

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

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

2.0 General Terms and Conditions

- 2.1 SBC MISSOURI will permit TCG-KC to designate any point at which it wishes to connect TCG-KC's facilities or facilities provided by a third party on behalf of TCG-KC with SBC MISSOURI's network for access to unbundled Network Elements for the provision by TCG-KC of a telecommunications service. If the point designated by TCG-KC is technically feasible, SBC MISSOURI will make the requested connection.
- 2.2 TCG-KC may combine any unbundled Network Element with any other element without restriction. Unbundled Network Elements may not be connected to or combined with SBC MISSOURI access services or other SBC MISSOURI tariffed service offerings with the exception of tariffed collocation services. This paragraph does not limit TCG-KC's ability to purchase services under SBC MISSOURI's resale tariff while also utilizing the UNE provisions of this agreement to the same end use customer. This paragraph does not limit TCG-KC's ability to permit IXCs to access ULS for the purpose of originating and/or terminating interLATA and intraLATA access traffic or limit TCG-KC's ability to originate and/or terminate interLATA or intraLATA calls using ULS consistent with Section 5 of this Attachment. Further, when customized routing is used by TCG-KC, pursuant to Section 5.2.4 of this Attachment, TCG-KC may direct local, local operator services, and local directory assistance traffic to dedicated transport whether such transport is purchased through the access tariff or otherwise.
- 2.3 TCG-KC may use one or more Network Elements to provide any technically feasible feature, function, or capability that such Network Element(s) may provide.
- 2.4 SBC MISSOURI will provide TCG-KC access to the unbundled Network Elements provided for in this Attachment, including combinations of Network Elements, without restriction except as provided in this Attachment. TCG-KC is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a telecommunications service under this Agreement. SBC MISSOURI will allow TCG-KC to order each Network Element individually or in combination with any other Network Elements, pursuant to Attachment 7, in order to permit TCG-KC to combine such Network Elements with other Network Elements obtained from SBC MISSOURI or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other

unbundled network elements or to interconnect with SBC MISSOURI's network. Any request by TCG-KC for SBC MISSOURI to provide a type of connection between Network Elements that is not currently being utilized in the SBC MISSOURI network and is not otherwise provided for under this Agreement will be made in accordance with the Special Request process described in Section 2.22.

- 2.4.1 When TCG-KC orders unbundled Network Elements in combination, and identifies to SBC MISSOURI the type of telecommunications service it intends to deliver to its end user customer through that combination (e.g., POTS, ISDN), SBC MISSOURI will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SBC MISSOURI provides through its own network to its local exchange service customers receiving equivalent service, unless TCG-KC requests a lesser or greater quality of performance through the Special Request process. For example, loop/switch port combinations ordered by TCG-KC for POTS service will include, without limitation, MLT testing, real time due date assignment, dispatch scheduling, service turn-up without interruption of customer service, and speed and quality of maintenance, at parity with SBC MISSOURI's delivery of service to its POTS customers served through equivalent SBC MISSOURI loop and switch ports. Network element combinations provided to TCG-KC by SBC MISSOURI will meet all performance criteria and measurements that SBC MISSOURI achieves when providing equivalent end user service to its local exchange service customers (e.g., POTS, ISDN).
- 2.5 For each Network Element, to the extent appropriate, SBC MISSOURI will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main Distribution Frame) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SBC MISSOURI provides contiguous Network Elements to TCG-KC, SBC MISSOURI may provide the existing interconnections.
- 2.6 Various subsections below list the Network Elements that SBC MISSOURI has agreed, subject to the other terms and conditions in this Agreement, to make available to TCG-KC for the provision by TCG-KC of a telecommunications service. SBC MISSOURI will make additional Network Elements available pursuant to the terms of Section 2.22 of this Attachment. The waiver contained in the first sentence of Section 14.8 of this Attachment shall not apply to such additional Network Elements requested by TCG-KC nor shall it apply to new Network Elements made available by SBC MISSOURI pursuant to Section 14.5 of this Attachment. Notwithstanding SBC MISSOURI's ability to challenge the provision of new UNEs pursuant to the "necessary and impair" standards of Section 251(d)(2) of Title 47, United States Code, SBC MISSOURI agrees, absent a stay or reversal on appeal, to make such new UNEs available under the provisions of Section 14.5.
- 2.7 Subject to the terms herein, SBC MISSOURI is responsible only for the installation, operation and maintenance of the Network Elements it provides. SBC MISSOURI is not otherwise responsible for the telecommunications services provided by TCG-KC through the use of those elements.

- 2.8 Except upon request, SBC MISSOURI will not separate requested network elements that SBC MISSOURI currently combines.
- 2.9 Where unbundled elements provided to TCG-KC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SBC MISSOURI for future provisioning needs, unless such element is disconnected in error.
- 2.10 This Section Intentionally Left Blank
- 2.11 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.12 SBC MISSOURI will provide TCG-KC reasonable notification of service-affecting activities that may occur in normal operation of SBC MISSOURI's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SBC MISSOURI and TCG-KC.
- 2.13 The use of the term "purchase" herein notwithstanding, network elements provided to TCG-KC under the provisions of this Attachment will remain the property of SBC MISSOURI.
- 2.14 The elements provided pursuant to this Agreement will be available to SBC MISSOURI at times mutually agreed upon in order to permit SBC MISSOURI to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- 2.15 TCG-KC's use of any SBC MISSOURI network element, or of its own equipment or facilities in conjunction with any SBC MISSOURI network element, will not materially interfere with or impair service over any facilities of SBC MISSOURI, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC MISSOURI may discontinue or refuse service if TCG-KC violates this provision, provided that such termination of service will be limited to TCG-KC's use of the element(s) causing the violation.
- 2.16 SBC MISSOURI and TCG-KC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for TCG-KC customers at least equal to what SBC MISSOURI provides for its customers and will allow TCG-KC to establish restoration priority among TCG-KC customers consistent with applicable law.

2.17 **Performance of Network Elements**

- 2.17.1 Each Network Element provided by SBC MISSOURI to TCG-KC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SBC MISSOURI provides to itself. Each Network Element will be provided in accordance with SBC MISSOURI Technical Publications or other written descriptions. Such publications will be shared with TCG-KC. TCG-KC may request, and SBC MISSOURI will provide, to the extent technically feasible, Network Elements that are superior or lesser in quality than SBC MISSOURI provides to itself and such service will be requested pursuant to the Special Request process. SBC MISSOURI shall not impose its own standards for provision services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SBC MISSOURI may make and apply to TCG-KC, changes to Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.
- 2.17.2 SBC MISSOURI will provide a SBC MISSOURI Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to TCG-KC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Element.
- 2.17.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. TCG-KC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SBC MISSOURI, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.17.4 Where SBC MISSOURI is required to provide six or twelve month notice to TCG-KC pursuant to Section 2.17.3, TCG-KC may submit a request within thirty (30) days of TCG-KC's receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SBC MISSOURI is permitted to provide less than six months notice, TCG-KC may submit such request within ten days of TCG-KC's receipt of SBC MISSOURI's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, SBC MISSOURI, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by TCG-KC, including any expenses associated with changes in facilities, operations or procedure of SBC MISSOURI, network protection criteria, or operating or maintenance characteristics of the facilities. To the extent

requested characteristics are not specifically provided for therein, TCG-KC's request will be considered under the Special Request Process and the process will be completed prior to modifying TCG-KC's affected element.

- 2.17.5 For elements purchased through the Special Request Process, SBC MISSOURI, in its discretion, will determine whether it can offer the applicability of the preceding paragraph on a case by case basis.
- 2.17.6 For each Network Element provided for in this Attachment, SBC MISSOURI Technical Publications or other written descriptions meeting the requirements of this section will be made available to TCG-KC not later than thirty (30) days after the Effective Date of this Agreement.
- 2.17.7 SBC MISSOURI will provide performance measurements as outlined in Attachment 17 under this Agreement. SBC MISSOURI will not levy a separate charge for providing this information.
- 2.18 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will jointly elect which requirement will apply.
- 2.19 This Section Intentionally Left Blank
- 2.20 When TCG-KC purchases unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to TCG-KC local service customers, SBC MISSOURI will not collect access charges from TCG-KC or other IXCs except for charges for exchange access transport services that an IXC elects to purchase from SBC MISSOURI.
- 2.21 TCG-KC will connect equipment and facilities that are compatible with the SBC MISSOURI Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.17.

2.22 **Special Request**

The sections below identify unbundled Network Elements and provide terms and conditions on which SBC MISSOURI will offer them to TCG-KC: Network Interface device; local loop; loop distribution; loop feeder; digital loop carrier; local switching; tandem switching; interoffice transport, including common transport, and dedicated transport; signaling and call-related database; operations support systems functions; and cross-connects. Any request by TCG-KC for an additional unbundled Network Element will be considered under the procedures set forth below. Where facilities and equipment are not available, TCG-KC may request and, to the extent required by law and as SBC MISSOURI may otherwise agree, SBC MISSOURI will provide Network Elements through the Special Request process.

- 2.22.1 Each Party will promptly consider and analyze access to new unbundled Network Element with the submission of a Network Element Special Request hereunder. The Network Element Special Request process set forth herein does not apply to those services requested pursuant to FCC Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 2.22.2 A Network Element Special Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.
- 2.22.3 The requesting Party may cancel a Network Element Special Request in a commercially reasonable manner.
- 2.22.4 Within ten (10) business days of its receipt, the receiving Party will acknowledge receipt of the Network Element Special Request.
- 2.22.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Special Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Special Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act. If the receiving party does not accept the request within thirty (30) days, the issue may be presented to the Commission in accordance with the Arbitration Order dated December 11, 1996, in Case No. TO-97-40, as follows: the requesting party has twenty (20) days in which to file a petition with the Commission, seeking a determination that the receiving party be required to provide the unbundled element. The receiving party must respond within 20 days of the filing of the petition and demonstrate why it is technically infeasible to provide the UNE or why such provision violates network integrity.
- 2.22.6 If the receiving Party determines that the Network Element Special Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Special Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party will promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 2.22.7 Unless the Parties otherwise agree, the Network Element Special Request must be priced in accordance with Section 252(d)(1) of the Act.
- 2.22.8 As soon as feasible, but not more than sixty (60) days after its receipt of authorization to proceed with developing the Network Element Special Request, the receiving Party shall provide to the requesting Party a Network Element Special Request quote which will

include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

2.22.9 Within thirty (30) days of its receipt of the Network Element Special Request quote, the requesting Party must either confirm its order for the Network Element Special Request pursuant to the Network Element Special Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

2.22.10 If a Party to a Network Element Special Request believes that the other Party is not requesting, negotiating or processing the Network Element Special Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

2.22.11 Whenever TCG-KC requests to purchase a particular SBC MISSOURI Network Element that is operational at the time of the request but for which no unbundled Network Element price has been established or agreed by the Parties, TCG-KC's request will be considered as follows: SBC MISSOURI will provide a price quote for the Element, consistent with the Act, within twenty (20) days following SBC MISSOURI's receipt of TCG-KC's request. If the Parties have not agreed on a price for the Element within ten (10) days following TCG-KC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.

3.0 Network Interface Device

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

3.2 TCG-KC personnel may connect to the customer's inside wire at the SBC MISSOURI NID, as is, at no charge. Should TCG-KC request SBC MISSOURI to disconnect its loop from the customer's inside wire, SBC MISSOURI will charge TCG-KC a non recurring charge as reflected on Appendix Pricing UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by TCG-KC will be performed by SBC MISSOURI based on Time and Materials charges as reflected on Appendix Pricing UNE - Schedule of Prices labeled "Time and Materials Charges".

3.3 To the extent a SBC MISSOURI NID exists, it will be the interface to customers' premises wiring unless TCG-KC and the customer agree to an interface that bypasses the SBC MISSOURI NID.

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

- 3.5 With respect to multiple dwelling units or multiple-unit business premises, TCG-KC will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SBC MISSOURI NID, unless such premises are served by "single subscriber" type NIDs.
- 3.6 The SBC MISSOURI NIDs that TCG-KC uses under this Attachment will be those installed by SBC MISSOURI to serve its customers.
- 3.7 TCG-KC will not attach to or disconnect SBC MISSOURI's ground. TCG-KC will not cut or disconnect SBC MISSOURI's loop from its protector. TCG-KC will not cut any other leads in the NID. TCG-KC will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. TCG-KC will tighten all screws or lugs loosened by TCG-KC in the NID's enclosure and replace all protective covers.

4.0 Local Loop

- 4.1 Definition: A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SBC MISSOURI central office and an end user customer premises.
- 4.2 SBC MISSOURI will provide at the rates, terms, and conditions set out in Appendix Pricing UNE - Schedule of Prices the types of unbundled loops in Sections 4.2.1 through 4.2.4. When TCG-KC orders an unbundled loop, TCG-KC will be provided a termination on whatever NID, if any, connects the loop to the customer premises, without additional charge.
- 4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 4.2.1.1 SBC MISSOURI will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
- 4.2.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
- 4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 4.2.4 The 4-Wire digital loop 1.544 Mbps loop will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 4.2.5 Nothing in the loop definitions provided above is intended to limit a TCG-KC from using UNE loops to transmit signals in the ranges as specified in Attachment DSL-MO, which forms a part of this Agreement. SBC MISSOURI agrees to provide TCG-KC with access to UNEs for providing advanced services in accordance with the terms of Attachment DSL-

MO and the general terms and conditions applicable to UNEs (sections 2.0 - 2.22.11, *supra*).

