

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

7.2.3.2.3 In all cases when SWBT receives a rate request from an IP Communications Corporation end user, SWBT will quote the Operator Services rates provided by IP Communications Corporation.

7.2.4 **Other Operator Assistance Services**

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

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

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

7.2.4.4 **Calling Card** - Calls billed to an IP Communications Corporation proprietary calling card (0+ or 0- access) will be routed via transfer to the IP Communications Corporation operator.

7.2.5 **Responsibilities of SWBT**

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

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

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

7.2.5.4 SWBT will accumulate and provide IP Communications Corporation such data as necessary for IP Communications Corporation to verify traffic volumes and bill its customers.

7.2.6 **Responsibilities of Both Parties**

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

7.2.6.2 SWBT will brand Directory Assistance and Operator Services in the name of IP Communications Corporation starting March 1, 1997 and will complete implementation of this process in all SWBT Operator and Directory Assistance platforms by June 30, 1997. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services and directory assistance calls that are branded by live operators. IP Communications Corporation will not request interim unbranding of Directory Assistance and Operator Services for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.

7.2.7 **Responsibilities of IP Communications Corporation**

7.2.7.1 Except where provided through SWBT unbundled Network Elements purchased by IP Communications Corporation, IP Communications Corporation will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the IP Communications Corporation serving office, in a mutually agreed upon format and media.

7.2.7.2 IP Communications Corporation will furnish in writing to SWBT, thirty (30) days in advance of the date when OS is to be undertaken, all end user records and information required by SWBT to provide OS.

7.2.7.3 IP Communications Corporation will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include IP

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Communications Corporation's rate quotation tables. IP Communications Corporation will provide the initial data by a date mutually agreed to between IP Communications Corporation and SWBT. IP Communications Corporation will keep this data current using procedures mutually agreed to by IP Communications Corporation and SWBT. IP Communications Corporation will provide all data and changes to SWBT in the mutually agreed to format(s).

- 7.2.7.4 When IP Communications Corporation desires to customize route Operator Services and such routing capability is not currently technically available, IP Communications Corporation agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and IP Communications Corporation chooses not to customize route the OS calls, IP Communications Corporation agrees that SWBT will be the sole provider of OS for one year from the date IP Communications Corporation designates SWBT as IP Communications Corporation's provider of OS. IP Communications Corporation may choose a longer term up to the end of the term of the Interconnection Agreement.

7.2.8 **Limitation Of Liability And Indemnification**

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.

7.3 **Directory Service**

This section sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance Services (DA Services) for IP Communications Corporation. When IP Communications Corporation uses Directory Assistance, IP Communications Corporation will pay the lowest existing intercompany compensation rate.

7.3.1 **Services**

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

- 7.3.1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of IP Communications Corporation's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call.
- 7.3.1.3 SWBT agrees to provide DACC only in areas where IP Communications Corporation can furnish Automatic Number Identification (ANI) from IP Communications Corporation's customers to SWBT's switch and where IP Communications Corporation obtains DA service from SWBT.
- 7.3.1.4 IP Communications Corporation commits that SWBT's provision of DACC does not interfere with any contractual arrangement that IP Communications Corporation has with another operator services provider. IP Communications Corporation agrees to indemnify SWBT from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SWBT has interfered with any such contractual arrangement solely by virtue of SWBT's provision of DACC to IP Communications Corporation under this Attachment.
- 7.3.2 **Definitions** - The following terms are defined as set forth below:
- 7.3.2.1 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA Operator.
- 7.3.2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA Operator.
- 7.3.2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA Operator.
- 7.3.2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 7.3.2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.
- 7.3.3 **Call Branding/Rate Reference**
- 7.3.3.1 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being IP Communications Corporation.

SWBT will offer Call Branding of Operator Services in the name of IP Communications Corporation. In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change. IP Communications Corporation will pay the charge as reflected in Appendix Pricing UNE--Schedule of Prices labeled Rate Per Initial Load or Rate Per Subsequent Changes to Brand and/or rate per call subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 (or a decision rendered the Missouri Commission by December 31, 1998 in a separate proceeding initiated by IP Communications Corporation). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.

- 7.3.3.1.1 Rate reference is the process by which an operator, either live or recorded, will quote IP Communications Corporation's rates. When an IP Communications Corporation caller requests a quotation of rates, IP Communications Corporation will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. IP Communications Corporation will pay the charge as reflected in Appendix Pricing UNE - Schedule of Prices labeled Rate Per Initial Load or Rate Per Subsequent Rate change and/or Subsequent reference change subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket Number TO-97-40 or TO-98-115 (or a decision rendered the Missouri Commission by December 31, 1998 in a separate proceeding initiated by AT&T). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.
- 7.3.3.2 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to IP Communications Corporation's end users. Rate information will be provided under the following terms and conditions:
- 7.3.3.2.1 IP Communications Corporation will furnish the initial Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when they are to be provided by SWBT.
- 7.3.3.2.2 IP Communications Corporation will inform SWBT, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. IP Communications Corporation acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.

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- 7.3.3.2.3 In all cases when SWBT receives a rate request from an IP Communications Corporation end user, SWBT will quote the Directory Assistance rates provided by IP Communications Corporation.

7.3.4 **Responsibilities of SWBT**

- 7.3.4.1 SWBT will perform DA Service for IP Communications Corporation in those exchanges where IP Communications Corporation elects to purchase such services from SWBT.
- 7.3.4.2 SWBT will provide and maintain its own equipment to furnish DA Services.
- 7.3.4.3 SWBT will provide DA Service to IP Communications Corporation customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.
- 7.3.4.4 SWBT will include current IP Communications Corporation customer listing information in SWBT's DA database.

7.3.5 **Responsibilities of Both Parties**

- 7.3.5.1 The Party(ies) that provide the circuits between IP Communications Corporation and SWBT offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.
- 7.3.5.2 SWBT will brand Directory Assistance and Operator Services in the name of IP Communications Corporation starting March 1, 1997 and will complete implementation of this process in all SWBT Operator and Directory Assistance platforms by June 30, 1997. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services and directory assistance calls that are branded by live operators. IP Communications Corporation will not request interim unbranding of Directory Assistance and Operator Services for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.

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7.3.6 Responsibilities of IP Communications Corporation

7.3.6.1 Except where provided through SWBT unbundled Network Elements purchased by IP Communications Corporation, IP Communications Corporation will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the IP Communications Corporation serving office, in a mutually agreed upon format and media.

7.3.6.2 IP Communications Corporation will furnish to SWBT, thirty (30) days in advance of the date when DA is to be undertaken, all end user records and information required by SWBT to provide to DA .

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

7.3.6.4 When IP Communications Corporation desires to customize route Directory Assistance and such routing capability is not currently technically available, IP Communications Corporation agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and IP Communications Corporation chooses not to customize route the DA calls, IP Communications Corporation agrees that SWBT will be the sole provider of DA for one year from the effective date IP Communications Corporation designates SWBT as IP Communications Corporation's provider of DA. IP Communications Corporation may choose a longer term up to the end of the term of the Interconnection Agreement.

7.3.7 Limitation Of Liability And Indemnification

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.

8.0 Interoffice Transport

The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by

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more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or IP Communications Corporation or third parties acting on behalf of IP Communications Corporation, or between switches owned by SWBT or IP Communications Corporation or third parties acting on behalf of IP Communications Corporation. Interoffice Transport includes Common Transport and Dedicated Transport.

8.1 **Common Transport**

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

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

8.1.3 When IP Communications Corporation purchases unbundled Local Switching SWBT will charge the price shown on Appendix Pricing UNE - Schedule of Prices labeled "Common Transport" when such facilities are used on an interoffice call subject to 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 SWBT or IP Communications Corporation or third parties acting on behalf of IP Communications Corporation, or between switches owned by SWBT or IP Communications Corporation or third parties acting on behalf of IP Communications Corporation. Dedicated Transport includes Multiplexing and Digital cross-connect system (DCS) functionality as specified below.

8.2.1.1 When IP Communications Corporation orders unbundled dedicated transport between SWBT wire centers, it will pay the rates and charges contained in Appendix Pricing - UNE Schedule of Prices labeled Dedicated Transport, Interoffice Transport.

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- 8.2.1.1.1 When IP Communications Corporation orders unbundled dedicated transport between an IP Communications Corporation office and a SWBT office, and actually utilizes a dedicated transport entrance facility, it will pay the rates and charges contained in Appendix Pricing - UNE Schedule of Prices labeled Dedicated Transport, Entrance Facility. When IP Communications Corporation does not actually utilize a dedicated transport entrance facility in connection with an order for unbundled dedicated transport between an IP Communications Corporation office and a SWBT office, IP Communications Corporation will pay only the Interoffice Transport rates and charges and not the entrance facility charge. These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.
- 8.2.1.2 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to IP Communications Corporation.
- 8.2.1.3 SWBT will offer Dedicated Transport using then-existing infrastructure facilities and equipment. To the extent facilities and equipment are not presently available, IP Communications Corporation may request them pursuant to the Special Request process.
- 8.2.1.4 SWBT will provide Dedicated Transport at the following speeds: DS1(1.544 Mbps), DS3(45 Mbps), OC3(155.520 Mbps) and OC12(622.080 Mbps). In addition, SWBT offers OC48(2488.320 Mbps) bandwidth as an option for interoffice capacity. IP Communications Corporation may request other interface options pursuant to the Special Request process.
- 8.2.1.5 Dedicated Transport elements are provided over such routes as SWBT may elect in its own discretion. If IP Communications Corporation requests special routing of Dedicated Transport, SWBT will respond to such requests under the Special Request process.
- 8.2.1.6 Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa. Multiplexing/demultiplexing includes Voice Grade to DS1 and DS1 to DS3 conversions.

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8.2.1.6.1 In the provision of dedicated transport, SWBT may elect to use multiplexing, at no additional charge to provide the transport, but shall deliver the transported traffic to IP Communications Corporation at the same bandwidth as received from IP Communications Corporation. If IP Communications Corporation requests the traffic be delivered at a different bandwidth than what was originally handed off, SWBT will provide that for an additional charge as reflected in Appendix Pricing UNE - Schedule of Prices labeled "Multiplexing". These rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

8.2.1.6.2 IP Communications Corporation will use multiplexing/demultiplexing when connecting a DS1 or greater bandwidth Dedicated Transport element to SWBT analog end office switch.

8.2.2 **Technical Requirements For All Dedicated Transport**

This Section sets forth technical requirements for all Dedicated Transport.

8.2.2.1 When provided by SWBT to itself or when requested by IP Communications Corporation 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.

8.2.3 **Digital Cross-Connect System (DCS)**

8.2.3.1 SWBT will offer Digital Cross-Connect System (DCS) with the same functionality that is offered to interexchange carriers, or additional functionality as the Parties may agree.

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

8.2.3.3 There is no additional charge for DCS functionality to the extent SWBT elects to use DCS (under SWBT's control) in the provision of dedicated transport. To the

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extent SWBT provides DCS functionality to IP Communications Corporation, under IP Communications Corporation's control, the charges contained in Appendix Pricing UNE labeled "Digital Cross Connect Systems" will apply. These rates are applicable for the rate elements listed below until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

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

DCS Establishment Charge - This charge applies for the initial setup of the IP Communications Corporation database. The database setup is a grid, built by SWBT, that contains all of the unbundled dedicated transport circuits that IP Communications Corporation will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting IP Communications Corporation to control its own circuits. Also included is initial training on the system.

Database Modification Charge - This charge applies each time IP Communications Corporation 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.

Reconfiguration Charge - This charge applies per termination point per DCS each time the routing of an IP Communications Corporation circuit is changed. As an example, if IP Communications Corporation has a circuit routing from their premise "A" through two DCS offices to their premise "B" and want to reconfigure this circuit so that it is routed from "A" through two different DCS offices to premise "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.

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- 8.2.3.3.1 IP Communications Corporation may utilize the DCS Dedicated Transport element through the use of a terminal on IP Communications Corporation premises to access a database maintained by SWBT to reconfigure IP Communications Corporation's Dedicated Transport facilities.
- 8.2.3.4 IP Communications Corporation may use the DCS to directly access and control IP Communications Corporation'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. Where DCS devices are SONET capable and will terminate SONET signals, SWBT will make such SONET capabilities available to IP Communications Corporation to the extent technically feasible and to the extent such capability is available to SWBT for its use in providing telecommunications service.
- 8.2.3.5 IP Communications Corporation will remotely access the DCS by using a terminal on IP Communications Corporation's premises in conjunction with IP Communications Corporation's facilities or SWBT Dedicated Transport elements (Entrance Facility and/or I/O Transport), or in conjunction with a local telephone line with a seven digit telephone number.
- 8.2.3.6 SWBT will make DCS available at those hubs where SWBT cross-connect systems are located. SWBT will provide a list of those hubs to IP Communications Corporation.
- 8.2.3.7 SWBT will make two DCS options available to IP Communications Corporation: On-demand; and Reservation. The on-demand option allows IP Communications Corporation to make immediate changes to the network, while the reservation option allows IP Communications Corporation to execute a change at a specified time designated by IP Communications Corporation.
- 8.2.3.8 IP Communications Corporation may use DCS to perform the following functions:
 - 8.2.3.8.1 Routing/Rerouting - The routing feature allows IP Communications Corporation to select the routes that will be used to connect circuits between DCSs. IP Communications Corporation may control the route selection process by various parameters according to IP Communications Corporation's needs. IP Communications Corporation may also reroute circuits from a failed internodal facility to a working one.
 - 8.2.3.8.2 Renaming-IP Communications Corporation may rename its network locations, circuits, and facilities.

