 3.2.2 SWBT will make access to its Southwestern Order Retrieval and Distribution (SORD) system generally available to CLEC upon request. Due to the unique and varied options available to CLEC through use of SORD, CLEC will advise SWBT of the functionalities to which it desires access, such as those identified in the February 26, 1999 Accessible Letter, CLECSS99-027. Specific terms and conditions for those functionalities will be negotiated and incorporated herein through a separate appendix. There is no charge for access to SORD, other than the OSS access charge contained in Appendix Pricing-UNE Schedule of Prices.
- 3.3 CLEC and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information for unbundled Network Elements (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date, and Customer Service Record information (CSR) in English subject to the conditions as set forth in Attachment Resale) with the Effective

Date of the Agreement. SWBT and CLEC also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning specified in the Local Service Ordering Electronic Data Interchange (EDI) Support Implementation Guide (SIG) dated May 20, 1996, or as otherwise agreed to in writing by the Parties. Both EDI for pre-order and EDI for ordering and provisioning will be available with the Effective Date of the Agreement for all pre-order and ordering and provisioning order types and functions as outlined in Exhibit A.

- 3.4 Upon request by CLEC, SWBT and CLEC agree to work together to develop and implement an electronic communication interface that will replace the initial pre-order electronic interface and the ordering and provisioning EDI gateway and provide for Real Time data transfer, consistent with industry standards developed by the OBF and the TCIF. The Parties agree to implement this replacement interface as soon as practical, but no later than 120 days after the Electronic Communication Implementation Committee (ECIC) of TCIF standard reaches the status of "Final Closure," unless a later date is mutually agreed upon. SWBT will maintain the portion of this electronic interface implemented for certain transactions pursuant to EDI 9 pre-order requirements, and will implement the requirements of EDI 10 for pre-order pursuant to the Change Management Process.
- 3.5 SWBT will provide a Single Point of Contact (SPOC) for all of CLEC's pre-ordering, ordering, and provisioning contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays). SWBT will respond to emergency requests for after hours pre-ordering, ordering and provisioning via the LOC 24 hrs/day, 7 days a week.
- 3.5.1 SWBT will provide pre-ordering, ordering and provisioning services to CLEC for unbundled Network Elements Monday through Friday from 8 a.m. to 5:30 p.m. through the LSC or the LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SWBT provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8:00 a.m. to 5:30 p.m.,) pre-ordering, ordering, and/or provisioning services. If CLEC requests that SWBT perform such services, SWBT will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If CLEC accepts SWBT's quote, SWBT will perform such services to CLEC in the same manner as it does for itself and will bill CLEC for the actual hours worked and materials used.
- 3.6 SWBT will provide availability to electronic systems interfaces for pre-order capabilities for unbundled Network Elements as set forth in Section 1.8 of Attachment 2: Ordering and Provisioning Resale. SWBT will provide availability to electronic system interfaces for EDI file transmission for ordering unbundled Network Elements in parity with availability for ordering Resale Services. In any event, SWBT will provide CLEC availability to electronic interfaces for all pre-order, ordering and provisioning processes

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equal to the availability that SWBT provides to itself. These electronic system interfaces will conform to the terms of paragraphs 2.1 above and paragraph 7.1 below for the preordering, ordering and provisioning of Customer Specific Unbundled Network Elements. SWBT will also provide to CLEC a toll free nationwide telephone number to the LSC for issues connected to the electronic system interfaces (operational from 8:00 a.m. to 5:30 p.m., Monday through Friday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of Unbundled Network Elements. SWBT will also provide a help desk function for electronic system interfaces with out-of-hours coverage from 5:30 p.m. to 8:00 p.m., Monday through Friday, and from 8:00 a.m. through 8:00 p.m. on Saturday.

- 3.7 SWBT and CLEC will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Unbundled Network Elements. On or before the Effective Date of this Agreement, SWBT will provide a disaster recovery plan associated with the recovery of any systems and/or functions connected with the pre-order, ordering and provisioning processes.
- 3.8 SWBT will recognize CLEC as the customer of record for all Unbundled Network Elements ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.
- 3.9 SWBT will provide the following to CLEC upon request:
- 3.9.1 A list of all services and features activated and working for each switch that SWBT may use to provide a Local Switching Element, by switch CLLI and NPA NXX. In addition, SWBT shall provide information regarding the type of switching equipment, installed version of software generic, secured features, identification of any software or hardware constraints or enhancements, and a means to reliably correlate a customer address with the data to the extent such information is not proprietary. Within ten (10) business days after the Effective Date of the Agreement, SWBT will provide CLEC an initial electronic copy of this Information. SWBT will provide a complete update of the information to CLEC electronically on a quarterly basis, or as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.
- 3.9.2 Designed Layout Record Card for designed Unbundled Network Elements;
- 3.9.3 Advanced information on the details and requirements for planning and implementation of NPA splits via Accessible Letters; or, where SWBT is not the Central Office Code Administrator, to the extent the information is not available to CLEC in the same manner it is available to SWBT, SWBT will provide copies of notices containing such information received by SWBT to CLEC.