- 4.3 TCG-KC may request and, to the extent technically feasible, SBC MISSOURI will provide additional loop types and conditioning, including, without limitation, loops capable of carrying DS3 signals, pursuant to the Special Request process. The availability of a loop type, *e.g.*, DS3 loop, through the Special Request process does not limit the availability to TCG-KC of equivalent functionality through the dedicated transport entrance facilities that are available to TCG-KC and priced under this Agreement, *e.g.*, DS3 Entrance Facility.
- 4.4 When TCG-KC owns or manages its own switch and requests an unbundled Loop to be terminated on TCG-KC's switch and the requested loop is currently serviced by SBC MISSOURI's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SBC MISSOURI will, where available, move the requested unbundled Loop to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to TCG-KC. If, however, no spare unbundled Loop is available, SBC MISSOURI will within forty-eight (48) hours, excluding weekends and holidays, of TCG-KC's request notify TCG-KC of the lack of available facilities. TCG-KC may request alternative arrangements through the Special Request process. This section does not apply when TCG-KC orders a Loop/Switch port combination from SBC MISSOURI.
- 4.5 In addition to any liability provisions in this agreement, SBC MISSOURI does not guarantee or make any warranty with respect to unbundled loops or entrance facilities when used in an explosive atmosphere. TCG-KC will indemnify, defend and hold SBC MISSOURI harmless from any and all claims by any person relating to TCG-KC's or TCG-KC end user's use of unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by SBC MISSOURI.

4.6 Subloop Elements

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

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

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

- 4.6.2 Feeder: in the feeder segment of the loop, only the dark fiber and the 4-wire copper cable that is conditioned for DS-1 must be offered as unbundled network elements. SBC MISSOURI must provide dark fiber in the feeder segment of the loop as an unbundled network element under the following conditions: SBC MISSOURI will offer its dark fiber to TCG-KC but may offer it pursuant to agreements that would permit revocation of TCG-KC's right to use the dark fiber upon twelve (12) months' notice by SBC MISSOURI. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after TCG-KC's initial request for dark fiber. Thereafter, within 30 days from its receipt of an TCG-KC request for dark fiber feeder, SBC MISSOURI either will grant the request and issue an appropriate lease or deny the request and provide TCG-KC with a written explanation demonstrating SBC MISSOURI's need to use the specific fiber requested by TCG-KC within the twelve month period following TCG-KC's request. To exercise its right of revocation, SBC MISSOURI will demonstrate that the subject dark fiber is needed to meet SBC MISSOURI's bandwidth requirements or the bandwidth requirements of another LSP. An LSP, including TCG-KC, may not, in a twenty-four (24) month period, lease more than 25% of SBC MISSOURI's excess dark fiber capacity in a particular feeder segment. If SBC MISSOURI can demonstrate within a twelve (12) month period after the date of a dark fiber lease that the LSP is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SBC MISSOURI may revoke the lease agreement with an LSP and provide the LSP a reasonable and sufficient alternative means of transporting the traffic. SBC MISSOURI will provide TCG-KC physical access to, and the right to connect to, the feeder provided under this section in a remote terminal site which may include cabinets, huts, or vaults as appropriate, as further specified in the lease for that segment and consistent with the collocation provisions of this Agreement and any applicable collocation tariffs. Consistent with the definition of loop feeder, dark fiber or 4 wire DS1 will be terminated in the central office on a main distribution frame or its equivalent and will be terminated on an appropriate termination panel at a remote terminal site.
- 4.6.2.1 When TCG-KC purchases dark fiber in the feeder segment of the loop, TCG-KC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber" under the heading "Subloop - Feeder".
- 4.6.2.2 When TCG-KC purchases 4-Wire Copper cable that is conditioned for DS1 in the feeder segment of the loop, TCG-KC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "DS1 4-Wire Copper" under the heading "Subloop - Feeder".
- 4.6.3 Digital Loop Carrier: the DLC will be offered as an unbundled network element but SBC MISSOURI is not required to offer further unbundling of the DLC. DLC will be offered as an unbundled element on a case by case basis through the Special Request Process.

5.0 Local Switching

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

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

5.2 Technical Requirements

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

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

5.2.3 SBC MISSOURI should route all local operator services and directory assistance calls to a single destination designated by TCG-KC where technically feasible.

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

- 5.2.3.2 Permanent prices for AIN Customized Routing are found in Appendix Pricing UNE – Schedule of Prices. The AIN Customized Routing prices also will apply to Customized Routing in any Missouri local switches that are not AIN compatible, and SBC MISSOURI will supply Customized Routing for these switches through the Line Class Code method or other method agreed upon by the parties.
- 5.2.3.3 Intentionally left blank
- 5.2.3.4 For particular customer serving arrangements in which Customized Routing is not available through AIN, if TCG-KC requests Customized Routing of OS/DA calls by the Line Class Code method (LCC), TCG-KC will pay rates to be established by future negotiation or arbitration. If TCG-KC does not so request, Customized Routing will be unavailable and the customer's operator services and directory assistance calls will be routed to the SBC MISSOURI OS/DA platform as defined in Attachment 22 DA-Fac and Attachment 23 OS-Fac. TCG-KC will pay appropriate OS/DA charges for SBC MISSOURI to properly handle such calls to SBC MISSOURI's OS/DA platform found in Attachment 22 DA-Fac and Attachment 23 OS-Fac. The particular customer serving arrangements in which customized routing is not available through AIN consist of the following: end user service with voice activated dial served out of a 5ESS switch; coin services where SBC MISSOURI's network rather than the telephone provides the signaling; hotel/motel services; and certain CENTREX-like services with features that are incompatible with AIN.
- 5.2.4 Customized Routing of TCG-KC Directory Assistance and Operator Services; Call Blocking/Screening
- 5.2.4.1 Where TCG-KC purchases Unbundled Local Switching or Resale and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SBC MISSOURI will provide the functionality and features required to route calls from TCG-KC customers for Directory Assistance and Operator Services to TCG-KC designated trunks for the provision of TCG-KC Directory Assistance and Operator Services, in accordance with this Attachment.
- 5.2.4.2 SBC MISSOURI agrees to provide TCG-KC the AIN solution for customized routing in each of its end offices.
- 5.2.4.2.1 SBC MISSOURI will provide to TCG-KC the functionality of blocking calls (e.g., 900, international calls (IDDD) and toll calls) by line or trunk to the extent that SBC MISSOURI provides such blocking capabilities to its customers and to the extent required by law. In those end offices where AIN is deployed, there will be no additional

charge for blocking/screening for the above listed standard blocking/screening capabilities.

- 5.2.4.2.2 When TCG-KC uses unbundled local switching and requests blocking/screening for one of those particular customer serving arrangements that are not AIN compatible, SBC MISSOURI will provide blocking/screening via special line class codes at rates to be negotiated by the Parties. The particular customer serving arrangements consist of the following: end user service with voice activated dial served out of a 5ESS switch; coin services where SBC MISSOURI's network rather than the telephone provides the signaling; hotel/motel services; and certain CENTREX-like services with features that are incompatible with AIN.
- 5.2.4.3 SBC MISSOURI has deployed customized routing via AIN technology. SBC MISSOURI will provide Customized Routing via LCC technology at the request of TCG-KC. In the event TCG-KC specifically requests an LCC in any local switch where AIN is implemented, SBC MISSOURI shall provide a forward-looking cost estimate to the TCG-KC through the Special Request Process, provided that such LCC needs to be developed to accommodate the TCG-KC's customized routing requirement or calling scope. TCG-KC will pay the costs for implementing the request, provided that, if TCG-KC does not agree with SBC MISSOURI's proposed charges for LCC customized routing, SBC MISSOURI will submit its costs and proposed prices to the Commission for approval in accordance with TELRIC requirements, and TCG-KC will only be required to pay the prices approved by the Commission. If TCG-KC requests an LCC in a switch where that LCC is already implemented and used by SBC MISSOURI, no charge as related to development of such LCC applies.
- 5.2.4.4 SBC MISSOURI will make available to TCG-KC the ability to route all local Directory Assistance and Operator Services calls (e.g., 1+411, 0-, and 0+ seven or ten digit local, 1+HNPA+555-1212) dialed by TCG-KC Customers to the TCG-KC Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter or intraLATA PIC process directed by the FCC. To the extent that intraLATA calls are routed to TCG-KC OS and DA platforms, TCG-KC may complete such calls and receive the associated revenue.
- 5.2.4.5 SBC MISSOURI will provide the functionality and features within its local switch (LS) to route TCG-KC customer-dialed Directory Assistance local calls to TCG-KC. (Designated trunks via Feature Group C signaling, or as the Parties may otherwise agree, for direct-dialed calls (i.e., sent paid)).

- 5.2.4.6 SBC MISSOURI will provide the functionality and features within its LS to route TCG-KC dialed 0/0+ local calls to TCG-KC. (Designated trunks via operator services Feature Group C signaling.)
- 5.2.4.7 Intentionally left blank
- 5.2.4.8 Intentionally left blank
- 5.2.4.9 Direct routing capabilities described herein will permit TCG-KC customers to dial the same telephone numbers for TCG-KC Directory Assistance and Operator Services that similarly-situated SBC MISSOURI customers dial for reaching equivalent SBC MISSOURI services.
- 5.2.4.10 SBC MISSOURI, no later than five (5) days after the date TCG-KC requests the same, will provide to TCG-KC the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SBC MISSOURI in each NPA-NXX. Such data will be transmitted via paper copies of all SBC MISSOURI emergency listings reference documents from all of SBC MISSOURI's Operator Services offices. TCG-KC agrees to indemnify and hold SBC MISSOURI harmless from all claims, demands, suits or actions by third parties against SBC MISSOURI, or jointly against TCG-KC and SBC MISSOURI, arising out of its provision of such information to TCG-KC.
- 5.2.5 SBC MISSOURI will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 5.2.6 SBC MISSOURI will perform testing through the Local Switching element for TCG-KC customers in the same manner and frequency that it performs such testing for its own customers for an equivalent service.
- 5.2.7 SBC MISSOURI will repair and restore any SBC MISSOURI equipment or any other maintainable component that may adversely impact Local Switching.
- 5.2.8 SBC MISSOURI will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. TCG-KC agrees to respond to SBC MISSOURI's notifications regarding network congestion.
- 5.2.9 SBC MISSOURI will perform, according to its own procedures and applicable law, manual traps as requested by designated TCG-KC personnel (Attachment 16: Network Security) and permit customer originated call trace (Attachment 1: Resale, Appendix Services/Pricing). TCG-KC will obtain all necessary legal authorization for the call trace.

- 5.2.10 SBC MISSOURI will record billable events, where technically feasible, and send the appropriate billing data to TCG-KC as outlined in Attachment 28.
- 5.2.11 SBC MISSOURI will provide switch interfaces to adjuncts in the same manner it provides them to itself. TCG-KC requests for use of SBC MISSOURI adjuncts will be handled through the Special Request process.
- 5.2.12 SBC MISSOURI will provide Usage Data and trouble history regarding a customer line, upon TCG-KC's request as provided in Attachment: 8 and Attachment: 10.
- 5.2.13 SBC MISSOURI will allow TCG-KC to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are available or as may be requested by the Special Request process. When TCG-KC purchases Unbundled Local Switching (ULS), SBC MISSOURI will provide TCG-KC the vertical features that the switch is equipped to provide.

5.3 Interface Requirements:

- 5.3.1 Unbundled Local Switching (ULS) Port includes the central office switch hardware and software required to permit the transport or receipt of information over the SBC MISSOURI local switching network or other interconnected networks. The ULS Port provides access to all features, functions and capabilities of the local switch. The ULS Port charge includes the charges for cross connect to the main distribution frame or DSX panel. SBC MISSOURI will provide the following switch ports:
 - 5.3.1.1 Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications including centrex-like applications. When TCG-KC orders a Loop/Switch combination in which the loop is served by IDLC, TCG-KC will pay the applicable loop charge and an Analog Line Port charge.
 - 5.3.1.2 Analog (DID) Trunk Port: A trunk side switch connection used for voice communications via customer premises equipment primarily provided by a Private Branch Exchange (PBX) switch.
 - 5.3.1.3 DS1 Trunk Port: A digital trunk side switch connection that provides the equivalent of 24 paths used primarily for voice communications via customer premises equipment provided by a PBX switch (4 wire).
 - 5.3.1.4 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities including centrex-like applications. When TCG-KC orders a Loop/Switch combination in which the loop is served by IDLC, TCG-KC will pay the applicable loop charge and a BRI Port charge.