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- 8.2.3.8.3 Special Day Definition - IP Communications Corporation may specify circuit reconfiguration on special days, e.g., payday, holidays.
- 8.2.3.8.4 Resource Verification - IP Communications Corporation may verify the resource availability for the reservation period in its reconfiguration request prior to the system's confirmation or denial of the request.
- 8.2.3.8.5 Transaction Log - IP Communications Corporation is provided database log that contains every transaction involving reconfigurations.
- 8.2.3.8.6 Compatibility Table - IP Communications Corporation may view the allowable access line combinations that can be used with the DCS.
- 8.2.3.8.7 Path Priority - IP Communications Corporation may arrange its circuit paths in order of priority when multiple routes exist.
- 8.2.3.8.8 Reservation Summary Screen - IP Communications Corporation may view the status of its reconfiguration reservations.
- 8.2.3.8.9 MACRO Command/Network Modeling - IP Communications Corporation may initiate with one command, multiple two-point cross-connections. IP Communications Corporation 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.
- 8.2.3.8.10 Variable Bandwidth - On Internodal Facilities, IP Communications Corporation 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.
- 8.2.3.9 Technical Specifications
 - 8.2.3.9.1 IP Communications Corporation will only cross-connect with DCS that have identical technical characteristics for compatibility and proper operations, e.g., Data to Data, Voice to Voice.
 - 8.2.3.9.2 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. This section also describes access to SWBT's Directory Assistance Database.

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 IP Communications Corporation STPs or switches and the SWBT STP pair that provides appropriate physical diversity when available. Generally the IP Communications Corporation designated Signaling Points of Interconnection (SPOI) are at SWBT's STP or serving wire center.

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

9.1.1.2 When IP Communications Corporation establishes new links, where IP Communications Corporation will use existing transport to an existing SPOI, but will order a new cross-connect and port at SWBT's STP, IP Communications Corporation will pay applicable rates labeled "SS7 Links Cross Connect" and "STP Port Rate" in Appendix Pricing - UNE - Schedule of Prices. The "SS7 Links Cross Connect" rates (but not the "STP Port Rate") are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties. If either Party believes new links as described in this paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new cross-connect and port is needed, SWBT will charge IP Communications Corporation the applicable rates and charges established herein and IP Communications Corporation will charge SWBT the lesser of IP Communications Corporation's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new

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link as described in this paragraph is mutually beneficial, then SWBT will not use the new link and SWBT acknowledges that IP Communications Corporation may block SWBT's usage of the new link.

- 9.1.1.3 If new links are established and IP Communications Corporation elects to purchase unbundled SWBT transport between an IP Communications Corporation STP or an IP Communications Corporation local switch and a SWBT STP or SPOI, using interfaces at the DS1 level, SWBT will provide a DS1 transport facility. IP Communications Corporation 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 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 DS1 transport facility is needed, SWBT will charge IP Communications Corporation the applicable charges established herein and IP Communications Corporation will charge SWBT the lesser of IP Communications Corporation's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new facility as described in this paragraph is mutually beneficial, then SWBT will not use the new facility's links and SWBT acknowledges that IP Communications Corporation may block SWBT's usage of the new facility's links.
- 9.1.1.4 If new links are established and the SPOI is located in a different end office than the STP, IP Communications Corporation 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, IP Communications Corporation will order STP Access Link - 56 Kbps using the Special Request Process.
- 9.1.1.4.1 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 56Kbps transport facility is needed, SWBT will charge IP Communications Corporation the applicable charges established herein, and IP Communications Corporation will charge SWBT the lesser of IP Communications Corporation's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new link as described in this paragraph is mutually beneficial, then SWBT will not use the new link and SWBT acknowledges that IP Communications Corporation may block SWBT's usage of the new link.

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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 Switch (STPS) 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 IP Communications Corporation provides its own switch or STPS, IP Communications Corporation will provide DS1 (1.544 Mbps) interfaces at the IP Communications Corporation-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

9.1.4 IP Communications Corporation will identify to SWBT the Signaling Point Codes (SPCs) associated with the IP Communications Corporation set of links. As noted in Appendix Pricing UNE-Schedule of Prices, charges for signaling point code are contained in the NRC for the STP port termination.

9.1.5 When IP Communications Corporation provides its own switching, and purchases signaling link transport, IP Communications Corporation will furnish to SWBT, at the time such transport is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast will include total annual volume and busy hour month volume. SWBT will utilize the forecast in its own efforts to project further facility requirements. IP Communications Corporation 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 IP Communications Corporation will inform SWBT in writing thirty (30) days in advance of any material expected change in IP Communications Corporation's use of such SS7 Signaling Network. IP Communications Corporation will provide an explanation of the reasons for the expected change.

Any network management controls found necessary to protect SWBT's SS7 network from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.2 **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

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(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 IP Communications Corporation may use the STP under three options, as follows:

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

9.2.1.1.1.1 SS7 Transport will apply to SS7 messages transported on behalf of IP Communications Corporation from a SWBT STP pair to a SWBT STP pair located in a different LATA. The message would be routed in the same manner as SWBT routes SS7 messages for itself (e.g., local STP to regional STP to regional STP to local STP). The rate (per octet) will apply to octets comprising ISUP and TCAP messages. When IP Communications Corporation uses SS7 Transport between one or more SWBT STP pairs for each segment transport (i.e., from an SWBT STP pair to an adjacent SWBT pair), IP Communications Corporation will pay the charges labeled "SS7 Transport" on Appendix Pricing UNE - Schedule of Prices at a rate equal to one times the octet rate for each octet transported.

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

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

9.2.1.1.3 Signaling for IP Communications Corporation utilizing SWBT's Local Switching Unbundled Network Element (UNE): Use of SWBT's SS7 signaling network will

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be provided as set forth in an order for the Local Switching unbundled network element. IP Communications Corporation does not separately order SS7 signaling under this method. IP Communications Corporation will be charged for the use of the SWBT SS7 signaling on a per call basis at an interim rate of 170 times the octet rate contained on Appendix Pricing UNE - Schedule of Prices. This per call rate is also shown as SS7 Signaling in the Appendix Pricing UNE - Schedule of Prices.

9.2.2 Technical Requirements

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

9.2.2.1.1 SWBT Local Switching or Tandem Switching;

9.2.2.1.2 SWBT Service Control Points/Call Related Databases;

9.2.2.1.3 Third-party local or tandem switching systems; and

9.2.2.1.4 Third-party-provided STPs.

9.2.2.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by IP Communications Corporation at the SWBT STPs, and each Party will provision in accordance with these parameters where technically feasible. IP Communications Corporation may specify screening parameters so as to allow transient messages to cross the SWBT SS7 Network. The Parties will identify to each other the Global Title and Translation Type information for message routing.

9.2.2.2.1 The cost for adding Global title translations is included in the STP port non recurring charge.

9.2.2.3 The connectivity provided by STPs will fully support the functions of all other Network Elements connected to the SWBT SS7 network. This explicitly includes the use of the SWBT SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the SWBT SS7 network. When the SWBT SS7 network is used to convey such messages, there will be no intentional alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. In its capacity as an LSP, IP

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Communications Corporation will transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.

- 9.2.2.4 If the SWBT STP does not have a route to the desired Signaling Point Code, IP Communications Corporation will submit a request indicating the proposed route. If the proposed route uses a set of links not associated with IP Communications Corporation, IP Communications Corporation will include a letter of agency that indicates the third party is willing to receive the messages and pay any applicable charges. Use of the STP provides a signaling route for messages only to signaling points to which SWBT has a route. SWBT will add the SPC to the STP translations if technically feasible.
- 9.2.2.5 In cases where the destination signaling point is a SWBT local or tandem switching system or DB, or is an IP Communications Corporation or third party local or tandem switching system directly connected to the SWBT SS7 network, STPs will perform MRVT and SRVT to the destination signaling point, if and to the extent these capabilities exist on the particular SWBT STPs. In all other cases, STPs will perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the SWBT SS7 network, if and to the extent these capabilities exist on the particular SWBT STPs. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and if and to the extent these capabilities exist on the particular SWBT STPs.

9.2.3 Interface Requirements

- 9.2.3.1 SWBT will provide STP interfaces to terminate A-links, B-links, and D-links.
- 9.2.3.2 IP Communications Corporation will designate the Signaling Point of Interconnection (SPOI) for each link. IP Communications Corporation will provide a DS1 or higher rate transport interface at each SPOI.
- 9.2.3.3 SWBT will provide intraoffice diversity to the same extent as it provides itself between the SPOIs and the SWBT STPs. IP Communications Corporation may request and SWBT 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.

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- 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 IP Communications Corporation in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Sections 9.4 through 9.8.
- 9.3.2.2 SWBT will provide connectivity to SCPs through the SS7 network and protocols, as specified in Section 9.2 of this Attachment, with TCAP as the application layer protocol.
- 9.3.2.3 SWBT will make its database functionality available to IP Communications Corporation using the same performance criteria as is applied to SWBT's use. To the extent those performance criteria exist in written form, they will be shared with IP Communications Corporation and SWBT will provide IP Communications Corporation 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

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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 SWBT's regional STP. LIDB also interfaces with a service management system as defined below.

- 9.4.1.0.1 Queries for LIDB based services will be priced as shown on Appendix Pricing UNE – Schedule of Prices labeled “Validation Query” and “Query Transport.” 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.” 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.
- 9.4.1.0.2 IP Communications Corporation also will pay the non-recurring LIDB charge shown on the Appendix Pricing UNE – Schedule of Prices, on a per-IP Communications Corporation switch basis, to establish LIDB and CNAM query capability from an IP Communications Corporation switch. There shall be no additional rate for Service Order Charge or for use of LVAS until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that such a rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.
- 9.4.1.1 SWBT will provide IP Communications Corporation with interfaces that allow IP Communications Corporation to access SWBT's LIDB service management system (SMS). These interfaces will allow IP Communications Corporation to create, modify, and delete IP Communications Corporation line records for ported numbers. SWBT will provide interfaces to the LIDB SMS to accomplish this function as set forth in 9.4.4.3. If there is no change to the customer's existing LIDB functionality (e.g., collect/third-party call blocking) SWBT should not remove the existing customer data in LIDB. If IP Communications Corporation selects a non-SWBT LIDB or LIDB-like database, IP Communications Corporation will promptly delete records from SWBT's LIDB that are migrated to the new LIDB or LIDB-like database.

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- 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 a node on the CCS/SS7 network.
- 9.4.1.9 Special Billing Number means line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO 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.

9.4.2 **LIDB Validation**

- 9.4.2.1 SWBT will provide IP Communications Corporation access to Validation information whenever IP Communications Corporation initiates a query from an SSP for Validation information available in SWBT's LIDB.

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- 9.4.2.2 All IP Communications Corporation validation queries to SWBT's LIDB will use a translation type (TT) of 253 and a subsystem number in the calling party address field that is mutually agreed upon. IP Communications Corporation acknowledges that such subsystem number and translation type values are currently necessary for SWBT to properly process Validation queries to its LIDB.
- 9.4.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to IP Communications Corporation any instances where overload controls are invoked due to IP Communications Corporation's CCS/SS7 network and IP Communications Corporation agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect LIDB 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 SWBT's LIDB will contain a record for every SWBT working line number and Special Billing Number served by SWBT. Other telecommunications companies, including IP Communications Corporation, may also store their data in SWBT's LIDB. SWBT will request such telecommunications companies to also provide a record for every working line number and Special Billing Number served by those companies.
- 9.4.2.5 SWBT's LIDB 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 SWBT provides LIDB Validation Service as set forth in this Attachment only as such service is used for IP Communications Corporation's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. IP Communications Corporation agrees that any other use of SWBT's LIDB for the provision of LIDB Validation Service by IP Communications Corporation will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.
- 9.4.2.6.1 In the event that IP Communications Corporation is using its own OS platform, IP Communications Corporation will be charged for validation queries to SWBT's LIDB, at the LIDB rates found in Appendix Pricing UNE – Schedule of Prices labeled "Validation Query and Query Transport".