- 3.9.4 A subset of the Street Address Guide (SAG), transmitted electronically, which includes street addresses and the associated serving switches, enabling CLEC to map a customer address to a specific serving switch. SWBT will provide this information to CLEC within ten (10) business days after the Effective Date of this Agreement and quarterly thereafter except as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.
- 3.9.5 A list of current edits maintained in SWBT's LASR system, as well as those slated for inclusion in LASR.
- 3.9.6 A guide to the error codes used by SWBT for orders submitted by CLEC through the gateway that are rejected. The error code guide will be provided electronically, via SWBT's Internet website. New electronic error codes will be introduced through the accessible letter process and in accordance with the Change Management Process.
- 3.10 Each Party will train its employees who have contact with the other Party not to discriminate against the other Party and not to disparage the other Party to the other Party's customers.

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- 3.11 SWBT and CLEC will work together to develop methods and procedures between SWBT's LSC and CLEC's corresponding Work Center(s) and between SWBT's LOC and CLEC's corresponding Work Center(s) regarding systems, work center interfaces, and to establish an agreed upon process for changing methods and procedures. An error resolution team in the LSC will deal specifically with those service orders in error status after the order has reached completion status, but before the order has posted to SWBT's billing system. SWBT will clear any such errors prior to the next SWBT billing date applicable to that order.
- 3.12 SWBT and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.
- 3.13 SWBT and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer all misdirected calls that CLEC receives from SWBT customers to a SWBT designated number. CLEC and SWBT will agree on the scripts to be used for this purpose.

4.0 Pre-Ordering and Ordering Interface Requirements

- 4.1 SWBT will provide to CLEC EDI electronic interfaces for transferring and receiving order, Firm Order Confirmation (FOC), service completion, and other provisioning data and information. The EDI interfaces will be administered through a gateway that will serve as a single point of contact for the transmission of such data from CLEC to SWBT, and from SWBT to CLEC. The requirements and implementation of such a data transfer system are subject to future agreement by CLEC and SWBT, but will conform to the terms of Section 3 of this Attachment. SWBT's technical documentation will match the business requirements provided by SWBT to CLEC for development of its EDI interface. SWBT also will participate with CLEC in the established Change Management Process. SWBT agrees to announce and implement EDI releases in accordance with the policies, practices, and scheduling set forth jointly by SWBT and CLECs in the documented Change Management Process, as may be modified from time to time in accordance with the Change Management Process. Any CLEC in the process of negotiating and/or arbitrating an interconnection agreement with SWBT and any CLEC with an interconnection agreement with SWBT may participate in the Change Management Process. SWBT and CLECs will hold regular Change Management Process meetings. Such meetings shall be held monthly, with staff oversight from the Texas Public Utility Commission, at least through December 1999. SWBT will provide CLECs with the timely ability to participate in establishing the agenda for such meetings. Within two weeks of each such meeting, SWBT will file the minutes of the meeting with the Texas Public Utility Commission under Project Nos. 16251 and 20400 (while those projects remain open) and provide them to the Missouri Public Service Commission upon its request. SWBT will submit the minutes of the Change Management Process meetings to CLEC to provide input to the minutes at least five (5) days before SWBT files the minutes with the Texas Public Utility Commission. If SWBT refuses to incorporate CLEC's comments into the minutes, those comments will be filed together with the minutes prepared by SWBT. SWBT will provide complete documentation of the change management process in Texas Project Nos. 16251 and 20400, and a dispute resolution procedure will be developed in those Projects for the change management forum.
- 4.1.1 SWBT will provide flow-through capability in accordance with the requirements of Texas PUC Docket No. 19000 and Project No. 16251, and will develop additional flow-through capability through the Change Management Process in Project No. 20400. At a minimum, SWBT represents that its existing mechanized flow-through capability is accurately reflected in SWBT's Collaborative Process submission in Project No. 16251 dated September 21, 1998 stamped page 954 to SWBT's December 1, 1998 Affidavit of Chris Bourgeacq.
- 4.1.2 SWBT will continue to maintain the editing capabilities of SWBT's LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.