- 5.3.1.5 ISDN Primary Rate Interface (PRI) Port: switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities. Analog line port numbers (POTS) that are requested to be routed to this PRI trunk side port will be priced separately. The price for accomplishing this function is contained in Appendix Pricing UNE Schedule of Prices under "DS1 Digital Trunk Port" and labeled "Regular Numbers."
- 5.3.1.6 Input/Output (I/O) Port: Provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port). TCG-KC must have access to full functionality of the switch including but not limited to voice mail functions. The cost of a feature-specific I/O port is already included in the feature hardware additive applied in SCIS/IN. Any other I/O ports necessary shall be priced through the Special Request Process. This means that TCG-KC does not pay an additional amount for an SMDI ("voice mail") port, or for the input/output port that provides report generation for PBX customers.
- 5.3.1.7 When TCG-KC purchases switch ports, the applicable prices contained on Appendix Pricing UNE - Schedule of Prices and labeled "Port Charge per month" will apply. In addition, applicable usage sensitive charges are found in Appendix Pricing UNE - Schedule of Prices labeled "Local Switching".
- 5.3.1.8 This Section Intentionally Left Blank
- 5.3.1.9 TCG-KC may request additional port types from SBC MISSOURI through the Special Request process.

6.0 Tandem Switching

- 6.1 Definition: Tandem Switching is defined as: (1) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card, (2) the basic switching function of connecting trunks to trunks; and (3) all technically feasible functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.
- 6.1.1 When TCG-KC uses Tandem Switching, SBC MISSOURI will charge the price shown on Appendix Pricing UNE - Schedule of Prices labeled "Tandem Switching", subject to the Blended Transport provisions of Section 5.2.2.1.1.1 of Appendix Pricing UNE. No port charge applies with Tandem Switching.

6.2 Technical Requirements

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

- 6.2.2 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 9.
- 6.2.3 SBC MISSOURI will perform testing through the Tandem Switching element for TCG-KC in the same manner and frequency that it performs such testing for itself.
- 6.2.4 To the extent that SBC MISSOURI manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. TCG-KC agrees to respond to SBC MISSOURI's notifications regarding network congestion.
- 6.2.5 Where SBC MISSOURI provides the Local Switching Network element and the Tandem Switching Network element to TCG-KC from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.

7.0 Intentionally left blank

8.0 Interoffice Transport

The Interoffice Transport network element is defined as SBC MISSOURI interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by SBC MISSOURI or TCG-KC or third parties acting on behalf of TCG-KC, or between switches owned by SBC MISSOURI or TCG-KC or third parties acting on behalf of TCG-KC. Interoffice Transport includes Common Transport and Dedicated Transport.

8.1 Common Transport

- 8.1.1 Definition: Common Transport is a shared interoffice transmission path between SBC MISSOURI switches. Common Transport will permit TCG-KC to connect its Local Switching element with Common Transport to transport the local call dialed by the Local Switching element to its destination through the use of SBC MISSOURI's common transport network. Common Transport will also permit TCG-KC to utilize SBC MISSOURI's common network between a SBC MISSOURI tandem and a SBC MISSOURI end office.
- 8.1.2 SBC MISSOURI will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.

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

8.2 Dedicated Transport

- 8.2.1 Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SBC MISSOURI or TCG-KC or third parties acting on behalf of TCG-KC, or between switches owned by SBC MISSOURI or TCG-KC or third parties acting on behalf of TCG-KC. Dedicated Transport includes interoffice dark fiber and Digital Cross-connect System (DCS) functionality as specified below. The price for dedicated transport is found in Appendix Pricing - UNE Schedule of Prices labeled "Interoffice Transport." Entrance facility rates are found in Appendix Pricing - UNE Schedule of Prices, labeled "Dedicated Transport, Entrance Facilities". Entrance facility rates apply in all cases in which unbundled dedicated transport is not being cabled through an existing collocation arrangement, whether physical or virtual. The parties agree that when TCG-KC collocates in SBC MISSOURI central offices, and SBC MISSOURI is not providing the connection between the SBC MISSOURI central office and the TCG-KC premises (*i.e.*, the entrance facility), the "Dedicated Transport, Entrance Facilities" rate element would not apply. In this instance, TCG-KC provides the transmission facility between its premises and the SBC MISSOURI premises and SBC MISSOURI applies the unbundled Dedicated Transport interoffice rate elements for transport between SBC MISSOURI offices, and the appropriate Collocation Interconnection Arrangement would apply. When SBC MISSOURI provides the transmission facility (*i.e.*, the entrance facility) between the TCG-KC premises and the SBC MISSOURI central office, the entrance facility rate element would apply for such entrance facility in addition to any interconnection arrangement to connect the entrance facility to TCG-KC collocation space.
- 8.2.1.1 SBC MISSOURI will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to TCG-KC.
- 8.2.1.2 SBC MISSOURI will offer Dedicated Transport using then-existing infrastructure facilities and equipment. To the extent facilities and equipment are not presently available, TCG-KC may request them pursuant to the Special Request process.
- 8.2.1.3 SBC MISSOURI will provide Dedicated Transport at the following speeds: Voice Grade (VG) (analog), DS1(1.544 Mbps), DS3(45 Mbps), OC3(155.520 Mbps) and OC12(622.080 Mbps). In addition, SBC MISSOURI offers OC48(2488.320 Mbps) bandwidth as an option for interoffice capacity. TCG-KC may request other interface options pursuant to the Special Request process.
- 8.2.1.4 Dedicated Transport elements are provided over such routes as SBC MISSOURI may elect in its own discretion. If TCG-KC requests special routing

of Dedicated Transport, SBC MISSOURI will respond to such requests under the Special Request process.

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

8.2.1.5.1 SBC MISSOURI will provide all technically feasible types of multiplexing/ demultiplexing, including optical multiplexing on an unbundled basis. However, if there are no cost studies filed for specific bandwidth of optical multiplexing a mutually agreeable rate for such equipment may be established through the special request process.

8.2.1.5.2 When TCG-KC requests stand-alone electronic multiplexing, it will pay rates and charges for Voice Grade to DS1 and DS1 to DS3 multiplexing and demultiplexing that are in addition to Dedicated Transport rates and charges. These charges are shown in Appendix Pricing - UNE - Schedule of Prices labeled "Multiplexing". Otherwise, electronic multiplexing used by SBC MISSOURI in providing Dedicated Transport to TCG-KC is included in the Dedicated Transport rates and charges. TCG-KC may purchase stand-alone multiplexing without also purchasing dedicated transport elements. The multiplexing/demultiplexing and grooming associated with optical transport is included in the optical interoffice Dedicated Transport price. Stand-alone use of optical multiplexing may be requested through the Special Request process.

8.2.1.5.3 TCG-KC will use multiplexing/demultiplexing when connecting a DS1 or greater bandwidth Dedicated Transport element to a SBC MISSOURI analog loop.

8.2.2 Interoffice Dark Fiber

8.2.2.1 SBC MISSOURI will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element under the following conditions: SBC MISSOURI will offer its dark fiber to TCG-KC when TCG-KC has collocation space in a SBC MISSOURI tandem or end office, but may offer it pursuant to agreements that would permit revocation of TCG-KC's right to use the dark fiber upon twelve (12) months' notice by SBC MISSOURI. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after TCG-KC's initial request for dark fiber. Thereafter, within 30 days from receipt of an TCG-KC request for interoffice dark fiber, SBC MISSOURI either will grant the request and issue an appropriate lease or deny the request and provide TCG-KC with a written explanation demonstrating SBC MISSOURI's need to use the specific fiber requested by TCG-KC within the

twelve month period following TCG-KC's request. To exercise its right of revocation, SBC MISSOURI must demonstrate that the subject dark fiber is needed to meet SBC MISSOURI's bandwidth requirements or the bandwidth requirements of another LSP. An LSP may not, in twenty-four (24) month period, lease more than 25% of SBC MISSOURI's excess dark fiber capacity in a particular dedicated interoffice transport segment. If SBC MISSOURI can demonstrate within a twelve (12) month period after the date of a dark fiber lease that TCG-KC is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SBC MISSOURI may revoke the lease agreement with TCG-KC and provide TCG-KC with sufficient alternative means of transporting the traffic. SBC MISSOURI will provide TCG-KC with the ability to connect to interoffice dark fiber. In each SBC MISSOURI tandem or end office that serves as the point of termination for each interoffice dark fiber segment, SBC MISSOURI will provide TCG-KC an appropriate termination point on a distribution frame or its equivalent. In addition, SBC MISSOURI will provide connectivity to its dark fiber in any facility where it has an existing termination point or a patch panel.

- 8.2.2.2 TCG-KC may test the quality of the Interoffice Dark Fiber to confirm its usability and performance specifications.
- 8.2.2.3 SBC MISSOURI will provide to TCG-KC information regarding the location, availability, and loss characteristics of Interoffice Dark Fiber within ten (10) business days after receiving a request from TCG-KC.
- 8.2.2.4 When TCG-KC purchases Interoffice Dark Fiber, TCG-KC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber - Interoffice".

8.2.3 Technical Requirements For All Dedicated Transport

This Section sets forth technical requirements for all Dedicated Transport.

- 8.2.3.1 When provided by SBC MISSOURI to itself or when requested by TCG-KC pursuant to the Special Request process, and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

8.2.4 Digital Cross-Connect System (DCS)

- 8.2.4.1 SBC MISSOURI will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers, or additional functionality as the Parties may agree.

8.2.4.1.1 When TCG-KC specifically orders the DCS, the applicable prices described in the paragraphs below and contained on Appendix Pricing - UNE - Schedule of Prices and labeled "Digital Cross Connect Systems" will apply.

8.2.4.1.1.1 DCS Port Charge - A DCS rate per month applies per port requested. The three types of port configurations are as follows:

DS0 channel port termination.

DS1 channel port termination.

DS3 channel port termination.

8.2.4.1.1.2 DCS Establishment Charge - This charge applies for the initial setup of the TCG-KC database. The database setup is a grid, built by SBC MISSOURI, that contains all of the unbundled dedicated transport circuits (loops and/or interoffice facilities) that TCG-KC will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting TCG-KC to control its own circuits. Also included is initial training on the system.

8.2.4.1.1.3 Database Modification Charge - This charge applies each time TCG-KC requests a modification of its database. A modification can be an addition or deletion of circuits terminating on a DCS, or a rearrangement of the database.

8.2.4.1.1.4 Reconfiguration Charge - This charge applies per termination point per DCS each time the routing of TCG-KC circuit is changed. As an example, if TCG-KC has a circuit routing from its location "A" through two DCS offices to its location "B" and wants to reconfigure this circuit so that it is routed from "A" through two different DCS offices to location "C", four reconfiguration charges would apply. Two charges would apply for disconnecting from the original DCS offices and two charges would apply for connecting at the new DCS offices.

8.2.4.2 The DCS is a central office cross-connect system for the remote reconfiguration of Dedicated Transport facilities.

- 8.2.4.3 TCG-KC may utilize the DCS Dedicated Transport element through the use of a terminal on TCG-KC premises to access a database maintained by SBC MISSOURI to reconfigure TCG-KC's Dedicated Transport facilities.
- 8.2.4.4 TCG-KC may use the DCS to directly access and control TCG-KC's 45 Mbps or 1.544Mbps facilities or unbundled Dedicated Transport, subtending channels, and Internodal Facilities (the facilities that connect a DCS in one central office with a DCS in another central office). DCS devices will perform 3/3, 3/1, and 1/0 type functions.
- 8.2.4.5 TCG-KC will remotely access the DCS by using a terminal on TCG-KC's premises in conjunction with TCG-KC's facilities or SBC MISSOURI Unbundled Loops or Dedicated Transport elements (Entrance Facility and/or I/O Transport), or in conjunction with a local telephone line with a seven digit telephone number.
- 8.2.4.6 SBC MISSOURI will make DCS available at those hubs where SBC MISSOURI cross-connect systems are located. SBC MISSOURI will provide a list of those hubs to TCG-KC.
- 8.2.4.7 SBC MISSOURI will make two DCS options available to TCG-KC: On-demand; and Reservation. The on-demand option allows TCG-KC to make immediate changes to the network, while the reservation option allows TCG-KC to execute a change at a specified time designated by TCG-KC.
- 8.2.4.8 TCG-KC may use DCS to perform the following functions:
- 8.2.4.8.1 **Routing/Rerouting** - The routing feature allows TCG-KC to select the routes that will be used to connect circuits between DCSs. TCG-KC may control the route selection process by various parameters according to TCG-KC's needs. TCG-KC may also reroute circuits from a failed internodal facility to a working one.
 - 8.2.4.8.2 **Renaming**-TCG-KC may rename its network locations, circuits, and facilities.
 - 8.2.4.8.3 **Special Day Definition** - TCG-KC may specify circuit reconfiguration on special days, e.g., payday, holidays.
 - 8.2.4.8.4 **Resource Verification** - TCG-KC may verify the resource availability for the reservation period in its reconfiguration request prior to the system's confirmation or denial of the request.
 - 8.2.4.8.5 **Transaction Log** - TCG-KC is provided database log that contains every transaction involving reconfigurations.

8.2.4.8.6 **Compatibility Table** - TCG-KC may view the allowable access line combinations that can be used with the DCS.

8.2.4.8.7 **Path Priority** - TCG-KC may arrange its circuit paths in order of priority when multiple routes exist.

8.2.4.8.8 **Reservation Summary Screen** - TCG-KC may view the status of its reconfiguration reservations.

8.2.4.8.9 **MACRO Command/Network Modeling** - TCG-KC may initiate with one command, multiple two-point cross-connections. TCG-KC can build separate network models, such as day-time models, night-time models, and disaster recovery models and invoke their activation or switch from one to the other.