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- 9.4.2.6.2 In the event that IP Communications Corporation is using SWBT's OS platform, until otherwise agreed, no charge is made for Validation queries, in addition to applicable OS charges under Appendix Pricing UNE - Schedule of Prices labeled Operator Services Call Completion Services.
- 9.4.2.6.3 SWBT cannot distinguish between queries from IP Communications Corporation's Operator Services Position System (OSPS) as an LSP within the SWBT traditional five state serving area and queries from IP Communications Corporation'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, IP Communications Corporation will develop an allocation factor to distinguish the proportion of queries attributed to IP Communications Corporation as an IXC and those attributed to IP Communications Corporation as an LSP within the SWBT serving area. Should IP Communications Corporation opt to treat all queries at the higher rate, IP Communications Corporation will not be required to develop an allocation factor.
- 9.4.2.6.4 SWBT will notify IP Communications Corporation of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice IP Communications Corporation will advise SWBT whether IP Communications Corporation 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. IP Communications Corporation will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after IP Communications Corporation notifies SWBT of its intent to develop a factor. Until IP Communications Corporation develops and provides its factor, SWBT 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 IP Communications Corporation on a quarterly basis and subject to audit by SWBT on a yearly basis.
- 9.4.2.7 LIDB Validation provided by SWBT to IP Communications Corporation will meet applicable regulatory performance standards and requirements and be at least equal in quality and performance as that which SWBT provides to itself. LIDB Validation will be provided in accordance with SWBT Technical Publications or other like SWBT documents, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act. Such publications and documents will be shared with IP Communications Corporation and SWBT will provide IP Communications Corporation with the opportunity to comment. IP Communications Corporation may request and SWBT will provide, to the extent technically feasible, LIDB Validation that is superior or lesser in quality than

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

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

9.4.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and IP Communications Corporation 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 IP Communications Corporation agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.

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

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

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9.4.3.7 Nothing in Sections 9.4.3.1 through 9.4.3.7 is intended to restrict IP Communications Corporation's use or storage of IP Communications Corporation data created or acquired independently of SWBT'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 SWBT location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

9.4.4.1.2 Group - For the purpose of this Attachment, a specific NPA-NXX and/or NPA-RAO 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-RAO.

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

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

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

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

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

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

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- 9.4.4.1.10 Special Billing Number (SBN) Account Groups - Line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1).
- 9.4.4.1.11 Tape Load Facility - A separate data entry point at the SCP where LIDB resides. The tape load facility provides direct access to LIDB for data administration and bypasses the service management system of SWBT's LIDB.
- 9.4.4.1.12 Translation Type - A code in the Signaling Connection Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. Currently, all LIDB queries against the same exchange and Translation Type are routed to the same LIDB.

9.4.4.2 General Description and Terms

- 9.4.4.2.1 SWBT's LIDB is connected directly to a service management system (i.e., LVAS), a database editor (i.e., LIDB Editor), and a tape load facility. Each of these facilities, processes, or systems, provide SWBT with the capability of creating, modifying, changing, or deleting, line/billing records in LIDB. SWBT's LIDB is also connected directly to an adjunct fraud monitoring system (i.e., Sleuth).
- 9.4.4.2.2 From time-to-time, SWBT enhances its LIDB to create new services and/or LIDB functionalities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. SWBT will coordinate with LSP to provide LSP with the opportunity to update its data concurrent with SWBT's updates of SWBT's own data. Both parties understand and agree that some LIDB enhancements will require LSP to update its line/billing records with new or different information.
- 9.4.4.2.3 Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on SWBT's LIDB is, and remains, the responsibility of SWBT. IP Communications Corporation understands and agrees that SWBT, in its role as system administrator, may need to access any record in LIDB, including any such records of IP Communications Corporation. SWBT will limit such access to those actions necessary to ensure the successful operation and administration of SWBT's SCP and LIDB.
- 9.4.4.2.4 SWBT does not presently have data screening capability in LIDB. Data Screening is the ability of a LIDB owner to deny complete or partial access to LIDB data or processes. At such time as SWBT has LIDB Data Screening

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capability for individual data owners, including itself, it will make that capability available to IP Communications Corporation.

- 9.4.4.2.5 On behalf of third parties who query LIDB for IP Communications Corporation data and receive a response verifying the end user's willingness to accept the charges for the underlying call, IP Communications Corporation 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/Billing information from IP Communications Corporation, SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to: (1) validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment; (2) determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number; and (3) determine whether the billed line is a public telephone number using the Class of Service Information in LIDB.
- 9.4.4.2.7 To the extent that IP Communications Corporation stores its own Validation information in a database other than SWBT's, such information will be made available to SWBT through an industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between SWBT and the database provider. SWBT agrees to negotiate in good faith to reach such an agreement. If SWBT is unable or chooses not to enter into an agreement with a database provider, IP Communications Corporation acknowledges that such IP Communications Corporation validation information will be unavailable to any customer including IP Communications Corporation served by SWBT OS platforms.
- 9.4.4.2.8 IP Communications Corporation understands and agrees that SWBT is the sole determinant and negotiating party for any access to SWBT's LIDB. IP Communications Corporation does not gain any ability, by virtue of this Attachment, to determine which telecommunications companies are allowed to access information in SWBT's LIDB. IP Communications Corporation understands and agrees that when SWBT allows a query originator to access SWBT data in SWBT's LIDB, such query originators will also have access to IP Communications Corporation's data that is also stored in SWBT's LIDB.

9.4.4.3 **Line Validation Administration System (LVAS)**

9.4.4.3.1 LVAS provides IP Communications Corporation 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.

9.4.4.4 **Service Order Entry Interface**

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

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

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

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

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

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

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

9.4.4.5.3 IP Communications Corporation will use hardware and software that is compatible with LVAS hardware and software.

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

9.4.4.6 **Tape Load Facility Interface**

9.4.4.6.1 Tape Load Facility Interface provides IP Communications Corporation with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this facility. Tape Load Facility Interface allows IP Communications Corporation 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. IP Communications Corporation may request the Tape Load Facility Interface only when its updates exceed 100,000 line/billing records over and above IP Communications Corporation's normal daily update processing.

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- 9.4.4.6.4 IP Communications Corporation 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 IP Communications Corporation's line/billing records.
- 9.4.4.6.5 IP Communications Corporation will deliver a separate set of tapes, each having identical information to each SCP node on which LIDB resides. SWBT will provide IP Communications Corporation with the name and address of the SWBT employee designated to receive the tapes at each location.
- 9.4.4.6.6 In addition to the tapes IP Communications Corporation will create and deliver to the SCP node locations, IP Communications Corporation will deliver an additional set of tapes to the LVAS System Administrator so that SWBT can load IP Communications Corporation's updates into LVAS. IP Communications Corporation understands that these additional tapes must contain information identical to the tapes delivered to the SCP nodes, but that the format will differ. SWBT will provide IP Communications Corporation SWBT-specific documentation for record formats of these additional tapes. SWBT will use these tapes to create IP Communications Corporation records in LVAS that correspond with the records being loaded into LIDB using the Tape Load Facility Interface. SWBT will provide IP Communications Corporation with the name and address of the SWBT System Administrator to whom the LVAS update tapes should be sent.
- 9.4.4.6.7 SWBT and IP Communications Corporation will coordinate to establish mutually agreed upon dates and times for tape loads of IP Communications Corporation data when such loads are the result of an IP Communications Corporation request.
- 9.4.4.6.8 LSP understands and agrees that its record access through the Tape Load Facility Interface is only for LSP's own line/billing records. IP Communications Corporation will not use the Tape Load Facility Interface to modify any group record. IP Communications Corporation will not use the Tape Load Facility Interface to modify any line/billing record not belonging to IP Communications Corporation.
- 9.4.4.7 **LIDB Editor Interface**
- 9.4.4.7.1 LIDB Editor Interface provides IP Communications Corporation with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides IP Communications Corporation with emergency access to LIDB only when LVAS is unable to access LIDB or is otherwise inoperable.
- 9.4.4.7.2 LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SWBT employees. IP Communications Corporation ,

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

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

9.4.5 **Audits**

SWBT will provide IP Communications Corporation with LIDB audit functionality as described immediately below.

9.4.5.1 **LIDB Audit**

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

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

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

- 9.4.5.1.4 IP Communications Corporation 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. IP Communications Corporation will correct all discrepancies using the LVAS interface(s) IP Communications Corporation has requested under this Attachment.

9.4.5.2 **Billing System Audit**

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

- 9.4.5.2.2 SWBT will provide IP Communications Corporation with access equivalent to SWBT's own access to the billing system audit functionality. SWBT will provide IP Communications Corporation with a file containing IP Communications Corporation's records in LIDB. IP Communications Corporation 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 IP Communications Corporation will audit its LIDB accounts against IP Communications Corporation's billing system and correct any discrepancies within

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reasonable time following the receipt of the audit file. IP Communications Corporation will correct all discrepancies using the LVAS interface(s) IP Communications Corporation has requested under this Attachment.

9.4.5.2.4 SWBT will provide IP Communications Corporation scheduled and nonscheduled billing system audits as set forth following.

9.4.5.2.4.1 Scheduled Audits:

SWBT will provide IP Communications Corporation with a billing system audit file twice per year. Such audit files will represent IP Communications Corporation'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:

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

9.4.6 Sleuth

9.4.6.1 Sleuth notification provides IP Communications Corporation with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation.

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

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

9.4.6.4 When a Sleuth investigator determines that an urgent, high, or medium priority alert is for an IP Communications Corporation account, the Sleuth investigator will print the alert from the queue and fax the alert to the IP Communications Corporation. Sleuth alerts only identify potential occurrences of fraud. SWBT will not perform its own investigation to determine whether a fraud situation actually exists for an IP Communications Corporation account. IP

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Communications Corporation will determine what, if any action it should take as a result of a Sleuth alert.

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

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

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

9.4.7 **Technical Requirements**

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

9.4.7.2 For 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 SWBT, and any SWBT agents who administer data in SWBT's LVAS, will not provide any access to or use of IP Communications Corporation line-record data in LVAS by any third party that is not authorized by IP Communications Corporation 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 premise between the first and second ring for display on compatible customer premise equipment (CPE). IP Communications Corporation will be charged for CNAM Service Queries in the event that IP Communications

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Corporation is operating its own switch. In the event that IP Communications Corporation is using SWBT's switch, no charge is made for any CNAM Service Query in addition to applicable unbundled Local Switching charges.

- 9.5.1.1.1 CNAM queries will be priced as shown on Appendix Pricing UNE - Schedule of Prices labeled "Calling Name Delivery Query".
- 9.5.1.1.1.1 CNAM Service Query will be priced as shown on Appendix Pricing - UNE - Schedule of Prices labeled "CNAM Service Query". There shall be no additional rate for CNAM Query Transport or CNAM Service Order Charge until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.
- 9.5.1.2 CNAM Service Query allows IP Communications Corporation to query SWBT's Calling Name database for Calling Name information in order to deliver that information to IP Communications Corporation'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 IP Communications Corporation validation queries to SWBT's LIDB will use a translation type (TT) of 005 and a subsystem number in the calling party address field that is mutually agreed upon.
- 9.5.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to IP Communications Corporation any instances where overload controls are invoked due to IP Communications Corporation's CCS/SS7 network and IP Communications Corporation agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect CNAM Service Query from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.5.2.4 SWBT provides CNAM Service Query as set forth in this Attachment only as such service is used for IP Communications Corporation's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. IP Communications Corporation agrees that any other use of SWBT's Calling Name database for the provision of CNAM Service Query by IP Communications Corporation will be pursuant to the terms, conditions, rates, and charges of a separate agreement between the Parties.
- 9.5.2.4.1 SWBT cannot distinguish between queries from IP Communications Corporation's switches as an LSP within the SWBT traditional five state serving area ("in-area") and queries from IP Communications Corporation's switches as an LSP outside the SWBT traditional five state serving area ("out-of-area"). If for any reason the rates for the LSP in-area query and/or query transport (if applicable) and the rates for the LSP out-of area query and/or query transport (if applicable) rate diverge prior to the development of any technically feasible method to distinguish in-area queries from out-of-area queries, IP Communications Corporation will develop an allocation factor to distinguish the proportion of in area queries and out-of-area queries. Should IP Communications Corporation opt to treat all queries at the higher rate, IP Communications Corporation will not be required to develop an allocation factor.
- 9.5.2.4.2 SWBT will notify IP Communications Corporation of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice IP Communications Corporation will advise SWBT whether IP Communications Corporation 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. IP Communications Corporation will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after IP Communications Corporation notifies SWBT of

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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 IP Communications Corporation's access to any CNAM Service Query information does not create any ownership interest that does not already exist. Telecommunications companies, including IP Communications Corporation, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

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

9.5.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and IP Communications Corporation 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 IP Communications Corporation agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.