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- 4.2 When ordering unbundled Network Elements or Combinations, CLEC's representatives will have access to a pre-order electronic gateway provided by SWBT that provides Real Time access to SWBT's information systems. This gateway will be a Telecommunications Protocol/Internet Protocol (TCP/IP) gateway and will allow the CLEC representatives to perform the following tasks:
- 4.2.1 Obtain SWBT customer information, including customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;
- 4.2.2 Identify features and services to which the SWBT customer subscribes (CLEC agrees that CLEC's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange service provider be changed to CLEC);
- 4.2.3 Electronically assign a telephone number (if the customer does not have one assigned) with the customer on-line. Reservation and aging of these numbers remain SWBT's responsibility. For "vanity" numbers, SWBT will provide a manual process until an electronic capability becomes available. All these processes will permit reservation of a number, including, without limitation, a vanity number, for thirty days for consumer and business services;
- 4.2.4 Determine if a service call is needed to install the line or service;
- 4.2.5 Provide service availability dates to the customer;
- 4.2.6 Provide information regarding the dispatch/installation schedule, if applicable;
- 4.2.7 Provide PIC options for intraLATA toll (when available) and interLATA toll;
- 4.2.8 Perform address verification.
- 4.3 All CSR data exchanged must be in English, not USOC or FID format. All other data will be in a mutually agreed upon nomenclature.

5.0 Ordering Requirements

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5.1 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switch Port for any CLEC local service customer. In such instances, all unbundled Network Elements provided by SWBT will remain intact. SWBT will implement any restoration priority for unbundled Local Switching in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures. The charge for a Suspend/Restore order is reflected in

- Attachment 6, Appendix Pricing UNE Schedule of Prices labeled "Service Order Charges Unbundled Element."
- 5.2 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls, and third party or collect calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law.
- 5.3 When ordering unbundled Local Switching, CLEC may order from SWBT separate interLATA and intraLATA service providers (i.e., two PICs), when available, on a line or trunk basis. SWBT will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.
- 5.4 Unless otherwise directed by CLEC, when CLEC orders unbundled Local Switching, SWBT will make every attempt to insure that all pre-assigned trunk or telephone numbers currently associated with that Element will be retained. To the extent such losses occur, SWBT will work cooperatively with CLEC to remedy such occurrences over time.
- 5.4.1 When SWBT has initiated a suspension on a SWBT end user's account or disconnects an end user for nonpay, SWBT will not release the telephone number being used by the end user until such time as the end user's account has been paid in full. Conversely, SWBT agrees that when CLEC initiates a suspension on one of their end user's accounts or disconnects their end user for nonpay, SWBT will abide by the same provisions regarding telephone number release.

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- 5.5 SWBT will provide order format specifications to CLEC for all services, features, and functions available and for ancillary data required by SWBT to provision these services.
- 5.6 SWBT will provide CLEC with standard provisioning intervals for all unbundled Network Elements and combinations as compared to SWBT customers for equivalent service. These intervals are found in Attachment 17.
- 5.7 For unbundled Local Switching, SWBT will update the E911 service provider information and establish primary directory listing, in accordance with Attachment 19: White Pages Listings, appropriate for the unbundled Local Switching from CLEC's service order.
- 5.8 On a conversion as specified order, SWBT will not require CLEC to provide data that SWBT has not made available to CLEC, or that CLEC does not have reasonable access to otherwise. Except as outlined in Attachment 6, Section 9.4.4.3.1, SWBT will not delete the associated LIDB database information or Directory Listings database information unless requested by CLEC. SWBT will use a mechanized process to ensure that SWBT's directory listing, 911, and LIDB information for the end-user is not deleted during the process of converting that customer from service provided by SWBT to service provided by a CLEC. In addition, for directory listings, when CLEC submits local service requests

(LSRs) for UNE loop and port combinations "as specified" or for "stand alone" UNE switch ports, CLEC will have the option of whether to populate the LSR Directory Listing ("DL") Form. SWBT will treat non-submission of the DL Form as instruction to SWBT that the CLEC's end-user listing(s) is to remain the same as the listing(s) currently appears in SWBT's directory listing databases.

5.9 At such time that CLEC determines to use AIN features, the Parties will jointly determine Ordering and Provisioning procedures for AIN services.