8.2.4.8.10 **Variable Bandwidth** - On Internodal Facilities, TCG-KC may use the variable bandwidth feature interchangeably to connect full STS1 (where available), 45Mbps or 1.544Mbps circuits, or to connect one or more individual subtending channels.

8.2.4.9 Technical Specifications

8.2.4.9.1 TCG-KC will only cross-connect with DCS that have identical technical characteristics for compatibility and proper operations, e.g., Data to Data, Voice to Voice.

8.2.4.9.2 DCS functionality includes wiring or other cabling from the DCS device to a distribution frame or its equivalent.

9.0 Signaling Networks and Call-Related and other Databases

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

9.1 Signaling Link Transport

9.1.1 Definition: Signaling Link Transport is a set of multiples of two (A-links) or four (B- or D-links) dedicated full duplex mode 56 Kbps (or higher speeds when suitably equipped) transmission paths between TCG-KC STPs or switches and the SBC MISSOURI STP pair that provides appropriate physical diversity when available. Generally the TCG-KC designated Signaling Points of Interconnection (SPOI) are at SBC MISSOURI's STP or serving wire center.

- 9.1.1.1 TCG-KC and SBC MISSOURI may choose to interconnect their existing SS7 networks. No charges under this Agreement will apply when TCG-KC transmits signaling for local service traffic using ports, links and cross connects between TCG-KC and SBC MISSOURI STPs for which TCG-KC has paid the applicable charges in its capacity as an IXC.
- 9.1.1.2 When TCG-KC establishes new links, where TCG-KC will use existing transport to an existing SPOI, but will order a new cross-connect and port at SBC MISSOURI's STP, TCG-KC will pay applicable rates labeled "SS7 Links Cross Connect" and "STP Port" in Appendix Pricing - UNE - Schedule of Prices. If either Party believes new links as described in this paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new cross-connect and port is needed, SBC MISSOURI will charge TCG-KC the applicable rates and charges established herein and TCG-KC will charge SBC MISSOURI the lesser of TCG-KC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SBC MISSOURI does not agree that a new link as described in this paragraph is mutually beneficial, then SBC MISSOURI will not use the new link and SBC MISSOURI acknowledges that TCG-KC may block SBC MISSOURI's usage of the new link.
- 9.1.1.3 If new links are established and TCG-KC elects to purchase unbundled SBC MISSOURI transport between an TCG-KC STP or TCG-KC local switch and a SBC MISSOURI STP or SPOI, using interfaces at the DS1 level, SBC MISSOURI will provide a DS1 transport facility. TCG-KC will pay the rates and charges for each DS-1 shown on Appendix Pricing UNE - Schedule of Prices labeled "Unbundled Signaling - STP - Access Connection - 1.544 Mbps" (in addition to the port and cross connect described in 9.1.1.2).
- 9.1.1.3.1 If either Party believes the new DS-1 transport facility as described in the previous paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new DS1 transport facility is needed, SBC MISSOURI will charge TCG-KC the applicable charges established herein and TCG-KC will charge SBC MISSOURI the lesser of TCG-KC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SBC MISSOURI does not agree that a new facility as described in this paragraph is mutually beneficial, then SBC MISSOURI will not use the new facility's links and SBC MISSOURI acknowledges that TCG-KC may block SBC MISSOURI's usage of the new facility's links.
- 9.1.1.4 If new links are established and the SPOI is located in a different end office than the STP, TCG-KC may purchase 56 Kbps transport between the SPOI and the

cross connect panel where the STP is located (in addition to the port and cross connect required in 9.1.1.2 above). In this circumstance, TCG-KC will pay the rates and charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Unbundled Signaling - STP Access Link - 56 Kbps."

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

9.1.2 Technical Requirements

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

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

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

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

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

- 9.1.4.1 When SBC MISSOURI requests TCG-KC to add a signaling point code, SBC MISSOURI will pay a non-recurring charge per STP pair at the lesser of TCG-KC's tariff rate, if any, or the charge reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling". This charge also applies to point code information provided by SBC MISSOURI allowing other telecommunications providers to use SBC MISSOURI's SS7 signaling network. If either Party believes the new Point Code would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If pursuant to the negotiations, the Parties mutually agree that the Point Code Addition is mutually beneficial, TCG-KC will pay the charges identified herein.
- 9.1.5 When TCG-KC provides its own switching, and purchases signaling link transport, TCG-KC will furnish to SBC MISSOURI, at the time such transport is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast will include total annual volume and busy hour month volume. SBC MISSOURI will utilize the forecast in its own efforts to project future facility requirements. TCG-KC will furnish such forecasts in good faith, but will not be restricted in its use of the signaling network based on such forecasts.
- 9.1.6 TCG-KC will inform SBC MISSOURI in writing thirty (30) days in advance of any material expected change in TCG-KC's use of such SS7 Signaling Network. Any network management controls found necessary to protect SBC MISSOURI's SS7 network from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.1.7 SBC MISSOURI will inform TCG-KC in writing thirty (30) days in advance of any material expected change in SBC MISSOURI's use of such SS7 Signaling Network. Any network management controls found necessary to protect TCG-KC's SS7 network from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.2 Signaling Transfer Points (STPs)
- 9.2.1 Definition: The Signaling Transfer Point element is a signaling network function that includes all of the capabilities provided by the Signaling Transfer Point (STPs) switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. Signaling Transfer Point includes the associated link interfaces.

9.2.1.1 TCG-KC may use the STP under three options, as follows:

9.2.1.1.1 Signaling for TCG-KC with its own Signaling Point, utilizing its own set of links: Use of the STP routes signaling traffic generated by action of TCG-KC to the destination defined by SBC MISSOURI's signaling network, excluding messages to and from a SBC MISSOURI Local Switching unbundled Network Element. MTP, ISUP, SCCP, TCAP and OMAP signaling traffic addressed to signaling points associated with TCG-KC set of links will be routed to TCG-KC.

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

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

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

9.2.1.1.3 Signaling for TCG-KC utilizing SBC MISSOURI's Local Switching Unbundled Network Element (UNE): Use of SBC MISSOURI's SS7 signaling network will be provided as set forth in an order for the

Local Switching unbundled network element. TCG-KC does not separately order SS7 signaling under this method. TCG-KC will be charged for the use of the SBC MISSOURI SS7 signaling on a per call basis at the interim rate of 200 times the octet rate contained on Appendix Pricing UNE - Schedule of Prices and labeled as "SS7 Transport Rate". This per call rate is also shown as SS7 Signaling in the Appendix Pricing UNE - Schedule of Prices.

9.2.2 Technical Requirements

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

9.2.2.1.1 SBC MISSOURI Local Switching or Tandem Switching;

9.2.2.1.2 SBC MISSOURI Service Control Points/Call Related Databases;

9.2.2.1.3 Third-party local or tandem switching systems; and

9.2.2.1.4 Third-party-provided STPs.

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

9.2.2.3 The connectivity provided by STPs will fully support the functions of all other Network Elements connected to the SBC MISSOURI SS7 network. This explicitly includes the use of the SBC MISSOURI SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the SBC MISSOURI SS7 network. When the SBC MISSOURI SS7 network is used to convey such messages, there will be no intentional alteration of the Integrated Services Digital Network User Part (ISDNUP) or

Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. In its capacity as an LSP, TCG-KC will transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC MISSOURI signaling network.

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

9.2.2.5 In cases where the destination signaling point is a SBC MISSOURI local or tandem switching system or DB, or is TCG-KC or third party local or tandem switching system directly connected to the SBC MISSOURI SS7 network, STPs will perform MRVT and SRVT to the destination signaling point, if and to the extent these capabilities exist on the particular SBC MISSOURI STPs. In all other cases, STPs will perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the SBC MISSOURI SS7 network, if and to the extent these capabilities exist on the particular SBC MISSOURI STPs. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and if and to the extent these capabilities exist on the particular SBC MISSOURI STPs.

9.2.3 Interface Requirements

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

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

9.2.3.3 SBC MISSOURI will provide intraoffice diversity to the same extent as it provides itself between the SPOIs and the SBC MISSOURI STPs. TCG-KC may request and SBC MISSOURI will provide, to the extent technically feasible, greater diversity through the Special Request process.

9.3 Service Control Points/Call-Related Databases

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

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

9.3.2 Technical Requirements for SCPs/Call-Related Databases

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

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

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

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

9.4 Line Information Database (LIDB)

9.4.1 Definition: The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval.

LIDB is accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides return result, return error and return reject responses as appropriate. LIDB queries include functions such as screening

billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is SBC MISSOURI's regional STP. LIDB also interfaces with a service management system as defined below.

9.4.1.1 Query transport will be charged on a per query basis at a rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "Query Transport." LIDB Validation will be charged on a per query basis at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "LIDB Validation." (This includes Validation, SMS, and SLEUTH functionality.) CNAM Service Query will be charged on a per query basis at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "CNAM Service Query." (This includes service query and SMS functionality.) LIDB usage rates (i.e., CNAM Service Query, LIDB Validation, and Query Transport) will be modified to reflect weighted average prices from Texas, Missouri, Oklahoma, Kansas, and Arkansas once cost review processes are complete in all states. The parties will submit a modification to this Agreement and will true-up to the modified prices. A service order charge for LIDB validation will be charged at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled as "Service Order Charge". This charge applies when TCG-KC places an order to activate, change, or modify a point code. When TCG-KC has not previously established a given switch on SBC MISSOURI's STP, but TCG-KC wants to use that switch to issue LIDB queries, the switch must be identified to LIDB through point code additions. In that event, a nonrecurring charge for activating, changing, or modifying a point code will be charged at a rate reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling."

9.4.1.1.1 SBC MISSOURI will waive the non-recurring charge for the initial order establishing CNAM Query subject to the early termination provisions in Section 9.4.1.1.2 of this Amendment. Additional non-recurring charges for point code activation shall be applicable for all such activity after the initial point code activation. The applicable non-recurring charge is set forth in the Pricing Schedule.

9.4.1.1.2 Should TCG-KC terminate this Amendment within the first six (6) months of its effective date, TCG-KC agrees to pay SBC MISSOURI an early termination sum equal to two (2) times the average monthly volume of TCG-KC's CNAM Queries times the usage rates specified in the Pricing Schedule or, if TCG-KC terminates this Amendment within less than two months, TCG-KC agrees to pay SBC MISSOURI for twice the volume of Queries that occurred during the first month service was provided.

- 9.4.1.2 Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- 9.4.1.3 Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data.
- 9.4.1.4 Calling Card Service (CCD) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.
- 9.4.1.5 Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. Validation Queries and Response messages are transported across the CCS network.
- 9.4.1.6 Data Owner means telecommunications companies that administer their own validation data in a party's LIDB or LIDB-like database.
- 9.4.1.7 Line Record means information in LIDB that is specific to a single telephone number or special billing number.
- 9.4.1.8 Originating Point Code (OPC) means a code assigned to identify LSP's operator service system location(s).
- 9.4.1.9 Special Billing Number means line records in LIDB that are based on an NPA-0/1XX numbering format. NPA-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-0/1XX line record is either a zero (0) or a one (1).
- 9.4.1.10 Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.
- 9.4.1.11 Validation information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.
- 9.4.1.12 SBC MISSOURI has established a LIDB database users group.

9.4.2 LIDB Validation

- 9.4.2.1 SBC MISSOURI will provide TCG-KC access to Validation information whenever TCG-KC initiates a query from an SSP for Validation information available in SBC MISSOURI's LIDB.

- 9.4.2.2 All TCG-KC validation queries to SBC MISSOURI's LIDB will use a translation type 253 and a subsystem number in the calling party address field that is mutually agreed upon. TCG-KC acknowledges that such subsystem number and translation type values are currently necessary for SBC MISSOURI to properly process Validation queries to its LIDB.
- 9.4.2.3 SBC MISSOURI may employ certain automatic and/or manual overload controls to protect SBC MISSOURI's CCS/SS7 network. SBC MISSOURI will report to TCG-KC any instances where overload controls are invoked due to TCG-KC's CCS/SS7 network and TCG-KC agrees in such cases to take corrective action to the same extent SBC MISSOURI prescribes for itself. Any network management controls found necessary to protect LIDB Validation from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.4.2.4 SBC MISSOURI's LIDB will contain a record for every SBC MISSOURI working line number and Special Billing Number served by SBC MISSOURI. Other telecommunications companies, including TCG-KC, may also store their data in SBC MISSOURI's LIDB. SBC MISSOURI will request such telecommunications companies to also provide a record for every working line number and Special Billing Number served by those companies.
- 9.4.2.5 SBC MISSOURI's LIDB Validation Service will provide the following functions on a per query basis: validation of a telecommunications calling card account number stored in LIDB; determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and determination of billed line as a public (including those classified as semi public) or nonworking telephone number.
- 9.4.2.6 SBC MISSOURI provides LIDB Validation Service as set forth in this Attachment only as such service is used for TCG-KC's LSP activities on behalf of its Missouri local service customers where SBC MISSOURI is the incumbent local exchange carrier. TCG-KC agrees that any other use of SBC MISSOURI's LIDB for the provision of LIDB Validation Service by TCG-KC will be pursuant to the terms, conditions, rates, and charges of SBC MISSOURI's effective tariffs, as revised, for LIDB Validation Service.
- 9.4.2.6.1 TCG-KC will be charged for LIDB validation queries, consistent with Section 9.4.1 of this Attachment, in the event that TCG-KC is using its own OS platform.
- 9.4.2.6.2 In the event that TCG-KC is using SBC MISSOURI's OS platform, until otherwise agreed, no charge is made for such Validation queries other than applicable OS charges as defined in Attachment 23 OS-Fac.