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

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

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- 9.5.3.7 SWBT will furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database.
- 9.5.3.8 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable.
- 9.5.3.9 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. IP Communications Corporation 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 CNDIS subscriber. IP Communications Corporation agrees not to attempt to obtain the caller's name information by originating a query to SWBT's Calling Name database where the subscriber had attempted to block such information, nor will IP Communications Corporation 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)**
- 9.5.4.1 When available, Originating Line Number Screening will be provided to IP Communications Corporation at rates, terms, and conditions to be negotiated by the Parties.

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9.6 **Toll Free Number Database**

- 9.6.1 SWBT's 800 database receives updates processed from the national Service Management System (SMS). Customer records in the SMS are created or modified by entities known as Responsible Organizations (RespOrg) who obtain access to the SMS via the 800 Service Management System, Tariff F.C.C. No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established RespOrg. The services of a RespOrg includes creating and updating 800 records in the SMS to download in the 800 database(s). SWBT does not, either through a tariff or contract, provide RespOrg service.
- 9.6.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.
- 9.6.3 Access to the Toll Free Calling Database allows IP Communications Corporation to access SWBT's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800 and 888 [and 877, 866, 855, 844, 833, 822, when available]).
- 9.6.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA.
- 9.6.5 In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an IP Communications Corporation switch or from IP Communications Corporation's use of SWBT's Unbundled Local Switching (subject to Section 5.2.3 of Appendix Pricing - UNE) to the SWBT Toll Free Database, IP Communications Corporation will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the Call Handling and Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by IP Communications Corporation. These rates are

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reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database".

- 9.6.5.1 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, SWBT will deliver the designated 10-digit number.
- 9.6.5.2 The Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.
- 9.6.5.3 The Call Handling and Destination feature allows routing of 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI.
- 9.6.6 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling.
- 9.6.7 IP Communications Corporation will address its queries to SWBT's database to the alias point code of the STP pair identified by SWBT. IP Communications Corporation'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. IP Communications Corporation acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process queries to its 800 database.
- 9.6.8 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to IP Communications Corporation any instances where overload controls are invoked due to IP Communications Corporation's CCS/SS7 network and IP Communications Corporation agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect Toll Free Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

- 9.6.9 IP Communications Corporation will only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. IP Communications Corporation will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's Toll Free Calling Database. If IP Communications Corporation acts on behalf of other carriers to access SWBT's Toll Free Calling Database, IP Communications Corporation will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a query to SWBT's Toll Free Calling Database.
- 9.6.10 IP Communications Corporation will ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers and that the SSP Provider has transmitted the appropriate subsystem number and translation type.
- 9.6.11 SWBT provides access to the Toll Free Calling Database (TFCDB) as set forth in this Attachment only as such service is used for IP Communications Corporation's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. IP Communications Corporation agrees that any other use of SWBT's TFCDB for the provision of 800 database service by IP Communications Corporation will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for 800 database services.
- 9.7 **AIN Call Related Database**
- 9.7.1 Definition: The AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.
- 9.7.2 SWBT will provide IP Communications Corporation access to the SWBT's Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself, providing that security arrangements can be made. IP Communications Corporation requests to use the SWBT SCE will be subject to request and review procedures to be agreed upon by the Parties.
- 9.7.3 When IP Communications Corporation utilizes SWBT's Local Switching network element and requests SWBT to provision such network element with a technically feasible AIN trigger, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or an IP Communications Corporation developed AIN feature as per previous Section.

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- 9.7.4 When IP Communications Corporation utilizes its own local switch, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or an IP Communications Corporation developed AIN feature as per previous section.
- 9.7.5 SWBT will provide access to AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any mediation, static or dynamic, will only provide network reliability, protection, security and network management functions consistent with the access service provided, applied equally and on a competitively neutral basis to all database users including SWBT. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and procedures either (1) resident in the SWBT STP that serves the appropriate AIN SCP or (2) via manual controls that are initiated from SWBT Network Elements. Such management controls will be applied to the specific problem source, where ever that source is, including SWBT, and not to all services unless a problem source cannot be identified.
- 9.7.6 As requested by IP Communications Corporation, SWBT will provide specifications and information reasonably necessary for IP Communications Corporation to utilize SWBT SCE as provided above.
- 9.7.7 SWBT SCP will partition and take reasonable steps to protect IP Communications Corporation service logic and data from unauthorized access, execution or other types of compromise, where technically feasible.
- 9.7.8 When IP Communications Corporation purchases AIN services, charges will be determined on an individual case basis (ICB) as reflected on the Appendix Pricing UNE - Schedule of Prices or as the Parties may otherwise agree.

9.8 **Access to Directory Assistance Database**

- 9.8.1 SWBT will provide nondiscriminatory access to SWBT's Directory Assistance listing information which includes published listings, non listed listings as well as listed names, address, zip code and telephone numbers with the exception of nonpublished telephone numbers. Nonpublished Directory Assistance listing information will display the customer name and address only along with an indicator that the number is non published. Access to SWBT Directory Assistance listing information is for the sole purpose of providing voice Directory Assistance to IP Communications Corporation's customers. Access to SWBT's Directory Assistance listing information allows the IP Communications Corporation operator to query SWBT's Directory Assistance database and obtain

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the identical information that is available to SWBT's Directory Assistance operators.

- 9.8.2 When IP Communications Corporation uses Access to Directory Assistance Database, it will pay the rates and charges under that label found in Appendix Pricing UNE – Schedule of Prices. These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

10.0 Operations Support Systems Functions

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

10.2 Requirements

- 10.2.1 SWBT will provide IP Communications Corporation access to its Operations Support Systems Functions through the electronic interfaces provided for in Attachment 7 (Pre-Ordering, Ordering, and Provisioning - UNE), Attachment 8 (Maintenance - UNE), Attachment 9 (Connectivity Billing and Recording - UNE), and Attachment 10 (Customer Usage Data - UNE), on the terms and conditions set forth in those Attachments.

- 10.3 As reflected in Appendix Pricing - UNE - Schedule of Prices, IP Communications Corporation will pay \$3,345 per month to access one or more of the SWBT OSS functions for either UNE, Resale or both. IP Communications Corporation will pay \$1580 per month for remote access facility methods for a direct connection per port or \$316 per month for dial up connections, per port.

11.0 Cross-connects

- 11.1 The cross connect, when required, is the means by which unbundled elements are connected with other unbundled elements or with collocation.

- 11.2 SWBT offers a choice of four types of cross connects with each unbundled loop type. SWBT will charge IP Communications Corporation the appropriate rate as shown on Appendix Pricing UNE - Schedule of Prices labeled "Loop Cross

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Connects" subject to Section 1.3 of Appendix Pricing UNE, except as provided in Section 11.2.1 and 11.2.2 below. The applicable cross connects are as follows:

1. Cross connect to DCS ("MDF to DCS") - with and without testing
2. Cross connect to MUX/Interoffice ("MDF to SWBT Multiplexer/Interoffice") - with testing
3. Cross connect to Collocation ("MDF to Collocation") - with and without testing
4. Cross connect to Switch Port ("MDF to Switch Port") with and without testing

The rates for the cross connect to DCS and the cross connect to MUX/Interoffice are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

11.2.1 The Parties agree that there will be no charge for the cross connect between an unbundled loop and DCS/Switch Port, as shown on Appendix Pricing UNE - Schedule of Prices and labeled "Analog Loop to DCS/Switch Port" and "Digital Loop to DCS/Switch Port." The loop to DCS cross connect rate will be subject to modification and true up in the event of Commission establishment of final DCS rates and charges that include a separate DCS cross connect rate.

11.2.2 When IP Communications Corporation orders a cross connect between a 4-Wire PRI digital loop and inter office transport, IP Communications Corporation will pay the rates and charges labeled "Digital Loop to Multiplexer/Interoffice - 4-Wire PRI". These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

11.3 Cross connects associated with unbundled local loops are available with or without testing equipment. If IP Communications Corporation uses its own testing and monitoring services, SWBT will treat IP Communications Corporation

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test reports as its own for purposes of procedures and time intervals for clearing trouble reports. When IP Communications Corporation utilizes a SWBT unbundled local loop and SWBT unbundled switch port in combination, SWBT will provide automated loop testing through the Local Switch rather than install a loop test point.

- 11.4 Cross connects must also be ordered with Unbundled Dedicated Transport (UDT). SWBT will charge IP Communications Corporation 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: DS1; DS3; OC3; OC12; and OC48. With the exception of the DS3 Dedicated Transport Cross Connect, the rates shown on the Schedule of Prices are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

12.0 **Additional Requirements Applicable to Unbundled Network Elements**

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

12.1 **Requirements**

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

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2.2 **Protection, Restoration, and Disaster Recovery**

12.2.1 **Synchronization**

12.2.1.1 **Definition:**

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

12.2.2 **Technical Requirements**

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

12.3 **Cooperative Testing**

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

13.0 **Dark Fiber**

13.1 "Dark fiber" is fiber transmission media which has been deployed by SWBT but is not being utilized to provide service.

13.2 Dark Fiber in Dedicated Interoffice Transport

- 13.2.1 SWBT will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element under the following conditions:
- 13.2.1.1 SWBT will offer its dark fiber to IP Communications Corporation when IP Communications Corporation has collocation space in a SWBT tandem or end office.
- 13.2.1.2 SWBT may offer dark fiber pursuant to agreements that would permit revocation of IP Communications Corporation's right to use the dark fiber upon twelve (12) months notice by SWBT. To exercise its right of revocation, SWBT must demonstrate: 1) that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP; or 2) within a twelve (12) month period after the date of a dark fiber lease that IP Communications Corporation is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second). In the latter case, SWBT will provide IP Communications Corporation with sufficient alternative means of transporting the traffic.
- 13.2.1.3 IP Communications Corporation may not, in twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular dedicated interoffice transport segment. SWBT is not required to lease more than 25% of its dark fiber capacity in a particular dedicated interoffice transport segment. The fiber available for lease must be allocated among the requesting LSPs on a first come, first served, basis, and distributed in a competitively neutral manner.
- 13.2.2 SWBT will provide IP Communications Corporation with the ability to connect to interoffice dark fiber subject to the procedures set forth above. In each SWBT central office which serves as a point of termination for each interoffice dark fiber segment, SWBT will provide IP Communications Corporation an appropriate termination point on a distribution frame or its equivalent.

13.3 Dark Fiber in Feeder Segment of the Loop

- 13.3.1 SWBT will provide dark fiber in the feeder segment of the network as an unbundled network element under the following conditions:
- 13.3.1.1 SWBT may offer dark fiber pursuant to agreements that would permit revocation of IP Communications Corporation's right to use the dark fiber upon twelve (12) months notice by SWBT. To exercise its right of revocation, SWBT must demonstrate: 1) that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP; or 2) within a

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twelve (12) month period after the date of a dark fiber lease that IP Communications Corporation is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second). In the latter case, SWBT will provide IP Communications Corporation with sufficient alternative means of transporting the traffic.

- 13.3.1.2 IP Communications Corporation may not, in twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular feeder segment. SWBT is not required to lease more than 25% of its dark fiber capacity in a particular feeder segment. The fiber available for lease must be allocated among the requesting LSPs on a first come, first served, basis, and distributed in a competitively neutral manner.

13.4 **Dark Fiber Administration**

- 13.4.1 The parties shall submit for approval by the Missouri Commission a procedure for exchanging information on the availability of dark fiber for lease, and on the usage of leased dark fiber.

13.5 **Dark Fiber Pricing**

- 13.5.1 When a dark fiber record search is requested by IP Communications Corporation, IP Communications Corporation will pay the dark fiber records research charge reflected on Appendix Pricing UNE – Schedule of Prices labeled “Dark Fiber Records Search.” These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.
- 13.5.2 When IP Communications Corporation orders a dark fiber cross connect to connect SWBT's dark fiber to IP Communications Corporation's facilities or equipment, IP Communications Corporation will pay the charges which appear on Appendix Pricing UNE – Schedule of Prices labeled “Dark Fiber Cross Connect.” These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing

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the rates, terms and conditions included in the Interconnection Agreement between the parties.

- 13.5.3 When IP Communications Corporation leases dark fiber, IP Communications Corporation will pay the charges which appear on Appendix Pricing UNE – Schedule of Prices labeled “Dark Fiber.”

14.0 Pricing

14.1 Price Schedules

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

15.0 Applicability of Other Rates, Terms and Conditions

- 15.1 *Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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APPENDIX PRICING - UNE

1.0 Application of Prices

- 1.1 IP Communications Corporation agrees to compensate SWBT for unbundled Network Elements at the rates contained in this Appendix.
- 1.2 Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. In accordance with paragraph 8.1 of the General Terms and Conditions, interest will apply on overdue amounts.
- 1.3 Prices for the unbundled network elements, as shown on Appendix Pricing UNE-Schedule of Prices, include the full functionality of each element. No additional charges for any such element, the functionalities of the element, or the activation of the element or its functionalities will be permitted.
- 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"), IP Communications Corporation may order, and SWBT will provide all Attachment 6 Elements on the basis of the attached Schedule of Prices. The Parties agree that the Appendix Pricing UNE - Schedule of Prices contains a complete list of rate elements and charges associated with unbundled Network Elements and other items, if any, offered by SWBT pursuant to this Attachment. This paragraph does not limit or expand the use of the Special Request Process.