6.0 Provisioning Requirements

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- 6.1 Except in the event an CLEC local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any CLEC end user requested disconnection or rearrangement of Unbundled Network Elements or Combinations unless directed by CLEC. Any CLEC customer who contacts SWBT regarding a change in CLEC service will be advised to contact CLEC. Any SWBT customer who contacts CLEC regarding a change in SWBT service will be advised to contact SWBT. In those instances when any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP change notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.
- 6.2 Upon request from CLEC, SWBT will provide an intercept referral message that includes any new telephone number of an CLEC end user for the same period of time that SWBT provides such messages for its own end users. CLEC and SWBT will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SWBT for its own end users.
- 6.3 SWBT will provide CLEC with an FOC for each order (multiple WTNs may be included on one order). The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date and Service Order number. For orders submitted via EDI or LEX, SWBT's LASR system will process orders on a real time basis, rather than in a batch mode.
- Order Completion, SWBT will provide CLEC with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT will provide CLEC an 865 EDI transaction based Order Completion. This capability will be available when standards are completed by OBF and TCIF / EDI Committees or as agreed to by the Parties. For orders submitted via EDI or LEX, SWBT's LASR system will process orders on a real time basis, rather than in a batch mode. Upon completion, for orders submitted via EDI or LEX, SOCs will be returned on a real-time basis and in accordance with Attachment 17.

- 6.5 Where available, SWBT will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of Unbundled Network Elements or Combinations ordered by CLEC.
- As soon as identified, SWBT will provide CLEC a 997 EDI transaction based Rejection/errors notification occurring in any of the EDI data element(s) fields contained on any CLEC order. CLEC will provide 997s for the 855 and 865 EDI Transactions originating from SWBT.
- 6.7 When available, SWBT will provide CLEC an 855 EDI transaction based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Unbundled Network Elements or Combinations. SWBT's implementation of this capability will be in accordance with industry guidelines promulgated by the Ordering and Billing Forum, and with the Change Management Process. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing CLEC access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim basis, where available, SWBT and CLEC will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed due date. SWBT has implemented and will maintain a mechanized interface between its Southwestern Held Order Tracking System ("SHOTS") interface and its EDI and LEX interface, via LASR to provide CLEC with electronic notification for jeopardy situations related to facility conditions.
- 6.8 Any written "leave behind" materials that SWBT technicians provide to CLEC local customers will be branded materials that do not identify the work being performed as being SWBT's. These materials will include, without limitation, CLEC branded forms for the customer and CLEC branded "not at home" cards. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SWBT or the technician.
- 6.9 SWBT technicians will refer CLEC local customers to CLEC, if a CLEC local customer requests a change to service at the time of installation. When a SWBT employee visits the premises of an CLEC local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC.
- 6.10 SWBT will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC's approval prior to commencing construction under an CLEC order for such service.

- 6.11 When industry standards are established, and SWBT and CLEC mutually agree to an implementation schedule, SWBT will provide provisioning status notification for all provisioning orders issued to SWBT by CLEC.
- 6.12 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2.
- 6.12.1 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when CLEC orders all the SWBT Network Elements required to convert a SWBT end-user customer or an CLEC resale customer to CLEC unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant SWBT local switch, including CLEC's payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SWBT local switch. SWBT will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SWBT end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.
- 6.13 When CLEC orders Unbundled Local Switching, CLEC may also obtain all installed technically available features and functions from the specified SWBT switch (e.g., CLASS, and LASS features).

7.0 Order Format and Data Elements

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7.1 In ordering and provisioning unbundled Network Elements and Combinations, CLEC and SWBT will utilize mutually agreeable standard industry order formats and data elements developed by the OBF and TCIF EDI. Where industry standards do not currently exist for the ordering and provisioning of unbundled Network Elements or Combinations, CLEC and SWBT agree to jointly develop a form for ordering Common-Use Unbundled Network Elements not later than one (1) month after the Effective Date of the Agreement or by any other mutually agreed upon date. Common-Use Unbundled Network Elements,

including, without limitation, tandem switching, signaling and call-related databases, Operator Services and DA, and Operations Support Systems, shall be ordered in a manner that is consistent with the OBF Access Service Request Process. Customer Specific Unbundled Network Elements, including, without limitation, Local Loop (which includes NID), and unbundled Local Switching, will be ordered consistent with the OBF Local Service Request (LSR) Process.

8.0 Performance Requirements

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- 8.1 When CLEC places an LSR, CLEC will specify a requested Due Date (DD), and SWBT will specify a DD based on the applicable intervals. In the event CLEC's requested date is less than the standard interval, CLEC will contact SWBT and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable charges will apply as reflected in Attachment 6, Appendix Pricing UNE Schedule of Prices labeled "Service Order Charges Unbundled Element Expedited". SWBT will not complete the order prior to the DD or later than the DD unless authorized by CLEC.
- 8.2 Within two (2) business hours after a request from CLEC for an expedited order, SWBT will notify CLEC of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8:00 a.m. and 5:00 p.m.
- 8.3 Once an order has been issued by CLEC and CLEC subsequently requires a new DD that is sooner than the committed DD, CLEC will issue an expedited modify order. SWBT will notify CLEC within two (2) business hours of the status of the order requesting the new DD.
- 8.4 CLEC and SWBT will agree to escalation procedures and contacts for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SWBT will notify CLEC of any modifications to these contacts one (1) week in advance of such modifications.
- 8.5 SWBT will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

9.0 Intervals for Order Completion for UNE and Other Items

9.1 SWBT will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

10.0 Operational Readiness Test (ORT) for Ordering/Provisioning

10.1 SWBT will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.

11.0 Pricing

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- 11.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE Schedule of Prices labeled "Operations Support Systems (OSS)".
- 12.0 SWBT will issue a credit to CLEC where such credit is due, whether on any bill on which double billing may occur or otherwise. When SWBT determines that such credit is due, SWBT will issue this credit within thirty (30) days.