- 9.4.2.6.3 SBC MISSOURI cannot distinguish between queries from TCG-KC's Operator Services Position System (OSPS) as an LSP within the SBC MISSOURI traditional five state serving area and queries from TCG-KC's OSPS as an IXC. If for any reason the rates for the LSP query and/or query transport and the rates for the IXC query and/or query transport rate diverge prior to the development of any technically feasible method to distinguish LSP queries from IXC queries, TCG-KC will develop an allocation factor to distinguish the proportion of queries attributed to TCG-KC as an IXC and those attributed to TCG-KC as an LSP within the SBC MISSOURI serving area. Should TCG-KC opt to treat all queries at the higher rate, TCG-KC will not be required to develop an allocation factor.
- 9.4.2.6.4 SBC MISSOURI will notify TCG-KC of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice TCG-KC will advise SBC MISSOURI whether TCG-KC elects to pay the higher rate (e.g., assume all queries are LSP or IXC driven, whichever is higher) or elects to develop an allocation factor. TCG-KC will provide its factor and SBC MISSOURI will accept and apply the factor as soon as technically feasible but in no event later than 90 days after TCG-KC notifies SBC MISSOURI of its intent to develop a factor. Until TCG-KC develops and provides its factor, SBC MISSOURI shall treat all queries at the higher rate, except that a true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days. Factors may be changed by TCG-KC on a quarterly basis and subject to audit by SBC MISSOURI on a yearly basis.
- 9.4.2.7 LIDB Validation provided by SBC MISSOURI to TCG-KC will meet applicable regulatory performance standards and requirements and be at least equal in quality and performance as that which SBC MISSOURI provides to itself. LIDB Validation will be provided in accordance with SBC MISSOURI Technical Publications or other like SBC MISSOURI documents, as changed from time to time by SBC MISSOURI at its sole discretion, to the extent consistent with the Act. Such publications and documents will be shared with TCG-KC and SBC MISSOURI will provide TCG-KC with the opportunity to comment. TCG-KC may request and SBC MISSOURI will provide, to the extent technically feasible, LIDB Validation that is superior or lesser in quality than SBC MISSOURI provides to itself and such service will be requested pursuant to the Special Request process.

9.4.3 Ownership of Validation Information

- 9.4.3.1 TCG-KC's access to any LIDB Validation information does not create any ownership interest that does not already exist. Telecommunications companies, including TCG-KC, depositing information in SBC MISSOURI's LIDB may retain full and complete ownership and control over such information.
- 9.4.3.2 Unless expressly authorized in writing by parties, LIDB Validation is not to be used for purposes other than validating ABS-related calls. TCG-KC may use LIDB Validation for such functions only on a call-by-call basis.
- 9.4.3.3 Proprietary information residing in SBC MISSOURI's LIDB is protected from unauthorized access and TCG-KC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:
- Billed (Line/Regional Accounting Office (RAO)) Number
 - PIN Number(s)
 - Billed Number Screening (BNS) indicators
 - Class of Service (also referred to as Service or Equipment)
 - Reports on LIDB usage
 - Information related to billing for LIDB usage
 - LIDB usage statistics.
- 9.4.3.4 TCG-KC agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SBC MISSOURI's LIDB.
- 9.4.3.5 If TCG-KC acts on behalf of other carriers to access SBC MISSOURI's LIDB Validation, TCG-KC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SBC MISSOURI after a Validation query to SBC MISSOURI's LIDB.
- 9.4.3.6 SBC MISSOURI will share end user information, pertinent to fraud investigation, with TCG-KC when validation queries for the specific end user reaches SBC MISSOURI's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SBC MISSOURI's LIDB.
- 9.4.3.7 Nothing in Sections 9.4.3.1 through 9.4.3.7 is intended to restrict TCG-KC's use or storage of TCG-KC data created or acquired independently of SBC MISSOURI's LIDB Validation.

9.4.4 LIDB Storage and Administration

9.4.4.1 Definitions:

- 9.4.4.1.1 **Data Base Administration Center (DBAC)** - A SBC MISSOURI location where facility and administrative personnel are located for administering LIDB and/or Sleuth.
- 9.4.4.1.2 **Group** - For the purpose of this Attachment, a specific NPA-NXX and/or NPA-0/1XX combination.
- 9.4.4.1.3 **Group Record** - Information in LIDB or LVAS that is common to all lines or billing records in an NPA-NXX or NPA-0/1XX.
- 9.4.4.1.4 **LIDB Editor** - A database editor located at the SCP where LIDB resides. LIDB Editor provides emergency access to LIDB that bypasses the service management system for LIDB.
- 9.4.4.1.5 **Line Validation Administration System (LVAS)** - An off-line administrative system, used by SBC MISSOURI to add, delete and change information in LIDB. For purposes of this Attachment, LVAS is SBC MISSOURI's service management system for LIDB.
- 9.4.4.1.6 **Line Record** - Information in LIDB or LVAS that is specific to a single telephone number or Special Billing Number.
- 9.4.4.1.7 **Toll Billing Exception (TBE)** - A LIDB option that allows end users to restrict third number billing or collect calls to their lines.
- 9.4.4.1.8 **Service Management System (SMS)** - An off-line system used to access, create, modify, or update information in LIDB. For the purposes of this Attachment, the SMS for LIDB is LVAS.
- 9.4.4.1.9 **Sleuth** - An off-line administration system that SBC MISSOURI uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences of fraud that may require investigation. Detection parameters are based upon vendor recommendations and SBC MISSOURI's analysis of collected data and are subject to change from time to time.
- 9.4.4.1.10 **Special Billing Number (SBN) Account Groups** - Line records in LIDB that are based on an NPA-0/1XX numbering format. NPA-0/1XX numbering formats are similar to NPA-NXX formats except that

the fourth digit of an NPA-0/1XX line record is either a zero (0) or a one (1).

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

9.4.4.1.12 **Translation Type** - A code in the Signaling Connection Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. Currently, all LIDB queries against the same exchange and Translation Type are routed to the same LIDB.

9.4.4.2 General Description and Terms

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

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

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

- 9.4.4.2.4 SBC MISSOURI does not presently have data screening capability in LIDB. Data Screening is the ability of a LIDB owner to deny complete or partial access to LIDB data or processes. At such time as SBC MISSOURI has LIDB Data Screening capability for individual data owners, including itself, it will make that capability available to TCG-KC.
- 9.4.4.2.5 On behalf of third parties who query LIDB for TCG-KC data and receive a response verifying the end user's willingness to accept the charges for the underlying call, TCG-KC at its election either will bill the appropriate charges to end users or will provide all necessary billing information needed by the third party to bill for the services provided.
- 9.4.4.2.6 Upon receipt of the Line Record from TCG-KC, SBC MISSOURI will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line records residing in SBC MISSOURI's LIDB to: (1) validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment; (2) determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number; and (3) determine whether the billed line is a public telephone number using the Class of Service Information in LIDB.
- 9.4.4.2.7 To the extent that TCG-KC stores its own Validation information in a database other than SBC MISSOURI's, such information will be made available to SBC MISSOURI through an industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between SBC MISSOURI and the database provider. SBC MISSOURI agrees to negotiate in good faith to reach such an agreement. If SBC MISSOURI is unable or chooses not to enter into an agreement with a database provider, TCG-KC acknowledges that such TCG-KC validation information will be unavailable to any customer including TCG-KC served by SBC MISSOURI OS platforms.
- 9.4.4.2.8 TCG-KC understands and agrees that SBC MISSOURI is the sole determinant and negotiating party for any access to SBC MISSOURI's LIDB. TCG-KC does not gain any ability, by virtue of this Attachment, to determine which telecommunications companies are allowed to access information in SBC MISSOURI's LIDB. TCG-KC understands and agrees that when SBC MISSOURI allows a query originator to access SBC MISSOURI data in SBC MISSOURI's LIDB, such query

originators will also have access to TCG-KC's data that is also stored in SBC MISSOURI's LIDB.

9.4.4.3 Line Validation Administration System (LVAS)

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

9.4.4.3.2 For UNE-P orders, SBC MISSOURI shall work within the change management process to develop functionality that will enable it to populate the LIDB database based on information provided by TCG-KC through the initial LSR establishing a new connect or migration of TCG-KC's end user customer. SBC MISSOURI shall provide these enhancements to TCG-KC for testing on or before December 15, 1999, with implementation scheduled for mid-January, 2000.

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

9.4.4.3.4 There is no separate charge for TCG-KC's use of LVAS under this Agreement.

9.4.4.3.5 TCG-KC may participate in a forum established by SBC MISSOURI for all users of SBC MISSOURI's LIDB administration system (LVAS). This group meets quarterly, at the discretion of the group, to discuss

issues regarding SBC MISSOURI's LIDB, including Line Record and system administration.

9.4.4.4 Service Order Entry Interface

9.4.4.4.1 The Service Order Entry Interface provides TCG-KC with unbundled access to SBC MISSOURI's LVAS that is equivalent to SBC MISSOURI's own service order entry process to LVAS. Service Order Entry Interface allows TCG-KC to electronically transmit properly formatted records from TCG-KC's service order process into LVAS.

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

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

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

9.4.4.4.5 SBC MISSOURI will provide TCG-KC with SBC MISSOURI-specific documentation for properly formatting the records TCG-KC will transmit over the Service Order Entry Interface.

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

9.4.4.5 Interactive Interface

9.4.4.5.1 The Interactive Interface provides TCG-KC with unbundled access to SBC MISSOURI's LVAS that is equivalent to SBC MISSOURI's access at its LIDB DBAC. Interactive Interface provides TCG-KC with

the ability to have its own personnel access TCG-KC's records via an application screen that is presented on a computer monitor. Once TCG-KC has accessed one of its line/billing records, TCG-KC can perform all of the data administration tasks SBC MISSOURI's LIDB DBAC personnel can perform on SBC MISSOURI's own line/billing records.

9.4.4.5.2 SBC MISSOURI will provide TCG-KC with Interactive Interface through a modem. TCG-KC understands that its record access through the Interactive Interface will be limited to its own line/billing records.

9.4.4.5.3 TCG-KC will use hardware and software that is compatible with LVAS hardware and software.

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

9.4.4.6 Tape Load Facility Interface

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

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

9.4.4.6.3 The Tape Load Facility Interface is available only when the amount of information is too large for LVAS to accommodate. Both parties agree that these situations normally occur during the initial load of an LSP's information into LIDB or when LIDB is updated for a new product. The Tape Load Facility Interface is not available for ongoing updates of information. TCG-KC may request the Tape Load Facility Interface only when its updates exceed 100,000 line/billing records over and above TCG-KC's normal daily update processing.

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

- 9.4.4.6.5 TCG-KC will deliver a separate set of tapes, each having identical information to each SCP node on which LIDB resides. SBC MISSOURI will provide TCG-KC with the name and address of the SBC MISSOURI employee designated to receive the tapes at each location.
- 9.4.4.6.6 In addition to the tapes TCG-KC will create and deliver to the SCP node locations, TCG-KC will deliver an additional set of tapes to the LVAS System Administrator so that SBC MISSOURI can load TCG-KC's updates into LVAS. TCG-KC understands that these additional tapes must contain information identical to the tapes delivered to the SCP nodes, but that the format will differ. SBC MISSOURI will provide TCG-KC SBC MISSOURI-specific documentation for record formats of these additional tapes. SBC MISSOURI will use these tapes to create TCG-KC records in LVAS that correspond with the records being loaded into LIDB using the Tape Load Facility Interface. SBC MISSOURI will provide TCG-KC with the name and address of the SBC MISSOURI System Administrator to whom the LVAS update tapes should be sent.
- 9.4.4.6.7 SBC MISSOURI and TCG-KC will coordinate to establish mutually agreed upon dates and times for tape loads of TCG-KC data when such loads are the result of an TCG-KC request.
- 9.4.4.6.8 TCG-KC understands and agrees that its record access through the Tape Load Facility Interface is only for TCG-KC's own line/billing records. TCG-KC will not use the Tape Load Facility Interface to modify any group record. TCG-KC will not use the Tape Load Facility Interface to modify any line/billing record not belonging to TCG-KC.

9.4.4.7 LIDB Editor Interface

- 9.4.4.7.1 LIDB Editor Interface provides TCG-KC with unbundled access to SBC MISSOURI's LIDB Editor equivalent to SBC MISSOURI's manner of access. LIDB Editor provides TCG-KC with emergency access to LIDB only when LVAS is unable to access LIDB or is otherwise inoperable.
- 9.4.4.7.2 LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SBC MISSOURI employees. TCG-KC will have access to SBC MISSOURI employees authorized to access LIDB Editor during the same times and under the same conditions that SBC MISSOURI has access to LIDB Editor.

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

9.4.5 Audits

SBC MISSOURI will provide TCG-KC with LIDB audit functionality as described immediately below.