2.0 Recurring Charges

- 2.1 Recurring Charges, where applicable, for each unbundled Network Element are as shown in Appendix Pricing UNE - Schedule of Prices.
- 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 are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole mile before determining the mileage and applying rates.

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- 2.4 Where rates will be based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office are rounded to the next higher minute per monthly billing cycle. In the long term usage will be measured beginning when the facilities are seized (excluding network failures) and ending when the facilities are released. SWBT is currently unable to measure busy/don't answer (by/da), but SWBT intends to develop such capability. SWBT will provide IP Communications Corporation not less than 30 days notice when SWBT begins to measure by/da. No related true up will occur.

3.0 Non-Recurring Charges

- 3.1 The Missouri Commission has ordered non-recurring charges for installation and disconnection of certain unbundled elements. Where these charges are applicable, there is a non-recurring charge for the first connection/disconnection on an IP Communications Corporation order (designated as "initial non recurring charge" on the Schedule of Prices) as well as separate non-recurring charges for each additional connection/ disconnection associated with the same IP Communications Corporation order at the same IP Communications Corporation specified premises (designated as "additional non recurring charges" on the Schedule of Prices).
- 3.1.1 IP Communications Corporation will not pay non-recurring charges when IP Communications Corporation orders Elements that are currently interconnected and functional. Such orders may also be referred to as Simple Conversion Orders. These orders include all situations in which IP Communications Corporation converts a SWBT customer using all network elements required to provision service to the customer and applies whether IP Communications Corporation uses SWBT's operator services and Directory Assistance or supplies operator services and Directory Assistance to the customer from an IP Communications Corporation operator service/Directory Assistance platform to which customized routing has been established from the customer's local switch.
- 3.1.2 The rate for non-recurring charges when IP Communications Corporation submits a simple conversion order will be zero until such time as the Commission has ordered final cost based rates. If the Commission orders non-recurring charges other than zero for a simple conversion order, the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

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3.2 Intentionally left blank

3.3 SWBT offers the following order types:

New Service: This will apply when an end user customer initiates service with IP Communications Corporation and IP Communications Corporation elects to serve the customer using unbundled Network Elements.

Change: This will apply when an IP Communications Corporation customer's existing service is being physically or logically altered in some way.

Record: This will apply when there is no physical or logical work required and all that is necessary is the update of SWBT's internal records.

Disconnect: This will apply when an existing service is being completely disconnected.

Suspend: This will apply when a functionality is to be suspended until further notice

Restore: This will apply when a previously suspended functionality is to be restored

Expedited: This will apply when the requested due date is less than the standard interval.

Customer Change Charge: This will apply when an end user customer of Resale services changes from one LSP (including SWBT) to another LSP (including SWBT).

Customer Not Ready Charge: Charges equal to the actual service order charge will apply when SWBT is prepared to turn service over to IP Communications Corporation on the due date and IP Communications Corporation or the end user customer is not ready to accept the service.

Cancellation/Modification/Due Date Change Charge: This will apply when the due date is changed or the service order is canceled or modified within 2 days prior to the due date.

3.4 Upon IP Communications Corporation's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switched Port for any IP Communications Corporation local service customer. In such instances, all unbundled network elements provided by SWBT will remain intact.

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SWBT will implement any restoration priority for unbundled local switching in a manner that conforms with IP Communications Corporation requested priorities and any applicable regulatory policy or procedures.

- 3.5 When IP Communications Corporation places a local service request (LSR), IP Communications Corporation will specify a requested Due Date (DD), and SWBT will specify a DD based on the applicable intervals. In the event IP Communications Corporation's requested date is less than the standard interval, IP Communications Corporation will contact SWBT and the parties will negotiate an expedited DD. This situation will be considered an expedited order.

3.6 Service Order Pricing

- 3.6.1 The Service Order charge found on Appendix Pricing – UNE Schedule of Prices shall apply to all initial orders for service from SWBT, all resale conversions, the lease of unbundled elements, and conversions using all unbundled elements ("New Service"). In the case of a resale conversion or a conversion using all of the unbundled elements necessary for the provision of telephone service, no other nonrecurring charge shall apply in addition to, or in lieu of, the Service Order charge. In instances where a competitive local exchange company (CLEC) purchases individual network elements to be combined with its own or another CLEC's unbundled elements, the additional nonrecurring charges listed in Appendix B of the Final Arbitration Order shall apply. If a CLEC chooses to use electronic ordering but SWBT is unable to provide such electronic ordering services, the \$5.00 Service Order charge shall apply. Again, no charges shall be applied in addition to, or in lieu of, the proper Service Order charge. These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

- 3.6.2 No Service Order Charge applies to the following Service Order types: Change, Record, Disconnect, Suspend, Restore, Expedited, Customer Not Ready, or Cancellation/Modification/Due Date Change. This is applicable unless and until such time as the Commission has determined that a service order charge applies to such Service Order types and establishes permanent rates for such service orders. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this

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procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

- 3.6.3 SWBT shall not impose any charge in addition any applicable service order charge for nonmechanized service order types in those situations where SWBT does not have a mechanized process in place for its own customers unless and until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the commission, and the commission has ordered final cost based rates. When the Commission orders final cost based rates, IP Communications Corporation will remit any amounts owed for the interim period to SWBT within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions between the parties.
- 3.6.4 A charge of \$12.50 will apply if IP Communications Corporation submits a nonmechanized service order and SWBT has a mechanized process in place for that order.
- 4.0 **Maintenance of Service, Time and Materials, and NonProductive Dispatch Charges**
- 4.1 If IP Communications Corporation requests or approves a SWBT technician to perform special installation, maintenance, or conversion services for Unbundled Network Elements excluding services which SWBT is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, IP Communications Corporation 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 IP Communications Corporation determines that a trouble has occurred in SWBT's equipment and/or facilities, IP Communications Corporation will issue a trouble report to SWBT.
- 4.3 IP Communications Corporation will pay Maintenance of Service charges for technicians' time reasonably required when IP Communications Corporation reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

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- 4.4 IP Communications Corporation will pay Maintenance of Service charges for technicians' time reasonably required when IP Communications Corporation reports a suspected failure of a network element and SWBT dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.
- 4.5 If IP Communications Corporation issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SWBT personnel are allowed access to the premises, the NonProductive Dispatch charges will still apply.
- 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. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof": and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is considered to be Monday through Friday 8 a.m. to 5 p.m. which is SWBT's normally scheduled work day. SWBT's normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of SWBT's normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with SWBT's normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SWBT employee is necessary.
- 4.7 SWBT will bill IP Communications Corporation Time and Materials, NonProductive Dispatch and/or Maintenance of Service Charges only pursuant to IP Communications Corporation's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.
- 4.8 If as a result of the Cost proceedings the Parties learn that the costs for Time and Materials, NonProductive Dispatch and Maintenance of Service work are recovered in the recurring and/or nonrecurring charges for unbundled Network Elements, no further charges for Time and Materials, NonProductive Dispatch and Maintenance of Service will be made for those elements where such costs are already recovered, and SWBT will refund charges previously paid.
- 4.9 SWBT will manage costs of Time and Materials, NonProductive Dispatch and Maintenance of Service Charges activities charged to IP Communications

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Corporation in a manner that is consistent with SWBT's internal management of those costs.

- 4.10 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 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 Standard Interim Rate Structure for ULS

By April 1, 1998, when SWBT's billing systems are updated to accommodate the December 31, 1997 AIN solution, SWBT will cease to use the Temporary Interim Structure described in paragraph 5.3.3 except in the following cases: 1) DMS-10 switches; 2) End user service with voice activated dial served out of a 5ESS switch; 3) Coin services where SWBT's network rather than the coin telephone provides the signaling; 4) Hotel/Motel services; 5) Certain CENTREX-like services with features that are incompatible with AIN.

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

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

- 5.2.1.3 SWBT will not bill ULS-T for Intra switch calls.

- 5.2.2 Interswitch Calls - (calls not originating and terminating in the same switch) i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

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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 IP Communications Corporation ULS Port, IP Communications Corporation will pay ULS-O and SS7 signaling charges. If the call routes over SWBT's common network, IP Communications Corporation will pay 0.3 times tandem switching per MOU plus 1 times common transport - termination per MOU plus 1 times common transport - facilities per MOU per mile, assuming 7 miles. The charge for each of these specific rate elements above is reflected in Appendix Pricing UNE - Schedule of Prices.

5.2.2.1.1.2 When a call terminates to an IP Communications Corporation ULS Port, IP Communications Corporation 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 IP Communications Corporation (UNE) Originating and SWBT Terminating:
IP Communications Corporation Pays:

- ULS - O
- Applicable Common Transport and Tandem Switching
- SS7 Signaling
- Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.2 SWBT Originating and IP Communications Corporation (UNE) Terminating
IP Communications Corporation Pays:

- ULS - T
- SWBT pays:
- Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.3 IP Communications Corporation (UNE) Originating and CLEC (UNE) Terminating
IP Communications Corporation Pays:

- ULS - O
- Applicable Common Transport and Tandem Switching
- SS7 Signaling

5.2.2.1.2.4 IP Communications Corporation (UNE) Originating and IP Communications Corporation (UNE) Terminating
IP Communications Corporation Pays:

- ULS - O

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- Applicable Common Transport and Tandem Switching
 - SS7 Signaling
 - ULS - T
- 5.2.2.1.2.5 CLEC (UNE) Originating and IP Communications Corporation (UNE) Terminating
IP Communications Corporation Pays:
- ULS - T
- 5.2.2.1.2.6 CLEC (Resale services) Originating and IP Communications Corporation (UNE) Terminating
IP Communications Corporation Pays:
- ULS - T
- 5.2.2.1.2.7 IP Communications Corporation (UNE) Originating and CLEC (Resale services) Terminating
IP Communications Corporation Pays:
- ULS - O
 - Applicable Common Transport and Tandem Switching
 - SS7 Signaling
- 5.2.2.1.2.8 IP Communications Corporation (UNE) Originating to CLEC (Facilities Based Network (FBN)) Terminating
IP Communications Corporation Pays:
- ULS - O
 - Applicable Common Transport and Tandem Switching
 - SS7 Signaling
- 5.2.2.1.2.9 CLEC (FBN) Originating to IP Communications Corporation (UNE) Terminating
IP Communications Corporation Pays:
- ULS - T
- 5.2.2.2 IntraLATA and InterLATA Toll Calls
- 5.2.2.2.1 General Principles
- 5.2.2.2.1.1 Until the implementation of intraLATA Dialing Parity, IP Communications Corporation will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching charges for all intraLATA toll calls initiated by an IP Communications Corporation ULS Port.
- 5.2.2.2.1.2 After the implementation of IntraLATA Dialing Parity, IntraLATA toll calls from IP Communications Corporation ULS Ports will be routed to the end user

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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. ULS-O usage and signaling charges will apply to IP Communications Corporation in such event.

- 5.2.2.2.1.2.1 IP Communications Corporation may provide exchange access transport services to IXC's, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls that are originated by local customers using SWBT unbundled local switching, IP Communications Corporation may offer to deliver the calls to the PIC at the SWBT access tandem, with IP Communications Corporation 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 IP Communications Corporation will pay SWBT ULS-O usage, signaling, common transport, and tandem switching for such calls. SWBT will not bill any access charges to the PIC under this arrangement. IP Communications Corporation may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by IP Communications Corporation local customers using SWBT unbundled local switching.
- 5.2.2.2.1.2.2 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls that are originated by IP Communications Corporation local customers using SWBT unbundled local switching, then IP Communications Corporation will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT 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 IP Communications Corporation ULS Port, IP Communications Corporation will pay ULS-T charges and SWBT will not charge terminating access to IP Communications Corporation or the IXC except that SWBT may bill the IXC for terminating transport in cases where the IXC has chosen SWBT as its transport provider.
- 5.2.2.2.1.4 IP Communications Corporation and SWBT will implement the preceding three sections according to the methods, procedures, and schedule developed to implement parallel provisions in Texas and/or Oklahoma.

5.2.2.3 Toll Free Calls

When IP Communications Corporation uses ULS Ports to initiate an 800-type call, IP Communications Corporation will pay the 800 database query charge and

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ULS-O charge. IP Communications Corporation will be responsible for any billing to the IXC for such calls.

- 5.2.3 IP Communications Corporation and SWBT will work together to develop a billing solution to separate by LSP originating 800 and all terminating access records for unbundled local switching by July 1, 1998 or later date as mutually agreed to by the parties. IP Communications Corporation will pay cost based rates on a competitively neutral basis. Only if there is a benefit to SWBT other than the ability to provide the requested billing information to IP Communications Corporation and other LSPs will SWBT participate in paying for the development and operation of the billing solution. Cost based rates will be established based the Missouri Public Service Commission's review and approval of SWBT provided cost study on a schedule mutually agreed to by the parties. Prior to the availability of this billing solution, the parties will use a factors-based methodology to be developed and implemented between the parties within 30 calendar days from the date IP Communications Corporation first orders unbundled local switching from SWBT.