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PRE-ORDER AND ORDERING AND PROVISIONING - UNE

Function	Loop	INP	Loop w/ INP	Switch Port	Loop w/ Port + OS/DA	Loop w/ Port - OS/DA	Dedicated Transport	DSR
PRE-ORDER		_				_,		
Address Verification	X	X	X	X	X	X	X	X
Service/Feature Availability	X	\mathbf{X}	X	X	X	X	X	X
Telephone Number Assignment	X	X	X	X	X	X	X	X
Dispatch Schedule	X	X	Χ	X	X	X	X	X_
Due Date	X	X	X	X	X	X	X	X
Customer Service Record	X	X	X	X	X	X	X	X
PROVISIONING Conversion as Specified Add/Disc Class Features Add/Disc Blocking	X ^{1,6,7,8}	X ²	X ^{1,6,7,8}	X ^{1,4} X X	X ^{1,4,6,8} X X	X ^{1,4,6,7} X X	X ⁹	X
(e.g.,1+, 0+, 011, 900) PIC and PIC Freeze				X	X	X		
Add/Disc Lines	X	X^3	X,3	X ⁵	X	X		X ¹¹
Directory Listing - White - Straight Line	X	X	X	X	X	X		X
Directory Listing - White – Other than Straight Line	X	X	X	X	X	X		X
Partial Migration (Line/WTN vs. Account Level)	X	X	X	X	X	X		X ¹¹

Function	Loop	INP	Loop w/ INP	Switch Port	Loop w/ Port + OS/DA	Loop w/ Port - OS/DA	Dedicated Transport	DSR
Type of Port (e.g. POTS, ISDN)				X	X	X		
Line Conditioning	X		X		X	X		<u> </u>
With / Without Diversity	X		X	<u> </u>	X	X	X	
With / Without Clear Channel Capability	X ¹⁰		X ¹⁰	<u></u>	X ¹⁰	X ¹⁰	X	
New Connects	X	X ³	X,3	X ⁵	X	X	X	X
Single Line	X		$X^{,3}$		X	X		
Multi-Line (Less Than 30 Lines)	X		X,3		X	X		
Projects (Large Job - add'l facilities/coordinated work effort required - need SWBT criteria)	X		X,3		X	X	i	
Disconnects	X	X	X	X	X	X	X	X
Change Orders	X	X	X	X	X	X	X	X
Add/Disc Class Features				X	X	X		
Simple Number Change		X	X	X	X	X		
Add/Disc Blocking				X	X	X		<u> </u>
PIC and Local PIC Change				X	X	X		
Add/Disc Lines	X	X^3	X,3	X ⁵	X	X		X^{11}

Function	Loop	INP	Loop w/ INP	Switch Port	Loop w/ Port + OS/DA	Loop w/ Port - OS/DA	Dedicated Transport	DSR
Directory Listing - White – Straight Line	X	X	X	X	X	X		X
Directory Listing - White - Other than Straight Line	X	X	X	X	X	X		X
Suspend/Restore Non- Payment				X	X	Х		
Suspend/Restore Vacation Svc.				X	X	X		
Type of Port (e.g. POTS, ISDN)				X	X	X		
Line Conditioning	X		X		X	X		
With / Without Diversity	X		$\overline{\mathbf{x}}$		X	X	X	
With / Without Clear Channel Capability	X ¹⁰		X ¹⁰		X ¹⁰	X ¹⁰	X	
Records Only Order	X	X	X	X	X	X	X	X
T&F Order					X	X		
Outside Move	X		X		X	X	X	
Inside Move	X		X	<u></u>	X	X		
POST SERVICE ORDER EDI TRANSACTIONS								7
Supplemental Orders	X	X	X	X	X	X	X	X
Firm Order Confirmation (FOC)	X	X	$\overline{\mathbf{x}}$	X	X	X	X	X

Function	Loop	INP	Loop w/ INP	Switch Port	Loop w/ Port + OS/DA	Loop w/ Port - OS/DA	Dedicated Transport	DSR
Jeopardies	X	X	X	X	X	X	X	X
Rejects	X	X	X	X	X	X	X	X
Order Completion	X	X	X	X	X	X	X	X