9.4.5.1 LIDB Audit

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

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

9.4.5.1.3 SBC MISSOURI will create a "variance file" of all TCG-KC records that fail the LIDB audit. TCG-KC can access this file through the Interactive Interface.

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

9.4.5.2 Billing System Audit

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

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

9.4.5.2.3 TCG-KC will audit its LIDB accounts against TCG-KC's billing system and correct any discrepancies within a reasonable time and in no event longer than ten calendar days. TCG-KC will correct all

discrepancies using the LVAS interface(s) TCG-KC has requested under this Attachment.

9.4.5.2.4 SBC MISSOURI will provide TCG-KC scheduled and nonscheduled billing system audits as set forth following.

9.4.5.2.4.1 Scheduled Audits:

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

9.4.5.2.4.2 Unscheduled Audits:

TCG-KC can request additional audit files and SBC MISSOURI will work cooperatively to accommodate all reasonable TCG-KC requests for such additional audit files.

9.4.6 Sleuth

- 9.4.6.1 Sleuth notification provides TCG-KC with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation.
- 9.4.6.2 SBC MISSOURI will provide TCG-KC with an alert notification, by fax, or another mutually agreed upon format, when SBC MISSOURI's Sleuth system indicates the probability of a fraud incidence. SBC MISSOURI will use the same criteria to determine fraud alerts for TCG-KC as SBC MISSOURI uses for its own accounts.
- 9.4.6.3 SBC MISSOURI's Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment. However, when Sleuth encounters a number of low priority alerts on the same account, Sleuth may upgrade the alert's status to a higher priority status.
- 9.4.6.4 When a Sleuth investigator determines that an urgent, high, or medium priority alert is for an TCG-KC account, the Sleuth investigator will print the alert from the queue and fax the alert to the TCG-KC. Sleuth alerts only identify potential occurrences of fraud. SBC MISSOURI will not perform its own investigation to determine whether a fraud situation actually exists for an TCG-KC account. TCG-KC will determine what, if any action it should take as a result of a Sleuth alert.
- 9.4.6.5 SBC MISSOURI's hours of operation for Sleuth are seven days a week, twenty-four hours per day (7X24). TCG-KC will provide SBC MISSOURI with a contact

name and fax number for SBC MISSOURI to fax alerts from SBC MISSOURI's Sleuth DBAC.

- 9.4.6.6 SBC MISSOURI will provide TCG-KC with a Sleuth contact name and number, including fax number, for TCG-KC to contact the Sleuth DBAC.
- 9.4.6.7 For each alert notification SBC MISSOURI provides to TCG-KC, TCG-KC may request a corresponding 30-day historical report of ABS-related query processing. TCG-KC may request up to three reports per alert.

9.4.7 Technical Requirements

- 9.4.7.1 SBC MISSOURI will enable TCG-KC to store in SBC MISSOURI's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.
- 9.4.7.2 For the LIDB unbundled Network Element, the Technical Publication or other written description provided for in Section 2.17.2 will include a description of the data elements required to support LIDB-based query processing.
- 9.4.7.3 SBC MISSOURI, and any SBC MISSOURI agents who administer data in SBC MISSOURI's LVAS, will not provide any access to or use of TCG-KC line-record data in LVAS by any third party that is not authorized by TCG-KC in writing.

9.5 CNAM Service Query

9.5.1 Definitions

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

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

- 9.5.1.2 CNAM Service Query allows TCG-KC to query SBC MISSOURI's Calling Name database for Calling Name information in order to deliver that information to TCG-KC's local subscribers.

- 9.5.1.3 Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name database.
- 9.5.1.4 Calling Name information means telecommunications companies' records of all of their subscribers' names associated with one or more assigned ten-digit telephone numbers.
- 9.5.1.5 Name Record Administering Companies means telecommunications companies that administer telephone number assignments to the public and which make their Calling Name information available in a Party's Calling Name database.

9.5.2 Description of Service

- 9.5.2.1 Each Party will provide to the other Party access to Calling Name information whenever the other Party initiates a query from an SSP for such information associated with a call terminating to a CNDS subscriber served by either Party.
- 9.5.2.2 All TCG-KC validation queries to SBC MISSOURI's LIDB will use a translation type (TT) of 005 and a subsystem number in the calling party address field that is mutually agreed upon.
- 9.5.2.3 SBC MISSOURI may employ certain automatic and/or manual overload controls to protect SBC MISSOURI's CCS/SS7 network. SBC MISSOURI will report to TCG-KC any instances where overload controls are invoked due to TCG-KC's CCS/SS7 network and TCG-KC agrees in such cases to take corrective action to the same extent SBC MISSOURI prescribes for itself. Any network management controls found necessary to protect CNAM Service Query from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.5.2.4 SBC MISSOURI provides CNAM Service Query as set forth in this Attachment only as such service is used for TCG-KC's LSP activities on behalf of its Missouri local service customers where SBC MISSOURI is the incumbent local exchange carrier. TCG-KC agrees that any other use of SBC MISSOURI's Calling Name database for the provision of CNAM Service Query by TCG-KC will be pursuant to the terms, conditions, rates, and charges of a separate agreement between the Parties.
 - 9.5.2.4.1 SBC MISSOURI cannot distinguish between queries from TCG-KC's switches as an LSP within the SBC MISSOURI traditional five state serving area ("in-area") and queries from TCG-KC's switches as an

LSP outside the SBC MISSOURI traditional five state serving area ("out-of-area"). If for any reason the rates for the LSP in-area query and query transport and the rates for the LSP out-of-area query and query transport rate diverge prior to the development of any technically feasible method to distinguish in-area queries from out-of-area queries, TCG-KC will develop an allocation factor to distinguish the proportion of in-area queries and out-of-area queries. Should TCG-KC opt to treat all queries at the higher rate, TCG-KC will not be required to develop an allocation factor.

9.5.2.4.2 SBC MISSOURI will notify TCG-KC of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice TCG-KC will advise SBC MISSOURI whether TCG-KC elects to pay the higher rate (e.g., assume all queries are LSP or non LSP driven, whichever is higher) or elects to develop an allocation factor. TCG-KC will provide its factor and SBC MISSOURI will accept and apply the factor as soon as technically feasible but in no event later than 90 days after TCG-KC notifies SBC MISSOURI of its intent to develop a factor. A true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days.

9.5.3 Ownership of the Calling Name Information

9.5.3.1 TCG-KC's access to any CNAM Service Query information does not create any ownership interest that does not already exist. Telecommunications companies, including TCG-KC, depositing information in SBC MISSOURI's LIDB may retain full and complete ownership and control over such information.

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

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

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

- 9.5.3.4 TCG-KC agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SBC MISSOURI's LIDB.
- 9.5.3.5 If TCG-KC acts on behalf of other carriers to access SBC MISSOURI's CNAM Service Query, TCG-KC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SBC MISSOURI after a CNAM Service Query query to SBC MISSOURI's LIDB.
- 9.5.3.6 Nothing in Sections 9.5.3.1 through 9.5.3.5 is intended to restrict TCG-KC's use or storage of TCG-KC data created or acquired independently of SBC MISSOURI's CNAM Service Query.
- 9.5.3.7 SBC MISSOURI will furnish Calling Name information only as accurate and current as the information has been provided to SBC MISSOURI for inclusion in its CNAM database.
- 9.5.3.8 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable.
- 9.5.3.9 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. TCG-KC will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. TCG-KC agrees not to attempt to obtain the caller's name information by originating a query to SBC MISSOURI's Calling Name database where the subscriber had attempted to block such information, nor will TCG-KC block information a subscriber has attempted to unblock.

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

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

9.6 Toll Free Number Database

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

9.6.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

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

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

9.6.5 In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an TCG-KC switch to the SBC MISSOURI Toll Free Database, TCG-KC will pay the Toll Free Database query rate for each query received and processed by SBC MISSOURI's database. When applicable, the charge for the Call Handling and

Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by TCG-KC. The Toll Free Database charges do not apply when TCG-KC uses SBC MISSOURI's Unbundled Local Switching. These rates are reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database".

- 9.6.5.1 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, SBC MISSOURI will deliver the designated 10-digit number.
- 9.6.5.2 The Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.
- 9.6.5.3 The Call Handling and Destination feature allows routing of 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI.
- 9.6.6 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling.
- 9.6.7 TCG-KC will address its queries to SBC MISSOURI's database to the alias point code of the STP pair identified by SBC MISSOURI. TCG-KC's queries will use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. TCG-KC acknowledges that such subsystem number and translation type values are necessary for SBC MISSOURI to properly process queries to its 800 database.
- 9.6.8 SBC MISSOURI may employ certain automatic and/or manual overload controls to protect SBC MISSOURI's CCS/SS7 network. SBC MISSOURI will report to TCG-KC any instances where overload controls are invoked due to TCG-KC's CCS/SS7 network and TCG-KC agrees in such cases to take corrective action to the same extent SBC MISSOURI prescribes for itself. Any network management controls found necessary to protect Toll Free Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.6.9 TCG-KC will only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. TCG-KC will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SBC MISSOURI's Toll Free Calling Database. If TCG-KC acts on behalf of other carriers to

access SBC MISSOURI's Toll Free Calling Database, TCG-KC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SBC MISSOURI after a query to SBC MISSOURI's Toll Free Calling Database.

- 9.6.10 TCG-KC will ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers and that the SSP Provider has transmitted the appropriate subsystem number and translation type.
- 9.6.11 SBC MISSOURI provides access to the Toll Free Calling Database (TFADB) as set forth in this Attachment only as such service is used for TCG-KC's LSP activities on behalf of its Missouri local service customers where SBC MISSOURI is the incumbent local exchange carrier. TCG-KC agrees that any other use of SBC MISSOURI's TFADB for the provision of 800 database service by TCG-KC will be pursuant to the terms, conditions, rates, and charges of SBC MISSOURI's effective tariffs, as revised, for 800 database services.

9.7 AIN Call Related Database

- 9.7.1 Definition: The AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.
- 9.7.2 SBC MISSOURI will provide TCG-KC access to the SBC MISSOURI's Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself, providing that security arrangements can be made. TCG-KC requests to use the SBC MISSOURI SCE will be subject to request and review procedures to be agreed upon by the Parties.
- 9.7.3 When TCG-KC utilizes SBC MISSOURI's Local Switching network element and requests SBC MISSOURI to provision such network element with a technically feasible AIN trigger, SBC MISSOURI will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SBC MISSOURI AIN feature or an TCG-KC developed AIN feature as per previous section.
- 9.7.4 When TCG-KC utilizes its own local switch, SBC MISSOURI will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SBC MISSOURI AIN feature or an TCG-KC developed AIN feature as per previous section.
- 9.7.5 SBC MISSOURI will provide access to AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any mediation, static or dynamic, will only provide network reliability, protection, security and network management functions consistent with the access service provided. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and procedures either (1) resident in the SBC MISSOURI STP that serves the appropriate AIN SCP or (2) via manual controls that are initiated from SBC

MISSOURI Network Elements. Such management controls will be applied to the specific problem source, wherever that source is, including SBC MISSOURI, and not to all services unless a problem source cannot be identified.

- 9.7.6 As requested by TCG-KC, SBC MISSOURI will provide specifications and information reasonably necessary for TCG-KC to utilize SBC MISSOURI SCE as provided above.
- 9.7.7 SBC MISSOURI SCP will partition and take reasonable steps to protect TCG-KC service logic and data from unauthorized access, execution or other types of compromise, where technically feasible.
- 9.7.8 Access to AIN and SCE will be provided to TCG-KC at rates, terms, and conditions to be negotiated by the Parties.

10.0 Operations Support Systems Functions

- 10.1 Definition: Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC MISSOURI's databases and information.
- 10.2 SBC MISSOURI will provide TCG-KC access to its Operations Support Systems Functions through the electronic interfaces provided for in Attachment 27 (Access to Operations Support Systems and Related Functions) and Attachment 28 (Comprehensive Billing), on the terms and conditions set forth in those Attachments. TCG-KC will pay the prices reflected on Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".

11.0 Cross-connects

- 11.1 The cross connect is the media between the SBC MISSOURI distribution frame and an TCG-KC designated collocated space or other SBC MISSOURI unbundled network elements purchased by TCG-KC.
- 11.2 SBC MISSOURI offers a choice of four types of cross connects with each unbundled loop type. SBC MISSOURI will charge TCG-KC the appropriate rate as shown on Appendix Pricing UNE - Schedule of Prices labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing". The applicable cross connects are as follows:
 - 1. Cross connect to DCS
 - 2. Cross connect to Multiplexer/Interoffice
 - 3. Cross connect to Collocation
 - 4. Cross connect to Switch Port
- 11.3 Cross connects to the cage associated with unbundled local loops are available with or without automated testing and monitoring capability. If TCG-KC uses its own testing and monitoring services, SBC MISSOURI will treat TCG-KC test reports as its own for purposes of procedures and

time intervals for clearing trouble reports. When TCG-KC orders a switch port, or local loop and switch port in combination, SBC MISSOURI will, at TCG-KC's request, provide automated loop testing through the Local Switch rather than install a loop test point.

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

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

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

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

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

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

12.0 Additional Requirements Applicable to Unbundled Network Elements

This Section 12 sets forth additional requirements for unbundled Network Elements which SBC MISSOURI agrees to offer to TCG-KC under this Agreement.