5.3 Temporary ULS Rate Structure

- 5.3.1 By April 1, 1998, when SWBT's billing systems are updated to accommodate the December 31, 1997 AIN solution, SWBT will cease to use the Temporary Interim Structure described in paragraph 5.3.3 except in the following cases: 1) DMS-10 switches; 2) End user service with voice activated dial served out of a SESS switch; 3) Coin services where SWBT's network rather than the coin telephone provides the signaling; 4) Hotel/Motel services; 5) Certain CENTREX-like services with features that are incompatible with AIN.
- 5.3.2 Intraswitch calls will be handled as described above in the Standard Interim Rate Structure.
- 5.3.3 For completed local calls originating from an IP Communications Corporation ULS Port which terminate in an end office with an 11 digit CLLI different from the originating end office CLLI, IP Communications Corporation will pay, in lieu of ULS - O, ULS - T, unbundled Common Transport, and unbundled Tandem Switching rates, a charge comprised of the following: two times ULS plus one Common Transport Termination Cost plus seven times the Common Transport Facility Cost rate plus .3 times Tandem Switching Rate. The application of this formula appears in the Appendix Pricing UNE - Schedule of Prices labeled "Local Switching - Temporary - Between Different Central Offices per Originating MOU.
- 5.3.4 No applicable end office switching (aka terminating compensation) will be charged for terminating the calls described in 5.3.3. While the temporary ULS rate structure is in

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effect, IP Communications Corporation will only be charged for calls described in 5.3.3 which are completed. While the temporary ULS rate structure is in effect, IP Communications Corporation will not be charged ULS - T on any calls.

- 5.3.5 If, when IP Communications Corporation originates a call to a facilities based LSP under the Temporary Interim Structure, the LSP will bill SWBT for terminating compensation.
- 6.0 The following defines the zones found in the Appendix Pricing UNE - Schedule of Prices:

Rate Zone	Description
Zone 1	The geographic area within each of the SWBT exchanges which are classified as Rate group D exchanges in SWBT's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the SWBT exchanges which are classified as Rate group B exchanges in SWBT's Local Exchange Tariff.
Zone 3	The geographic area within each of the SWBT exchanges which are classified as Rate group A exchanges in SWBT's Local Exchange Tariff.
Zone 4	The geographic area within each of the SWBT exchanges which are classified as Rate group C exchanges in SWBT's Local Exchange Tariff. (Springfield Exchanges)

7.0 Applicability of Other Rates, Terms and Conditions

- 7.1 *Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency;

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relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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**SOUTHWESTERN BELL TELEPHONE COMPANY / AT&T
MISSOURI**

*Appendix Pricing UNE -
Schedule of Prices
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	<u>Monthly Rates</u>					<u>Nonrecurring Charge</u>		<u>Interim Subject to True- up</u>
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>		<u>Initial</u>	<u>Add'l</u>	
Network Interface Device (NID)	N/A	N/A	N/A			\$60.40	\$30.20	
Disconnect Loop from inside wiring, per NID								
Unbundled Loops								
2-Wire Analog (8dB Loop)	\$12.71	\$20.71	\$33.29	\$18.23		\$26.07	\$11.09	
Conditioning for dB Loss	\$6.63	\$6.63	\$6.63	\$6.63		\$22.76	\$8.58	
4-Wire Analog	\$19.79	\$35.35	\$61.16	\$30.08		\$28.77	\$11.09	
2-Wire Digital (ISDN-BRI Loop)	\$25.79	\$42.10	\$58.44	\$41.44		\$57.77	\$30.22	
4-Wire Digital (DS1 Loop)	\$101.18	\$106.06	\$107.89	\$101.39		\$136.63	\$53.94	
4 Wire digital (ISDN-PRI Loop)	\$101.18	\$106.06	\$107.89	\$101.39		\$136.63	\$53.94	
Loop Cross Connects without Testing								
MDF to Collocation								
2 wire analog	\$0.31	\$0.31	\$0.31	\$0.31		\$19.96	\$12.69	
4 wire analog	\$0.63	\$0.63	\$0.63	\$0.63		\$25.38	\$17.73	
2 wire Digital ISDN-BRI	\$0.31	\$0.31	\$0.31	\$0.31		\$19.96	\$12.69	
4 wire Digital DS1	\$0.00	\$0.00	\$0.00	\$0.00		\$34.48	\$28.57	
MDF to Switch Port								
2 wire analog	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
4 wire analog	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
2 wire Digital ISDN-BRI	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
4 Wire digital (DS1 or ISDN-PRI)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
MDF to DCS								
2 wire analog	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#
4 wire analog	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#
2 wire Digital ISDN-BRI	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#
4 Wire digital (DS1 or ISDN-PRI)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#
Loop Cross Connects with Testing								
MDF to Collocation								
2 wire analog	\$1.89	\$1.89	\$1.89	\$1.89		\$35.83	\$29.44	
4 wire analog	\$3.77	\$3.77	\$3.77	\$3.77		\$41.63	\$35.73	
2 wire Digital ISDN-BRI	\$1.89	\$1.89	\$1.89	\$1.89		\$35.83	\$29.44	
4 wire Digital DS1	\$9.00	\$9.00	\$9.00	\$9.00		\$60.04	\$41.06	

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Appendix Pricing UNE -
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	Monthly Rates					Nonrecurring Charge		Interim Subject to True- up
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	
MDF to Multiplexer/Interoffice								
2 wire analog	\$4.03	\$4.03	\$4.03	\$4.03		\$52.24	\$45.85	
4 wire analog	\$5.19	\$5.19	\$5.19	\$5.19		\$60.47	\$54.57	
2 wire Digital ISDN-BRI	\$6.31	\$6.31	\$6.31	\$6.31		\$52.24	\$45.85	
4 Wire digital (DS1 or ISDN-PRI)	ICB	ICB	ICB	ICB		ICB	ICB	#
MDF to Switch Port								
2 wire analog	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
4 wire analog	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
2 wire Digital ISDN-BRI	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
4 Wire digital (DS1 or ISDN-PRI)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
MDF to DCS								
2 wire analog	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#
4 wire analog	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#
2 wire Digital ISDN-BRI	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#
4 Wire digital (DS1 or ISDN-PRI)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#
Subloop Unbundling								
8dB Feeder	\$5.56	\$7.27	\$10.10	\$7.01		ICB	ICB	
BRI Feeder	\$20.93	\$31.28	\$39.33	\$32.58		ICB	ICB	
DS1 Feeder	\$67.80	\$67.56	\$70.99	\$67.68		ICB	ICB	
8dB Distribution	\$6.98	\$13.35	\$23.34	\$11.05		ICB	ICB	
BRI Distribution	\$9.92	\$16.29	\$26.26	\$14.00		ICB	ICB	
DS1 Distribution	\$4.97	\$10.48	\$21.80	\$6.60		ICB	ICB	
Subloop Cross-Connect								
2 Wire	\$0.00	\$0.00	\$0.00	\$0.00		\$61.55	\$51.95	#
4 Wire	\$0.00	\$0.00	\$0.00	\$0.00		\$74.00	\$62.55	#
Customized Routing	ICB	ICB	ICB	ICB		ICB	ICB	
Blocking/Screening (when LCC Customized Routine is used)	ICB	ICB	ICB	ICB		ICB	ICB	

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	<u>Monthly Rates</u>					<u>Nonrecurring Charge</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>		<u>Initial</u>	<u>Add'l</u>	<u>Interim Subject to True- up</u>
Local Switching								
Port Charge Per Month								
Analog Line Port	\$1.74	\$1.97	\$2.47	\$2.25		\$39.37	\$35.27	
ISDN-BRI Port	\$5.56	\$5.56	\$5.56	\$5.56		\$6.47	\$3.53	
Analog DID Trunk	\$13.55					\$64.00		
Analog DID Trunk		\$14.45				\$69.47		
Analog DID Trunk			\$10.60			\$59.76		
Analog DID Trunk				\$15.12		\$62.01		
ISDN-PRI Trunk Port	\$165.85	\$165.85	\$165.85	\$165.85		\$214.53	\$98.53	
DS1 Trunk Port	\$132.14					\$162.38	\$24.76	
DS1 Trunk Port		\$126.71				\$162.44	\$24.83	
DS1 Trunk Port			\$58.04			\$160.47	\$22.86	
DS1 Trunk Port				\$140.35		\$164.98	\$27.36	
Usage - per Minute of Use								
Local Switching								
Temporary (see Appendix Pricing								
UNE, Section 5.3)								
Within the Same Central Office								
Per Originating MOU	\$0.001988	\$0.002391	\$0.003444	\$0.002934		N/A	N/A	
Between Different Central Offices								
Per Originating MOU	\$0.004633	\$0.005569	\$0.007748	\$0.006490		N/A	N/A	
Standard (see Appendix Pricing								
UNE, Section 5.2)								
Per Originating or Terminating MOU	\$0.001988	\$0.002391	\$0.003444	\$0.002934		N/A	N/A	
Nonrecurring Charge for Unbundled Switch Port -								
Vertical Features								
Analog Line Port Features (per feature per port)								
Call Waiting	None	None	None	None		\$0.00	N/A	#
Call Forwarding Variable	None	None	None	None		\$0.00	N/A	#
Call Forwarding Busy Line	None	None	None	None		\$0.00	N/A	#
Call Forwarding Don't Answer	None	None	None	None		\$0.00	N/A	#

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	<u>Monthly Rates</u>					<u>Nonrecurring Charge</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>		<u>Initial</u>	<u>Add'l</u>	<u>Interim Subject to True- up</u>
Three-Way Calling	None	None	None	None		\$0.00	N/A	#
Speed Calling - 8	None	None	None	None		\$0.00	N/A	#
Speed Calling - 30	None	None	None	None		\$0.00	N/A	#
Auto Callback/Auto Redial	None	None	None	None		\$0.00	N/A	#
Distinctive Ring/Priority Call	None	None	None	None		\$0.00	N/A	#
Selective Call Rejection/Call Bocker	None	None	None	None		\$0.00	N/A	#
Auto Recall/Call Return	None	None	None	None		\$0.00	N/A	#
Selective Call Forwarding	None	None	None	None		\$0.00	N/A	#
Calling Number Delivery	None	None	None	None		\$0.00	N/A	#
Calling Name Delivery	None	None	None	None		\$0.00	N/A	#
Calling Number/Name Blocking	None	None	None	None		N/A	N/A	#
Anonymous Call Rejection	None	None	None	None		N/A	N/A	#
Analog Line Port Features (per arrangement per port)								
Personalized Ring	None	None	None	None		\$0.00	N/A	#
Hunting Arrangement	None	None	None	None		\$0.00	N/A	#
Analog Line Port Features (per successful occurrence per port)								
Call Trace (per feature per port)	None	None	None	None		\$0.00	N/A	#
Call Trace (per successful occurrence per port)	None	None	None	None		\$0.00	N/A	#
ISDN BRI port Features (per feature per B Channel)								
CSV/CSD per B Channel (required/provided)	None	None	None	None		\$0.00	N/A	#
Basic Electronic Key Terminal Service (EKTS)								
Basic EKTS provides:								
Bridged Call Exclusion								
Bridging								
Call Forwarding Don't Answer								
Call Forwarding Interface Busy								
Call Forwarding Variable								
Message Waiting Indicator								
Speed Call (Long)								
Speed Call (Short)								
Three-way Conference Call								

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	<u>Monthly Rates</u>					<u>Nonrecurring Charge</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>		<u>Initial</u>	<u>Add'l</u>	<u>Interim Subject to True- up</u>
Call Appearance Call Handling (CACH) EKTS	None	None	None	None		\$0.00	N/A	#
CACH EKTS includes:								
Additional Call Offereing (inherent)								
Bridged Call Exclusion								
Bridging								
Call Forwarding Don't Answer								
Call Forwarding Interface Busy								
Call Forwarding Variable								
Intercom								
Key System Coverage for Analog Lines								
Message Waiting Indicator								
Speed Call (Long)								
Speed Call (Short)								
Three-way Conference Calling								
Basic Individual Features								
Additional Call Offering	None	None	None	None		\$0.00	N/A	#
Call Forwarding Don't Answer	None	None	None	None		\$0.00	N/A	#
Call Forwarding Interface Busy	None	None	None	None		\$0.00	N/A	#
Call Forwarding Variable	None	None	None	None		\$0.00	N/A	#
Call Number Delivery	None	None	None	None		\$0.00	N/A	#
Hunt Group for CSD	None	None	None	None		\$0.00	N/A	#
Hunt Group for CSV	None	None	None	None		\$0.00	N/A	#
Message Waiting Indicator	None	None	None	None		\$0.00	N/A	#
Secondary Only Telephone Number	None	None	None	None		\$0.00	N/A	#
Three Way Conference Calling	None	None	None	None		\$0.00	N/A	#
ISDN PRI Port Features								
CSV/CSD per B Channel (required/provided)								
Backup D Channel (per PRI)	None	None	None	None		\$0.00	N/A	#
Calling Number Delivery (per PRI)	None	None	None	None		\$0.00	N/A	#
Dynamic Channel Allocation (per PRI)	None	None	None	None		\$0.00	N/A	#
DID #s - see Analog Trunk Port Features						See Analog DID Trunk Port Features		
Analog Trunk Port Features (per feature per port)								
DID #s - Initial 100#s	None	None	None	None		\$0.00	N/A	#
Initial 10#s	None	None	None	None		\$0.00	N/A	#