Footnotes:

- 1. Existing SWBT customer, existing CLEC TSR customer, existing CLEC TSR customer, existing CLEC UNE (Platform, port or loop) customer.
- 2. Existing SWBT number or existing CLEC INP number.
- 3. "Numbers" should be substituted for "lines"
- 4. Existing CLEC Unbundled Loop customer
- 5. "Ports" should be substituted for "lines"
- 6. Existing CLEC Unbundled Switch Port customer
- 7. Existing CLEC UNE Loop w/Port +OS/DA customer
- 8. Existing CLEC UNE Loop w/Port -OS/DA customer
- 9. Existing CLEC leased facility
- 10. Only applies to DS-1 loops
- 11. "Directory Listings" should be substituted for "lines"

<u>ATTACHMENT 8: MAINTENANCE - UNBUNDLED NETWORK ELEMENTS</u>

1.0 General Requirements

1.1 SWBT will provide repair, maintenance, testing, and surveillance for all unbundled Network Elements and any Combinations of Network Elements (Combinations) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment.

2.0 Maintenance Requirements

2.1 SWBT will provide maintenance for all unbundled Network Elements and Combinations ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers, consistent with Attachment 6 UNE, Section 2.4.1, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17.

3.0 Electronic Bonding

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- 3.1 SWBT and CLEC agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228, to support repair and maintenance of Unbundled Network Elements and Combinations.
- 3.1.1 CLEC at its option may elect not to participate in ECIC.
- 3.2 Upon request, CLEC and SWBT agree to work together to implement Phase I of EBI as set forth in Fault Management Electronic Bonding Interface for Local Service Version 2, Draft 1, dated September 12, 1996, or as subsequently modified and provided to SWBT January 15, 1997. If CLEC fails to begin testing within three (3) months after the Effective Date of the agreement to enter into Electronic Bonding, SWBT will require CLEC to negotiate new testing and completely operational dates. Phase 1 will provide the following functions:
 - a) the ability to enter a new trouble ticket electronically;
 - b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket;
 - c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;

- d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type;
- 3.3 SWBT and CLEC agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide CLEC the following capabilities, including, but not limited to:
 - a) performing feature and line option verification and request corrections;
 - b) performing network surveillance (e.g., performance monitoring);
 - c) initiating and receiving test results;
 - d) receiving immediate notification of missed appointments;
 - e) identifying existing cable failures (by cable and pair numbering).
- 3.4 SWBT agrees to notify CLEC of upgrades to existing test systems and the deployment of new test systems within SWBT and to negotiate with CLEC to allow CLEC to use such systems through a controlled interface.
- 3.5 This EBI will conform to ANSI standards T1.227:1995 and T1.228:1995, Electronic Communication Implementation Committee (ECIC) Trouble Report format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents, as mutually agreed upon by CLEC and SWBT.
- 3.6 The Parties will use and acknowledge functions currently implemented for reporting troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in clauses 6 and 9 of ANSI T1.228:1995.
- 3.7 CLEC and SWBT will exchange requests over a mutually agreeable network. CLEC and SWBT will translate maintenance requests or responses originating in their internal processes into the agreed attributes and elements.
- 3.8 SWBT and CLEC will modify the EBI to incorporate updates to the applicable ANSI and ECIC standards referenced above, unless the Parties agree to defer or forego a particular modification.

4.0 Repair Service Response

4.1 SWBT technicians will provide repair service on Unbundled Network Elements and Combinations that is at least equal in quality to that provided to SWBT customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SWBT customers. CLEC and SWBT agree to use the severity and priority restoration guidelines set forth in SWBT MMP 94-08-001 dated April 1996, and as subsequently modified. Performance Measurements are found in Attachment 17.

5.0 Intercompany Communications

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

6.0 Emergency Restoration Plan

- 6.1 SWBT will provide CLEC with mutually agreed upon emergency restoration and disaster recovery plans. Such plans will include, at a minimum, the following:
- 6.2 The establishment of a single point of contact (SPOC) responsible for initiating and coordinating the information relating to the status of maintenance/restoration efforts and problem resolution for all unbundled Network Elements and Combinations for CLEC;
- 6.3 Disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
- 6.4 The SWBT NMSC will notify CLEC's NMC of all activities involving central office and interoffice networks;
- 6.5 The SWBT LOC (Local Operations Center) will notify the CLEC CNSC of any local loop facility activities or failures, as the SWBT LOC becomes aware of them. SWBT must notify CLEC of maintenance work in the following situations: (1) when maintenance activity is planned; (2) when there are unexpected major outages. When a network element is dedicated to CLEC, SWBT must work with CLEC to schedule maintenance activity. SWBT must make reasonable accommodations to CLEC when scheduling the maintenance of a dedicated network element.
- 6.6 Methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;