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

12.1.1 SBC MISSOURI must offer unbundled local loops with and without automated testing and monitoring services. If an LSP uses its own testing and monitoring services, SBC

MISSOURI still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

12.2 Synchronization

12.2.1 Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

12.2.2 Technical Requirements

SBC MISSOURI will provide synchronization to equipment that is owned by SBC MISSOURI and is used to provide a network element to TCG-KC in the same manner that SBC MISSOURI provides synchronization to itself.

12.3 Co-operative Testing

12.3.1 Upon request, at Time and Materials charges as shown on Appendix Pricing UNE Schedule of Prices, SBC MISSOURI will provide to TCG-KC cooperative testing to test any network element provided by SBC MISSOURI and to test the overall functionality of network elements provided by SBC MISSOURI that are connected to one another or to equipment or facilities provided or leased by TCG-KC, to the extent SBC MISSOURI has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that SBC MISSOURI is required to provide for unbundled Network Elements under Attachment 6 or Attachment 27.

13.0 Pricing

13.1 Price Schedules

Attached hereto as Appendix Pricing - UNE is a schedule which reflects the prices at which SBC MISSOURI agrees to furnish unbundled Network Elements to TCG-KC.

14.0 Additional Provisions

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

- 14.1 Except as modified below, SBC MISSOURI agrees to make all unbundled network elements (UNEs) set forth in this Agreement available to TCG-KC for the term of this Agreement, on the terms and at the prices provided in this Agreement.
- 14.2 SBC MISSOURI will, except as provided elsewhere in Section 14, provide combinations of network elements to TCG-KC consistent with SBC MISSOURI's obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by SBC MISSOURI in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, SBC MISSOURI will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Attachment 27, Section 5.14. For new UNE combinations that are not within the above-referenced definition of "Contiguous Network Interconnection of Network Elements" and that require manual work by SBC MISSOURI in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, the applicable recurring and nonrecurring charges will apply, together with the Central Office Access Charge as shown in Appendix Schedule of Pricing-UNE. Such combinations may be referred to elsewhere in this Agreement as "new" combinations.
- 14.2.1 Notwithstanding Section 14.2, above, when TCG-KC 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, (collectively, "UNE-P"), the Loop NRC for 2-Wire Analog UNE-P new (ACT Type "N") and move (ACT Type "T") orders is \$0.00, effective August 1, 2002. This rate will remain in effect until the earlier of: 1) the date such rate is replaced by order of the Missouri Commission, or 2) the termination of this Agreement, whichever occurs first. SBC MISSOURI will not seek to initiate such a cost proceeding prior to October 13, 2003. However, should the Missouri Commission order new rates for the nonrecurring charges for the 2-Wire Analog Loop, 2-Wire Analog Switch Port, the Analog Loop to Switch Port Cross Connect, the COAC, and the Service Order Charge before October 13, 2003, the Parties agree to incorporate such rates into this Agreement.
- 14.3 For service to business customers, beginning March 6, 2003:
- 14.3.1 If the FCC or the Missouri Public Service Commission determines after this Agreement is executed by the Parties or has determined before this Agreement is executed by the Parties that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SBC MISSOURI may set the price of such network element(s) at a market level for the applicable areas. SBC MISSOURI will provide 60 days notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to TCG-KC that the FCC or the Missouri Public Service Commission has made such a determination. SBC MISSOURI will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to TCG-KC. Existing nonrecurring prices will apply to any

UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by SBC MISSOURI. A market price set by SBC MISSOURI pursuant to this paragraph will not be subject to review, approval or disapproval by the Missouri PSC.

- 14.3.2 If the FCC or a court modifies (after this Agreement is executed by the Parties) the TELRIC methodology applicable to unbundled network elements, SBC MISSOURI and TCG-KC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Missouri Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Agreement, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices in Appendix Pricing UNE – Schedule of Prices were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in Appendix Pricing UNE -- Schedule of Prices will apply.
- 14.3.3 In those SBC MISSOURI central offices where there are four (4) or more TCG-KC's collocated for which SBC MISSOURI has provided UNEs, SBC MISSOURI may elect to not combine UNEs that are not already combined in that central office, *i.e.*, "new" combinations as defined in section 14.2. In that event, SBC MISSOURI will request that TCG-KC provide a one (1) year forecast of its expected demand for UNEs in that central office which TCG-KC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of TCG-KC's forecast, SBC MISSOURI will construct a secured frame room in the central office or, if space is not available, external cross connect cabinet until space becomes available in the central office at no additional cost to TCG-KC where TCG-KC may combine UNEs. If TCG-KC submits such a forecast, SBC MISSOURI will continue to combine UNEs until the secured frame room or external cross connect cabinet is made available to TCG-KC. However, if at any time after a secured frame room or external cross connect cabinet is made available, SBC MISSOURI is unable to meet TCG-KC's forecasted demand for UNEs to be combined through use of these arrangements due to a lack of capacity, SBC MISSOURI will resume combining UNEs for TCG-KC on new combination orders until capacity can be provided. If TCG-KC fails to submit such a forecast, SBC MISSOURI will no longer combine UNEs that are not already combined. TCG-KC can access the secured frame or the external cross-connect cabinet without having to collocate.

- 14.3.3.1 When a TCG-KC orders elements for combining at the secured frame or cabinet, SBC MISSOURI will cross-connect those elements to the frame or cabinet at no additional charge to the TCG-KC, beyond the recurring and non-recurring charges provided for the elements themselves under this agreement (e.g., for a loop and port combination, SBC MISSOURI will cross-connect the loop and the port to the secured frame or cabinet, and the TCG-KC will pay applicable recurring and non-recurring charges for the loop and the port, but there is no charge for use of the frame or cabinet and no charge for a cross connect from loop to frame/cabinet or from port to frame/cabinet). SBC MISSOURI may not collect a Central Office Access Charge when TCG-KC combines elements at the frame or cabinet under this section.
- 14.3.3.2 SBC MISSOURI and TCG-KC shall negotiate a mutually agreeable method of wiring for cross-connects at the secured frame or cabinet. During such period of negotiation or until a mutually agreeable method of wiring is established, the TCG-KC may obtain from SBC MISSOURI, the combining services for Network Elements at a non-recurring charge to be set by SBC MISSOURI at \$52.25. This charge shall apply in addition to any other applicable recurring and non-recurring charges.
- 14.3.3.3 A TCG-KC may order multiple elements on a single LSR for combining at the secured frame or external cabinet, in accordance with the terms and conditions for ordering and provisioning of UNEs as set out in Attachment 27, Ordering and Provisioning Unbundled Network Elements.
- 14.3.3.4 SBC MISSOURI will develop performance measures related to the timeliness and accuracy of its provisioning of elements for combining at the secured frame or external cabinet, during the six-month review process as set out in Attachment 17, Performance Remedy Plan. These measures will be incorporated into the liquidated damages and assessments provisions of Attachment 17.
- 14.3.4 SBC MISSOURI may not substitute the above described methods of combining UNEs for its own continued performance of such connections at cost based rates if the FCC or reviewing court has determined that the ILECs have an obligation to perform such connections.
- 14.4 For service to residential customers, beginning March 6, 2004:
- 14.4.1 If the FCC or the Commission determines that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SBC MISSOURI may set the price of such network element(s) at a market level for the applicable areas. SBC MISSOURI will provide 60 days notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to TCG-KC that the FCC or the Missouri Public Service Commission has made such a determination.

SBC MISSOURI will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to TCG-KC. Existing nonrecurring prices will apply to any UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by SBC MISSOURI. To the extent that the FCC or Commission determination eliminates the obligation to supply an element at TELRIC rates as part of a platform of unbundled network elements, *i.e.*, a combination of elements sufficient to permit a TCG-KC to deliver end-to-end service to an end user customer without using TCG-KC equipment or facilities (other than operator services and directory assistance service that the TCG-KC may supply via customized routing), then, in pricing the unbundled network element platform under this provision, SBC MISSOURI shall not increase the total price of the platform by more than twenty (20) percent each year.

- 14.4.2 If the FCC or a court modifies (after this Agreement is executed by the Parties) the TELRIC methodology applicable to unbundled network elements, SBC MISSOURI and TCG-KC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Missouri Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Agreement, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices in Appendix Pricing UNE – Schedule of Prices were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in Appendix Pricing UNE -- Schedule of Prices will apply.
- 14.5 To the extent the Commission by arbitration, authorizes new unbundled network elements, SBC MISSOURI will provide such elements, consistent with the terms of this Section, to TCG-KC. If the Commission-approved unbundled network element is operational, TCG-KC may obtain the unbundled network element through the Commission's 252(i) process or through the expedited special request procedure set out in section 2.22.11. If the Commission-approved unbundled network element is not operational at the time it is approved by the Commission in an arbitration, the availability date shall comply with the availability date established in the implementation schedule in effect under that interconnection agreement, and shall not be less than ten days. If the availability date in the interconnection agreement has passed the new unbundled network element is considered operational. If the FCC has authorized a new unbundled network element that the Commission has not previously ordered in an interconnection agreement, SBC MISSOURI will provide TCG-KC with a proposed statement of terms and conditions, including prices, for access to any new element within thirty days of TCG-KC's request after the FCC ruling authorizing

access to the new element. If SBC MISSOURI and TCG-KC have not agreed on terms and conditions of access to the new element within forty-five days thereafter, either party may take the matter to the Commission for dispute resolution. If the FCC ruling authorizing access to the new element prescribes a different procedure for establishing terms and conditions of access, that procedure will govern.

- 14.6 Dark fiber as a media for dedicated interoffice transport and for loop feeder in a digital loop carrier environment may be used in connection with residential services, but is more prevalently used in connection with business services. Thus, consistent with its obligations under this Agreement generally and Section 14 specifically, SBC MISSOURI will provide dark fiber as an unbundled network element subject to the two year provisions of Section 14.3 as opposed to the three year provisions of Section 14.4.

14.7 Enhanced Extended Loop (EEL)

Consistent with Sections 14.3.1, 14.3.2, 14.4.1, and 14.4.2 above:

- 14.7.1 SBC MISSOURI will combine unbundled loops with unbundled dedicated transport as described herein to provide enhanced extended loop at the recurring and nonrecurring charges applicable to each UNE requested above, with applicable recurring and nonrecurring charges for cross connects, the Central Office Access Charge where applicable and applicable Service Order Charge. SBC MISSOURI will cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between SBC MISSOURI central offices) for TCG-KC's provision of circuit switched or packet switched telephone exchange service to TCG-KC's own end user customers. SBC MISSOURI will also cross-connect unbundled 4-wire digital loops to unbundled DS1, or DS3 dedicated transport facilities for TCG-KC's provision of circuit switched telephone exchange service to TCG-KC's own end user customers.
- 14.7.2 The dedicated transport facility will extend from TCG-KC customer's SBC MISSOURI serving wire center to either TCG-KC's collocation cage in a different SBC MISSOURI central office (in which case, no dedicated transport entrance facility is necessary) or to TCG-KC's point of access through a dedicated transport entrance facility. TCG-KC's must order the dedicated transport facility, with any necessary multiplexing, from TCG-KC's collocation cage or TCG-KC's switch location to the wire center serving TCG-KC's end user customer. TCG-KC will order each loop as needed and provide SBC MISSOURI with the Channel Facility Assignment (CFA) to the dedicated transport. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, ordering and provisioning will be pursuant to the ordering and provisioning terms and conditions for UNEs as set out in Attachment 27 of this Agreement. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, maintenance will be pursuant to the maintenance terms and conditions for UNEs as set out in Attachment 27 of this

Agreement. SBC MISSOURI will implement electronic ordering of EELs as specified in Attachment 27, Section 5.11.

- 14.7.3 Alternatively, TCG-KC may cross-connect unbundled loops with the unbundled dedicated transport facilities in its physical collocation space utilizing its own equipment or through the secured frame room in the central office, or if space is not available, in an external cross-connect cabinet until space becomes available in the central office. The restrictions on loop and transport facility type, and on TCG-KC services to be provided over the extended loop, that are contained in Section 14.7.1 regarding SBC MISSOURI-combined EELs do not apply to the combinations assembled by TCG-KC's under this subsection 14.7.3. TCG-KC can access the secured frame or the external cross connect cabinet without having to collocate. If TCG-KC elects the secured frame or cabinet option, TCG-KC will provide a rolling 12 month forecast, updated every six (6) months, of its expected demand for unbundled loops to be connected with the unbundled dedicated transport facilities in each central office in which TCG-KC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of TCG-KC's forecast for a given central office, SBC MISSOURI will construct, at no additional cost to TCG-KC, a secured frame room in the central office, or, if space is not available, external cross connect cabinet until space becomes available in the central office, where TCG-KC may combine unbundled loops with the unbundled dedicated transport facilities. There will be no additional charge to the TCG-KC for SBC MISSOURI extending loop and transport elements to the secured frame or cabinet. If TCG-KC submits such a forecast, SBC MISSOURI will temporarily combine unbundled loops with the unbundled dedicated transport facilities until the secured frame room or external cross connect cabinet is made available to TCG-KC. When the secured frame room or external cross connect cabinet is made available, TCG-KC will, within ninety (90) days after providing a forecast for a particular central office or thirty (30) days after receiving appropriate terminal assignment information to place connections on the secured frame, whichever is later, replace the temporary connections made by SBC MISSOURI, effectively half-tapping the existing temporary connections so that the temporary connection can be removed without interrupting the end user's service. When notified by TCG-KC that its connections are complete within the period described above, SBC MISSOURI will remove its temporary connections. If TCG-KC fails to notify SBC MISSOURI that it has placed its connections on the secured frame during that period, SBC MISSOURI will charge TCG-KC the applicable special access recurring and nonrecurring rates, in lieu of the UNE rates. Such special access charges shall be retroactive to the date SBC MISSOURI began combining the UNEs for TCG-KC pursuant to this paragraph. If at any time after a secured frame room or external cross connect cabinet is made available, SBC MISSOURI is unable to meet TCG-KC's forecasted demand for use of these arrangements due to a lack of capacity, SBC MISSOURI will again temporarily combine unbundled loops with the unbundled dedicated transport facilities as an interim arrangement for TCG-KC until capacity can be provided. When capacity is made available, temporary connections performed by SBC MISSOURI will be removed as described above. If a TCG-KC is located at an external cross connect cabinet because SBC MISSOURI ran out of space in a central office, once there is additional space available in the central office, and a TCG-

KC requests to move to the secured frame room, there will be no charge to the TCG-KC for moving. Such move shall be coordinated to minimize service disruption to the customer.