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	Monthly Rates					Nonrecurring Charge		Interim Subject to True- up
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	
Subsequent Add or Remove 100#s	None	None	None	None		\$0.00	N/A	#
Subsequent Add or Remove 10#s	None	None	None	None		\$0.00	N/A	#
DS1 Digital Trunk Port Features (per feature per port)								
DID#s - see Analog DID Trunk Port Features						See Analog DID Trunk Port Features		
DS1 Digital Trunk Port Features								
DID #s - see Analog Trunk Port Features						See Analog Trunk Port Features		
Analog Line Port (ALP) Features for Unbundled Centrex								
Standard Feature initialization per Analog Line Port	None	None	None	None		\$0.00	N/A	#
Individual Features (per feature per port):								
Automatic Callback Calling/Business Group Callback	None	None	None	None		\$0.00	N/A	#
Call Forwarding Variable/Business Group Call								
Forwarding Variable	None	None	None	None		\$0.00	N/A	#
Call Forwarding Busy Line	None	None	None	None		\$0.00	N/A	#
Call Forwarding Don't Answer	None	None	None	None		\$0.00	N/A	#
Call Hold	None	None	None	None		\$0.00	N/A	#
Call Pickup	None	None	None	None		\$0.00	N/A	#
Call Transfer - All Calls	None	None	None	None		\$0.00	N/A	#
Call Waiting - Intragroup/Business Group Call Waiting	None	None	None	None		\$0.00	N/A	#
Call Waiting - Originating	None	None	None	None		\$0.00	N/A	#
Call Waiting - Terminating	None	None	None	None		\$0.00	N/A	#
Class of Service Restriction - Fully Restricted	None	None	None	None		\$0.00	N/A	#
Class of Service Restriction - Semi Restricted	None	None	None	None		\$0.00	N/A	#
Class of Service Restriction - Toll Restricted	None	None	None	None		\$0.00	N/A	#
Consultation Hold	None	None	None	None		\$0.00	N/A	#
Dial Call Waiting	None	None	None	None		\$0.00	N/A	#
Directed Call Pickup - Non Barge In	None	None	None	None		\$0.00	N/A	#
Directed Call Pickup - With Barge In	None	None	None	None		\$0.00	N/A	#
Distinctive Ringing and Call Waiting Tone	None	None	None	None		\$0.00	N/A	#
Hunting Arrangement - Basic	None	None	None	None		\$0.00	N/A	#
Hunting Arrangement - Circular	None	None	None	None		\$0.00	N/A	#
Speed calling Personal (short list)	None	None	None	None		\$0.00	N/A	#
Three Way Calling	None	None	None	None		\$0.00	N/A	#
Voice/Data Protection	None	None	None	None		\$0.00	N/A	#

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	<u>Monthly Rates</u>					<u>Nonrecurring Charge</u>		<u>Interim Subject to True- up</u>
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>		<u>Initial</u>	<u>Add'l</u>	
ISDN BRI Port Features for Unbundled Centrex								
Network Transport Option(s) - Required								
Circuit Switched Voice (CSV) Circuit Switched Data (CSD) per B Channel	None	None	None	None		\$0.00	N/A	#
Standard feature initialization per ISDN BRI Device	None	None	None	None		\$0.00	N/A	#
Individual features (per feature per B Channel)	None	None	None	None		\$0.00	N/A	#
Additional Call Offering for CSV	None	None	None	None		\$0.00	N/A	#
Automatic Callback Calling	None	None	None	None		\$0.00	N/A	#
Call Forwarding Busy Line	None	None	None	None		\$0.00	N/A	#
Call Forwarding Don't Answer	None	None	None	None		\$0.00	N/A	#
Call Forwarding Variable	None	None	None	None		\$0.00	N/A	#
Call Hold	None	None	None	None		\$0.00	N/A	#
Call Pickup	None	None	None	None		\$0.00	N/A	#
Call Transfer - All Calls	None	None	None	None		\$0.00	N/A	#
Class of Service Restriction - Fully Restricted	None	None	None	None		\$0.00	N/A	#
Class of Service Restriction - Semi Restricted	None	None	None	None		\$0.00	N/A	#
Class of Service Restriction - Toll Restricted	None	None	None	None		\$0.00	N/A	#
Consultation Hold	None	None	None	None		\$0.00	N/A	#
Dial Call Waiting	None	None	None	None		\$0.00	N/A	#
Directed Call Pickup - Non Barge In	None	None	None	None		\$0.00	N/A	#
Directed Call Pickup - With Barge In	None	None	None	None		\$0.00	N/A	#
Distinctive Ringing	None	None	None	None		\$0.00	N/A	#
Hunting Arrangement - Basic	None	None	None	None		\$0.00	N/A	#
Hunting Arrangement - Circular	None	None	None	None		\$0.00	N/A	#
Speed Calling Personal (short list)	None	None	None	None		\$0.00	N/A	#
Three Way Calling	None	None	None	None		\$0.00	N/A	#
Centrex-like System Charges								
Centrex-like System Options								
System Initial Establishment per Serving Office - Analog Only						\$0.00	\$0.00	#
System Initial Establishment per Serving Office - Analog/ISDN BRI mix						\$0.00	\$0.00	#
System Initial Establishment per Serving Office - ISDN BRI Only						\$0.00	\$0.00	#
System Subsequent Change per Serving Office - Analog only system						\$0.00	\$0.00	#
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system						\$0.00	\$0.00	#

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	Monthly Rates					Nonrecurring Charge		Interim Subject to True- up
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	
System Subsequent Change per Serving Office - ISDN BRI only system existing ISDN BRI only system						\$0.00	\$0.00	#
System Subsequent Conversion per Serving Office - Add Analog to to existing ISDN BRI only system						\$0.00	\$0.00	#
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system						\$0.00	\$0.00	#
Tandem Switching per minute of use	\$0.001510	\$0.001510	\$0.001510	\$0.001510		N/A	N/A	
Unbundled Common Transport						InterZone		
Common Transport facility min/mile	\$0.000002	\$0.000007	\$0.000015	\$0.000001		\$0.000003	N/A	
Termination per minute of use	\$0.000190	\$0.000285	\$0.000302	\$0.000162		\$0.000332	N/A	
Dedicated Transport								
Entrance Facility*								
DS1	162.30	162.30	162.30	162.30		628.00	456.00	#
DS3	1884.49	1884.49	1884.49	1884.49		637.00	496.00	#
OC3	ICB	ICB	ICB	ICB		ICB	ICB	#
OC12	ICB	ICB	ICB	ICB		ICB	ICB	#
*When AT&T orders Unbundled Dedicated Transport between an AT&T office and a SWBT office, and the facilities used between those offices are of a higher TELRIC cost than facilities between two SWBT offices, AT&T will pay TELRIC cost-based entrance facility rates.								
Interoffice Transport					InterZone			
DS 1 Dedicated Transport I/O First Mile	\$57.49	\$86.96	\$92.07	\$48.70	\$100.36	\$184.84	\$118.14	
DS 1 Dedicated Transport I/O Additional Mile	\$0.62	\$1.67	\$1.60	\$0.19	\$0.97	\$184.84	\$118.14	
DS 3 Dedicated Transport I/O First Mile	\$925.21	\$1,824.14	\$2,052.06	\$789.13	\$2,361.66	\$203.10	\$135.06	
DS 3 Dedicated Transport I/O Additional Mile	\$15.64	\$56.45	\$97.60	\$17.32	\$25.87	\$203.10	\$135.06	
OC3 Dedicated Transport I/O First Mile	ICB	ICB	ICB	ICB		ICB	ICB	#
OC 3 Dedicated Transport I/O Additional Mile	ICB	ICB	ICB	ICB		ICB	ICB	#
OC12 Dedicated Transport I/O First Mile	ICB	ICB	ICB	ICB		ICB	ICB	#
OC 12 Dedicated Transport I/O Additional Mile	ICB	ICB	ICB	ICB		ICB	ICB	#
OC 48 Dedicated Transport I/O First Mile	ICB	ICB	ICB	ICB		ICB	ICB	#
OC 48 Dedicated Transport I/O Additional Mile	ICB	ICB	ICB	ICB		ICB	ICB	#

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	<u>Monthly Rates</u>					<u>Nonrecurring Charge</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>		<u>Initial</u>	<u>Add'l</u>	<u>Interim Subject to True- up</u>
<u>Dedicated Transport Cross Connect</u>								
DS1	\$12.00	\$12.00	\$12.00	\$12.00		\$99.00	\$95.00	#
DS3	\$30.08	\$30.08	\$30.08	\$30.08		\$54.98	\$42.90	
OC3	ICB	ICB	ICB	ICB		ICB	ICB	#
OC12	ICB	ICB	ICB	ICB		ICB	ICB	#
OC48	ICB	ICB	ICB	ICB		ICB	ICB	#
<u>DCS</u>								
DCS Port Charge - DS0	\$13.70	\$13.70	\$13.70	\$13.70		\$24.30		#
DCS Port Charge - DS1	\$45.14	\$45.14	\$45.14	\$45.14		\$43.00		#
DCS Port Charge - DS3	\$490.05	\$490.05	\$490.05	\$490.05		\$32.00		#
DCS Establish	\$1,772.00	\$1,772.00				\$1,772.00		#
Dataase Modification	\$80.00	\$80.00				\$80.00		#
Reconfiguration	\$1.25	\$1.25				\$1.25		#
<u>Multiplexing</u>								
VG - DS1	\$180.00	\$180.00	\$180.00	\$180.00		\$260.00	\$161.00	#
DS1 - DS3	\$815.00	\$815.00	\$815.00	\$815.00		\$1,372.00	\$813.00	#
<u>SS7 Links - Cross Connect</u>								
STP to Collocation Cage - DS0	\$74.20	\$74.20	\$74.20	\$74.20		\$299.80	\$202.45	#
STP to Collocation Cage - DS1	\$53.65	\$53.65	\$53.65	\$53.65		\$259.00	\$174.45	#
STP to SWBT MDF - DS0	\$74.20	\$74.20	\$74.20	\$74.20		\$299.80	\$202.45	#
STP to SWBT DSX Frame - DS1	\$53.65	\$53.65	\$53.65	\$53.65		\$257.00	\$174.45	#
<u>Signaling and Call Related Databases</u>								
STP Access Connection - 1.544 Mbps		See Dedicated Transport						
		Entrance Facility - DS1						
		Interoffice Transport - DS1						
		Cross Connect - DS1						
SS7 Port*	\$480.61					\$217.14*	N/A	
SS7 Transport								
Per Octet	\$0.0000007					N/A	N/A	
Per Call	\$0.0001190					N/A	N/A	
Toll Free Calling Database Query								
Simple	\$0.000254					N/A	N/A	
Complex (Includes Simple rate plus Call Destination)	\$0.000288					N/A	N/A	

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Appendix Pricing UNE -
Schedule of Prices
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	Monthly Rates					Nonrecurring Charge		Interim Subject to True- up
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	
and Handling)								
Calling Name Delivery Query	\$0.000547					N/A	N/A	
Line Information Database Query	\$0.008292					N/A		
Query Transport	\$0.000105					N/A		
LVAS	\$0.000000					N/A		
*Includes NRC for STP port termination, signaling point code, and global title translation								
Directory Assistance *								
Directory Assistance	\$0.4010	per call						
Directory Assistance Call Completion (DACC)	\$0.2400	per call						
*The Final Arbitration Order required the use of the lowest existing inter-company compensation arrangement as this would allow SWBT to recover the costs of providing these services and is an appropriate rate. Recognizing the age of SWBT's contract, the Commission directs SWBT to charge its lowest existing inter-company compensation rates for agreements entered into after the August 28, 1996 effective date of Missouri's Senate Bill 507.								
Operator Services*								
Local /IntraLATA Operator Assistance (fully automated)	\$0.173							
Operator Work Seconds	\$0.020							
*The Final Arbitration Order required the use of the lowest existing inter-company compensation arrangement as this would allow SWBT to recover the costs of providing these services and is an appropriate rate. Recognizing the age of SWBT's contract, the Commission directs SWBT to charge its lowest existing inter-company compensation rates for agreements entered into after the August 28, 1996 effective date of Missouri's Senate Bill 507.								
Access to Directory Assistance								
Database, Attachment 6, 9.8.1								
Database Service		ICB						#
Direct Access, per search		ICB						#
Service Establishment		ICB						#