- 6.7 Methods and procedures for reprovisioning of all unbundled Network Elements and Combinations after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SWBT TSP services for restoration. SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;
- 6.8 Site specific disaster recovery plans for LOC and LSC provisioning work centers in accordance with LOC Disaster Recovery Plan Summary dated April 22, 1996, and SWBT LSC Plan dated June 4, 1996, and as subsequently modified;
- 6.9 Site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified; and
- 6.10 Generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices, Commercial Power, Facility Outages dated May 13, 1996, and as subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.

7.0 Misdirected Repair Calls

7.1 All misdirected repair calls to SWBT from CLEC customers prior to permanent number portability will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SWBT will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SWBT's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SWBT customers to a SWBT designated number. For purposes of permanent number portability the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

8.0 Repair Procedures

- 8.1 SWBT agrees to the following:
- 8.2 Prior to Electronic Bonding Interface (EBI), CLEC will refer repair calls to the SWBT LOC by telephone or via the SWBT Toolbar. After implementation of EBI, CLEC may from time to time call the SWBT LOC. In either event, the following will apply: the SWBT LOC will

answer its telephone and begin taking information from CLEC at the same level of service as provided to SWBT's customers when calling the Customer Service Bureau (CSB). The Speed of Answer performance will be provided monthly.

- 8.3 SWBT will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the LOC) twenty-four (24) hours per day, seven (7) days per week.
- 8.4 On a reciprocal basis, CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the CNSC) twenty four (24) hours per day, seven (7) days per week.
- 8.5 The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in Section 6.2 of the SWBT & CLEC Joint Implementation Agreement for the Electronic Bonding Project, Version 1, dated November 2, 1994 or as subsequently modified or as otherwise agreed upon.
- 8.6 While in manual mode operation, SWBT will provide CLEC "estimated time to restore." The SWBT LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SWBT for a maximum of four months after CLEC's market entry date in SWBT states, or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).
- 8.7 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.
- 8.8 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Unbundled Network Elements and Combinations service:
 - a) speed of answer in the LOC Note: Comparison will be made against the results for speed of answer in
 SWBT's CSBs (where SWBT's customers call in to refer troubles directly);

b)	percent missed commitments for nondesigned services;
c)	average outage duration time: nondesigned — receipt to clear; designed — mean time to repair;
d)	percent right the first time (repeat reports): nondesigned - 10 days; designed - 30 days;
e)	percent report rate nondesigned - Note: Comparison will be applicable only after CLEC s customer base equals or exceeds 300,000 total lines (Resale and UNE);
f)	percent no access - nondesigned.

- 8.9 The above performance measurements will be measured and reported to CLEC in a manner consistent with the requirements of Attachment 17.
- 8.10 For purposes of this Section, service through an Unbundled Network Element or Combination is considered restored or a trouble resolved when the quality of Unbundled Network Element or Combination service is equal to that provided before the outage or the trouble occurred.

9.0 Escalation Procedures

9.1 SWBT will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SWBT management personnel who are responsible for maintenance issues. CLEC acknowledges that the procedures set forth in SWBT's LOC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list meet the requirements of this Section.

10.0 Premises Visit Procedures

- 10.1 SWBT Maintenance of Service Charges, when applicable, will be billed by SWBT to CLEC, and not to CLEC's end-user customers.
- 10.2 Dispatching of SWBT technicians to CLEC Customer premises shall be accomplished by SWBT pursuant to a request received from CLEC.
- 10.3 When a SWBT employee visits the premises of an CLEC local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SWBT installation,

maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SWBT or the technician.

10.4 If a trouble cannot be cleared without access to CLEC's local customer's premises and the customer is not at home, the SWBT technician will leave at the customer's premises a CLEC-branded "no access" card requesting the customer to call CLEC for rescheduling of repair.

11.0 Testing

- 11.1 All unbundled Network Elements and/or Combination of Element troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to SWBT. Upon receipt of a trouble report on unbundled Network Element(s), SWBT will test and sectionalize all elements purchased from (or provided by) SWBT. If SWBT determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then SWBT will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling.
- 11.2 SWBT and CLEC agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between SWBT and CLEC under which they will work together.