If TCG-KC submits forecasts pursuant to this section, and fails to meet fifty percent (50%) of its submitted forecast for any central office for twelve consecutive months, TCG-KC will pay SBC MISSOURI the reasonable costs for those twelve months associated with the unused capacity of the secured frame for that office, *i.e.*, the capacity that would have been used if TCG-KC had achieved 50% of its forecast and which was not in fact used by other carriers.

SBC MISSOURI will not disclose the forecasts provided for in this section to any persons other than SBC MISSOURI employees responsible for provisioning extended loops under the secured frame and cabinet options. Any other disclosure, and any use by SBC MISSOURI of these forecasts for marketing or business strategic purposes, is prohibited.

14.7.3.1 SBC MISSOURI and TCG-KC's shall jointly establish, within 30 days from the approval of this Agreement, a detailed procedure for combining 4 wire digital loops (*e.g.*, DS1 loops) to dedicated transport facilities (*e.g.*, DS3 transport) where TCG-KC's are required to combine. In the event the parties are unable to reach agreement, the Commission shall establish the procedure within sixty days.

14.7.4 If TCG-KC orders a combination of unbundled loops and transport that meet the definition of enhanced extended link in this Agreement that are already connected at the time of the TCG-KC order (*e.g.*, the elements are in an existing equivalent configuration), SBC MISSOURI will supply that combination to TCG-KC as a "pre-existing combination," without separating and recombining the elements, pursuant to Section 14.3 and other applicable provisions of this Agreement. For preexisting combined UNEs, SBC MISSOURI will not apply a Central Office Access Charge but will apply the recurring and nonrecurring charges applicable to each UNE requested along with the appropriate Service Order Charge.

14.8 For purposes of this Section and, for the time period(s) specified in this Section, SBC MISSOURI agrees to waive the right to assert that it need not provide pursuant to the "necessary and impair" standards of Section 251(d)(2) of Title 47, United States Code, a network element now available under the terms of this Agreement and/or its rights with regard to the combination of any such network elements that are not already assembled. Except as provided in Section 14.5 above, TCG-KC agrees that the UNE provisions of this Agreement are non-severable and "legitimately related" for purposes of Section 252(i) of Title 47, United States Code. Accordingly, TCG-KC agrees to take the UNE provisions of this Agreement in their entirety, without change, alteration or modification, waiving its rights to "pick and choose" UNE provisions from other agreements under Section 252(i) of Title 47, United States Code. This mutual waiver of rights by the Parties will constitute additional consideration for the Agreement.

APPENDIX PRICING - UNE

1.0 Application of Prices

- 1.1 TCG-KC agrees to compensate SBC MISSOURI for unbundled Network elements at the rates contained in this Appendix and Exhibit 1. Unbundled Network Elements are available from SBC MISSOURI on a per unbundled Network Element basis or in combinations of elements at prices as contained in this Appendix.
- 1.2 Unless otherwise stated, SBC MISSOURI 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 SBC MISSOURI will charge TCG-KC 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 Special Request process described in Section 2.22 of Attachment 6 ("Special Request Elements"), TCG-KC may order, and SBC MISSOURI 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 SBC MISSOURI pursuant to this Attachment. This paragraph does not limit or expand the use of the Special Request Process.
- 1.5 This Section Intentionally Left Blank
- 1.5.1 Zone 1 includes Rate Group D as defined in SBC MISSOURI's Local Exchange Tariff.
Zone 2 includes Rate Group B as defined in SBC MISSOURI's Local Exchange Tariff.
Zone 3 includes Rate Group A as defined in SBC MISSOURI's Local Exchange Tariff.
Zone 4 includes Rate Group C as defined in SBC MISSOURI's Local Exchange Tariff.

2.0 Recurring Charges

- 2.1 Recurring 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. SBC MISSOURI is currently unable to measure busy/don't answer (by/da), but SBC MISSOURI intends to develop such capability. SBC MISSOURI will provide TCG-KC not less than 30 days notice when SBC MISSOURI 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, SBC MISSOURI 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, SBC MISSOURI 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 TCG-KC provides its own testing for unbundled Network Elements and its testing produces incorrect information which results in SBC MISSOURI dispatching a repair crew unnecessarily, then TCG-KC will pay SBC MISSOURI the cost of the unnecessary trip.

- 3.3 SBC MISSOURI offers the following order types. When TCG-KC issues service orders, TCG-KC will pay the applicable service order charges contained in Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element". In addition to the charges for the service order types listed below, TCG-KC will pay, where appropriate, a "Central Office Access Charge" contained in Appendix Pricing UNE - Schedule of Prices in accordance with Section 14.2 of Attachment 6: UNE.

3.3.1 The charges described in this paragraph are separate and distinct from the charges described immediately above. When an existing TCG-KC 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 charge of \$1.52 for each additional PIC charge will apply.

3.4 Service Orders

- 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.

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

- 4.1 If TCG-KC requests or approves a SBC MISSOURI technician to perform special installation, maintenance, or conversion services for Unbundled Network Elements excluding services which SBC MISSOURI is required to provide under Attachment 6, Attachment 8, or otherwise under this

Agreement, TCG-KC 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 TCG-KC determines that trouble has occurred in SBC MISSOURI's equipment and/or facilities, TCG-KC will issue a trouble report to SBC MISSOURI.
- 4.3 TCG-KC will pay Maintenance of Service charges for technicians' time reasonably required when TCG-KC reports a suspected failure of a network element and SBC MISSOURI dispatches personnel to the end user's premises or a SBC MISSOURI central office and trouble was not caused by SBC MISSOURI'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 TCG-KC will pay Maintenance of Service charges for technicians' time reasonably required when TCG-KC reports a suspected failure of a network element and SBC MISSOURI dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SBC MISSOURI or in detariffed CPE provided by SBC MISSOURI, unless covered under a separate maintenance agreement.
- 4.5 If TCG-KC issues a trouble report allowing SBC MISSOURI access to the end user's premises and SBC MISSOURI personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SBC MISSOURI personnel are allowed access to the premises, the NonProductive Dispatch charges will still apply.
- 4.6 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 SBC MISSOURI's normally scheduled work day. SBC MISSOURI'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 SBC MISSOURI's normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with SBC MISSOURI's normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SBC MISSOURI employee is necessary.
- 4.7 SBC MISSOURI will bill TCG-KC Time and Materials, NonProductive Dispatch and/or Maintenance of Service Charges only pursuant to TCG-KC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.

4.8 SBC MISSOURI will manage costs of Time and Materials, NonProductive Dispatch and Maintenance of Service Charges activities charged to TCG-KC in a manner that is consistent with SBC MISSOURI's internal management of those costs.

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 TCG-KC will pay ULS-O and SS7 signaling for a call originating from an TCG-KC ULS line or trunk port that terminates to a SBC MISSOURI end user service line, Resale service line, or any unbundled line or trunk port which is connected to the same end office switch.

5.2.1.2 TCG-KC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which TCG-KC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

5.2.1.3 SBC MISSOURI 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 TCG-KC ULS Port, TCG-KC will pay ULS-O and SS7 signaling charges. If the call routes over SBC MISSOURI's common network, TCG-KC will

pay charges for Common Transport as reflected in Appendix Pricing UNE - Schedule of Prices. TCG-KC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing UNE - Schedule of Prices.

5.2.2.1.1.1 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, SBC MISSOURI will not be required to record and will not bill actual tandem switching usage. Rather, TCG-KC 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.

5.2.2.1.1.2 When a call terminates to an TCG-KC ULS Port, TCG-KC will pay ULS-T charges.

5.2.2.1.2 Illustrative Call Flows

The following call flows provide examples of application of usage sensitive UNE charges and compensation as set out in Attachment 12: Compensation.

5.2.2.1.2.1 TCG-KC (UNE) Originating and SBC MISSOURI Terminating:

TCG-KC Pays:

ULS - O

Applicable Common Transport and Tandem Switching

SS7 Signaling

Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.2 SBC MISSOURI Originating and TCG-KC (UNE) Terminating

TCG-KC Pays:

ULS - T

SBC MISSOURI pays:

Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.3 TCG-KC (UNE) Originating and TCG-KC (UNE) Terminating

TCG-KC Pays:

ULS - O

Applicable Common Transport and Tandem Switching

SS7 Signaling

5.2.2.1.2.4 TCG-KC (UNE) Originating and TCG-KC (UNE) Terminating

TCG-KC Pays:

ULS - O

Applicable Common Transport and Tandem Switching

SS7 Signaling

ULS - T

5.2.2.1.2.5 TCG-KC (UNE) Originating and TCG-KC (UNE) Terminating

TCG-KC Pays:

ULS - T

5.2.2.1.2.6 TCG-KC (Resale services) Originating and TCG-KC (UNE) Terminating

TCG-KC Pays:

ULS – T

5.2.2.1.2.7 TCG-KC (UNE) Originating and TCG-KC (Resale services) Terminating

TCG-KC Pays:

ULS - O

Applicable Common Transport and Tandem Switching

SS7 Signaling

5.2.2.1.2.8 TCG-KC (UNE) Originating to TCG-KC (Facilities Based Network (FBN))
Terminating

TCG-KC Pays:

ULS - O

Applicable Common Transport and Tandem Switching

SS7 Signaling

5.2.2.1.2.9 TCG-KC (FBN) Originating to TCG-KC (UNE) Terminating

TCG-KC Pays:

ULS – T

5.2.2.2 IntraLATA and InterLATA Toll Calls [N]

5.2.2.2.1 General Principles

5.2.2.2.1.1 Until the implementation of intraLATA Dialing Parity, TCG-KC will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching charges for all intraLATA toll calls initiated by a TCG-KC ULS Port.

5.2.2.2.1.2 After the implementation of intraLATA Dialing Parity, intraLATA toll calls from TCG-KC 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.

5.2.2.2.1.2.1 TCG-KC may provide exchange access transport services to IXCs for intraLATA traffic originated by or terminating to TCG-KC local service customers, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls (post dialing parity) that are originated by local customers using SBC MISSOURI unbundled local switching, TCG-KC may offer to deliver the calls to the PIC at the SBC MISSOURI access tandem, with TCG-KC using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then TCG-KC will pay SBC MISSOURI ULS-O usage, signaling, common transport, and tandem switching for such calls. SBC MISSOURI will not bill any access charges to the PIC under this arrangement. TCG-KC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by TCG-KC local customers using SBC MISSOURI unbundled local switching.

5.2.2.2.1.2.2 If the PIC elects to use transport and tandem switching provided by SBC MISSOURI to deliver interLATA toll calls or intraLATA toll calls (post dialing parity) that are originated by TCG-KC local customers using SBC MISSOURI unbundled local switching, then TCG-KC will pay SBC MISSOURI ULS-O usage and signaling only in connection with such calls. SBC MISSOURI will not bill the PIC

any originating switching access charges in connection with such calls.

- 5.2.2.2.1.3 When an IntraLATA or InterLATA toll call terminates to an TCG-KC ULS Port, TCG-KC will pay ULS-T charges and SBC MISSOURI will not charge terminating access to TCG-KC or the IXC except that SBC MISSOURI may bill the IXC for terminating transport in cases where the IXC has chosen SBC MISSOURI as its transport provider.

5.2.2.3 Toll Free Calls

When TCG-KC uses ULS Ports to initiate an 800-type call, SBC MISSOURI will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply. This will be subject to SBC MISSOURI's ability to provide access recording data to TCG-KC as referenced in Attachment 6, Section 5.1.1 and Attachment 10, Section 4.4. Thereafter, when SBC MISSOURI is able to measure originating 800 traffic, and when TCG-KC uses ULS Ports to initiate an 800-type call, TCG-KC will pay the 800 database query charge and ULS-O charge. TCG-KC will be responsible for any billing to the IXC for such calls.

EXHIBIT 1

When TCG-KC 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. SBC MISSOURI 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 TCG-KC.