11.3 MLT Testing

SWBT agrees to provide access to MLT testing to allow CLEC to test its end user lines for which SWBT has combined UNEs, and for end user lines that CLEC has combined UNEs obtained from SWBT, as follows:

- 11.3.1 MLT testing functionality is available through SWBT's Toolbar Trouble Administration to allow CLEC to test its end user lines for which SWBT combines POTS-like UNEs (analog line side port and 2-wire 8db analog loop) purchased by CLEC from SWBT.
- 11.3.2 MLT testing functionality is available through its Toolbar Trouble Administration to allow CLEC to test its end user lines for POTS-like UNEs (analog line side port and 2-wire 8db analog loop) combined by CLEC and purchased from SWBT.

12.0 Pricing

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12.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices.

ATTACHMENT 9: BILLING - OTHER

1.0 Introduction

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- 1.1 This Section describes the requirements for the Parties to bill all charges the Parties incurred other than those addressed in Attachment 4: Connectivity Billing Resale.
- 1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.

2.0 Billing Information and Charges for UNE

- 2.1 SWBT will bill in accordance with this Agreement those charges CLEC incurs as a result of CLEC purchasing from SWBT Unbundled Elements as set forth in Attachment 6. Each bill will be formatted in accordance with CABS or as applicable in accordance with EDI for Resale services. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Unbundled Element ordered by CLEC to which charges apply. Each bill will include a Customer Service Record (CSR) and will set forth the quantity and description of each Unbundled Element provided to CLEC.
- 2.2 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those Unbundled Elements, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by SWBT to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to CLEC. Bills will not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges will be identified as "Local" and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.
- 2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 2.5 SWBT will assign to CLEC one Billing Account Number (BAN) per LATA.

3.0 <u>Issuance of UNE Bills</u>

- 3.1 SWBT will issue all bills in accordance with the terms and conditions set forth in this Section. SWBT will establish monthly billing dates (Bill Date) for each BAN, as further defined in the CABS documents and EDI/BOS document (e.g. AIN), which Bill Date will be the same day month to month. Each BAN will remain constant from month to month, unless changed as agreed to by the Parties. SWBT will provide CLEC at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. SWBT will provide one invoice associated with each BAN. All bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.
- 3.2 SWBT will issue all bills containing billing data and information in accordance with CABS Version 26.0 with exceptions noted in the Differences List, or such later versions of CABS as are published by Bleacher, or its successor, and as further described in AT&T's publication, Unbundled Network Elements Interconnections Interface Requirements, (Sept. 19, 1996) (hereafter AT&T UNE Interface Specifications). To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.
- 3.3 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SWBT reasonable (within 24 hours) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC, at SWBT's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4.0 Electronic Transmissions

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4.1 SWBT will transmit billing information and data in the appropriate CABS format or EDI format electronically via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SWBT has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. SWBT must provide CLEC its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct.

CLEC's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SWBT's Connect:Direct software. CLEC will supply to SWBT its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

4.2 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SWBT Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR)
	Or
<u> </u>	CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional)
	Or
	GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD		Test Dataset Name
AF25.ATES	ST =	Job Naming Convention
AXXX	X =	Numeric Company Code
DD	D =	BDT (Billing Data Tape with or without CSR)
	}	Or
		CSR (Customer Service Record)

5.0 Tape Or Paper Transmissions

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

6.0 Testing Requirements

- 6.1 At least 90 days prior to changing transmission mediums (e.g., from paper to mechanized), SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the bill. SWBT agrees that it will not send bill data in the new mechanized such bill data has met the agreed testing specifications as developed.
- 6.2 SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data CLEC will notify SWBT if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, SWBT will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to SWBT sending a mechanized production bill for the first time via electronic transmission. Thereafter, SWBT may begin sending CLEC mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

7.0 Additional Requirements

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

8.0 Bill Accuracy Certification

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8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SWBT will be responsible and accountable for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, CLEC and SWBT will develop the processes and methodologies required for Unbundled Network Elements bill certification not later than eleven (11) months after the Effective Date of the Agreement, unless otherwise mutually agreed.

9.0 Payment of Charges

- 9.1 Subject to the terms of this Agreement, CLEC will pay within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is greater. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.
- Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to SWBT's bank 9.2 account. At least thirty (30) days prior to the first transmission of billing data and information for payment, SWBT will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. SWBT desires electronically transferred funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. CLEC agrees to provide such automated remittances if and when CLEC develops such capability. CLEC will provide SWBT with one address to which such payments will be rendered and SWBT will provide CLEC with one address to which such payments will be rendered. In the event CLEC receives multiple and/or other bills from SWBT which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to SWBT's bank account specified in this subsection and CLEC will provide SWBT with a payment advice. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

10.0 Examination of Records

10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times and in accordance with the Certification Agreement mutually developed out of Section 8 to this Attachment, CLEC or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the charges under this Attachment.

11.0 Meet Point Billing

11.1 CLEC and SWBT will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.