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Appendix Pricing UNE -
Schedule of Prices
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	Monthly Rates					Nonrecurring Charge		Interim Subject to True- up
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	
Call Branding (DA/OS)#								
Rate per branded call**		\$0.02						
Rate per initial load		\$2,325.00	per TOPS switch, per brand					
Rate per subsequent changes to brand		\$2,325.00	per TOPS switch, per brand					
** Rates, not applicable when SWBT OS/DA services are provided if AT&T facilities based with its own NXX and calls are sent to SWBT's OS/DA platform via a dedicated trunk group.								
#Subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket No. TO-97-40 or TO-98-115 or any other decision rendered by the Missouri Commission by December 31, 1998 in a proceeding initiated by AT&T.								
Service Rate Information (DA/OS)#								
Rate per initial load		\$0.00						#
Rate per subsequent rate change		\$0.00						#
Rate per subsequent reference change		\$0.00						#
#Subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket No. TO-97-40 or TO-98-115 or any other decision rendered by the Missouri Commission by December 31, 1998 in a proceeding initiated by AT&T.								
Operations Support Systems (OSS)								
System Access		\$3,345.00						
Remote Access Facility								
Direct Connection		\$1,580.00						
Dial-up Connection		\$316.00						
Service Order Charges - Unbundled Element								
CLEC Simple Conversion Charge						5.00 ** (Note 1)		
New Service						\$0.00		#
Change						\$0.00		#
Record						\$0.00		#
Disconnect						\$0.00		#
Suspend/Restore						\$0.00		#
Expedited						\$0.00		#
Manual Service Charge (See 3.6.4 of Appendix Pricing UNE)						\$0.00		#
PIC Change Charge						\$0.00		#
**Note 1 - No other nonrecurring charges apply under a CLEC Simple conversion								

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*Appendix Pricing UNE -
Schedule of Prices
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	<u>Monthly Rates</u>					<u>Nonrecurring Charge</u>		<u>Interim Subject to True- up</u>
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>		<u>Initial</u>	<u>Add'l</u>	
Dark Fiber								
Fiber Termination	\$4.50	\$4.50	\$4.50	\$4.50		\$42.52	\$28.41	
Fiber, per strand, per foot	\$0.002085	\$0.003156	\$0.004752	\$0.002085				
Dark Fiber Cross-Connect	\$47.00					\$100.00	\$70.00	#
Dark Fiber Records Research								
Subloop feeder						\$755.45	\$102.50	#
Interoffice						\$227.40	\$44.60	#
Maintenance of Service Charges								
		<u>Initial</u>	<u>Add'l</u>					
Basic Time		\$30.93	\$21.32	per 1/2 hr. or fraction thereof				
Overtime		\$36.35	\$26.73	per 1/2 hr. or fraction thereof				
Premium Time		\$41.77	\$32.15	per 1/2 hr. or fraction thereof				
Time and Materials Charges								
Basic Time		\$30.93	\$21.32	per 1/2 hr. or fraction thereof				
Overtime		\$36.35	\$26.73	per 1/2 hr. or fraction thereof				
Premium Time		\$41.77	\$32.15	per 1/2 hr. or fraction thereof				
NonProductive Dispatch Charges								
Basic Time		\$30.93	\$21.32	per 1/2 hr. or fraction thereof				
Overtime		\$36.35	\$26.73	per 1/2 hr. or fraction thereof				
Premium Time		\$41.77	\$32.15	per 1/2 hr. or fraction thereof				

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ATTACHMENT 7: ORDERING AND PROVISIONING
UNBUNDLED NETWORK ELEMENTS

1.0 General Requirements

- 1.1 SWBT will provide pre-order, ordering and provisioning services to IP Communications Corporation associated with unbundled Network Elements ("UNEs"), pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning - Unbundled Network Elements.
- 1.2 IP Communications Corporation may order, and SWBT will fill orders, for unbundled Network Elements as defined in Attachment 6. Multiple individual Elements may be requested by IP Communications Corporation from SWBT on a single Local Service Request (LSR) for a specific customer, without the need to have IP Communications Corporation send an LSR for each Element. IP Communications Corporation must specify when placing an order, in what order the unbundled Network components are to be connected, consistent with the industry standards referenced in paragraph 3.3 of this Attachment. SWBT will make available to IP Communications Corporation the information reasonably required for such specifications. The Parties will cooperate to implement this section until industry standards are developed.
- 1.3 For all unbundled Network Elements and Combinations ordered under this Agreement, SWBT will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from IP Communications Corporation) to the services SWBT provides to its end users.
- 1.4 SWBT and IP Communications Corporation agree to work together in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry standards for electronic interfaces for pre-order, ordering and provisioning. Neither Party waives any of its rights as participants in such forums in the implementation of the standards.
- 1.5 In ordering and provisioning unbundled Network Elements and Combinations, IP Communications Corporation and SWBT will utilize mutually agreeable standard industry order formats and data elements developed by the OBF and TCIF EDI. Network Elements will be ordered as either Common Use or Customer Specific as follows:
 - 1.5.1 Common Use unbundled Network Elements are defined as unbundled Network Elements provided by SWBT that are used by IP Communications Corporation to provide a Telecommunications Service but are not customer specific, including, without limitation, Common Transport, Dedicated Transport, tandem switching, signaling and call-related

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databases, Operator Services and DA, and Operations Support Systems. Common-Use Unbundled Network Elements will be ordered in a manner that is consistent with the OBF Access Service Request Process; in addition customized routing will be ordered in the same manner. When IP Communications Corporation orders an unbundled Local Switch Port, and does not order customized routing, SWBT will provide IP Communications Corporation access to SWBT's local network elements for the purposes of completing IP Communications Corporation end user calls without the need for an order for the following Common Use Network Elements: Common Transport; Signaling and Call Related databases; and Tandem Switching. IP Communications Corporation will pay the charges for usage of those elements in accordance with Appendix Pricing UNE - Schedule of Prices.

- 1.5.2 Customer Specific unbundled Network Elements are unbundled Network Elements provided by SWBT to IP Communications Corporation that are used to provide a Telecommunications Service to a single IP Communications Corporation Customer. Customer Specific unbundled Network Elements include, but are not limited to, the Local Loop, Local Switching and any combination thereof (e.g. local loop and switch port). The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific unbundled Network Elements. The applicable standard is TCIF EDI. SWBT agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) and Switch Element Form (formerly Port Form) developed by the OBF. The TCIF 850, 860, 855, 865 and 977 transactions will be used to convey all the necessary data to connect, modify or disconnect SWBT's Customer Specific unbundled Network Elements employed by IP Communications Corporation to deliver retail local services. IP Communications Corporation and SWBT will use a mutually agreeable X.25 or TCP/IP based network to exchange requests. IP Communications Corporation and SWBT will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.
- 1.6 SWBT will accept an 860 EDI transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the supplemental information from IP Communications Corporation. This treatment with respect to the 860 transaction will be accepted by both parties until the OBF clarifies the information exchanges associated with the supplementing orders and IP Communications Corporation and SWBT agree upon a mutually acceptable time frame for adapting their internal systems to accommodate the OBF clarifications. In no event will the time frame for adaptation extend more than one year past the date the OBF adopts standards for supplementing orders.

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2.0 Pre-Order Interface

- 2.1 SWBT and IP Communications Corporation agree to work together to implement the Electronic Gateway Interface (EGI) used for resold services that provides non-discriminatory access to SWBT's pre-order process. IP Communications Corporation and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date and Customer Service Record (CSR) information), subject to the conditions as set forth in Attachment 2: Ordering and Provisioning - Resale, Paragraph 1.4. The dispatch requirement and due date functionality (this due date functionality is specific to unbundled elements ordered in combination) will be provided not later than 90 days following the effective date of the revised Interconnection Agreement.

3.0 Ordering and Provisioning Interface

- 3.1 In areas where SWBT does not provide an electronic interface for the pre-order, ordering and provisioning processes, SWBT and IP Communications Corporation will develop manual work around processes until such time as the transactions can be electronically transmitted. If unbundled Network Elements or Combinations are provided by SWBT to IP Communications Corporation before electronic interfaces are established between IP Communications Corporation and SWBT, IP Communications Corporation will transmit pre-order, ordering and provisioning requests to the SWBT Local Service Center (LSC) via facsimile and/or telephone or other mutually agreed upon means to SWBT. The SWBT LSC will respond to IP Communications Corporation calls with the same level of service that SWBT provides pursuant to Section 1.5 of Attachment 2.
- 3.2 IP Communications Corporation and SWBT agree to implement the Electronic Gateway Interface, which will be transaction based, to provide the pre-service ordering information for Unbundled Network Elements (i.e., address verification, service and feature availability, telephone number assignment, and Customer Service Record Information (CSR) in English. SWBT and IP Communications Corporation also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning of the following elements: unbundled Local Loop, unbundled Local Loop with Interim Number Portability, Interim Number Portability, and unbundled Switch Ports. For these elements the order activity types supported include new connect, change, disconnect, inside move, outside move, records change, and conversion with change. Both Electronic Gateway Interface for pre-order and EDI for ordering and provisioning for the above listed elements will be available.
- 3.2.1 SWBT will make LEX available to IP Communications Corporation. The following order types may be processed via LEX: New Connect; Records, Change; (Features, Listings, interLATA and intraLATA (when available), Long Distance PICs); Conversion

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(resale or using unbundled network elements as specified); Outside move (e.g., From and To for a change of premises); Disconnect.

- 3.3 SWBT and IP Communications Corporation agree to work together to develop and implement an electronic communication interface that will replace the initial pre-order electronic interface and the ordering and provisioning EDI gateway and provide for Real Time data transfer, consistent with industry standards developed by the OBF and the TCIF. The Parties agree to implement this replacement interface as soon as practical, but no later than 180 days after the Electronic Communication Implementation Committee (ECIC) of TCIF standard reaches the status of "Final Closure," unless a later date is mutually agreed upon.
- 3.4 SWBT will provide a Single Point of Contact (SPOC) for all of IP Communications Corporation's pre ordering, ordering, and provisioning contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays). SWBT will respond to emergency requests for after hours pre ordering, ordering and provisioning via the Local Operations Center (LOC) 24 hrs/day, 7 days a week.
- 3.4.1 SWBT will provide pre ordering, ordering and provisioning services to IP Communications Corporation for unbundled Network Elements Monday through Friday from 8 a.m. to 5:30 p.m. through the LSC or the LOC as applicable. IP Communications Corporation may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SWBT provide Saturday, Sunday, holiday, and/or additional out of hours (other than Monday through Friday from 8:00 a.m. to 5:00 p.m.,) pre ordering, ordering, and/or provisioning services. If IP Communications Corporation requests that SWBT perform such services SWBT will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If IP Communications Corporation accepts SWBT's quote, SWBT will perform such services to IP Communications Corporation in the same manner as it does for itself and will bill IP Communications Corporation for the actual hours worked and materials used.
- 3.5 SWBT will provide availability to electronic systems interfaces for pre-order capabilities for unbundled Network Elements as set forth in Section 1.8 of Attachment 2: Ordering and Provisioning - Resale. SWBT will provide availability to electronic system interfaces for EDI file transmission for ordering unbundled Network Elements in parity with availability for ordering Resale Services. In any event, SWBT will provide IP Communications Corporation availability to electronic interfaces for all pre-order, ordering and provisioning processes equal to the availability that SWBT provides to itself. These electronic system interfaces will conform to the terms of Section 2.1 above and Section 7.1 below for the pre-ordering, ordering and provisioning of Customer Specific Unbundled Network Elements. SWBT will also provide to IP Communications Corporation a toll free nationwide telephone number to the LSC for issues connected to

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the electronic system interfaces (operational from 8:00 AM to 5:30 PM, Monday through Friday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of Unbundled Network Elements. SWBT will also provide a help desk function for electronic system interfaces with out-of-hours coverage from 5:30 PM to 8:00 PM, Monday through Friday, and from 8:00 AM through 8:00 PM on Saturday.

- 3.6 SWBT and IP Communications Corporation will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Unbundled Network Elements. On or before the Effective Date of this Agreement, SWBT will provide a disaster recovery plan associated with the recovery of any systems and/or functions connected with the pre-order, ordering and provisioning processes.
- 3.7 SWBT will recognize IP Communications Corporation as the customer of record for all Unbundled Network Elements ordered by IP Communications Corporation and will send all notices, invoices and pertinent information directly to IP Communications Corporation.
- 3.8 SWBT will provide the following to IP Communications Corporation upon request:
 - 3.8.1 Design Layout Record Card for designed unbundled Network Elements;
 - 3.8.2 advanced information on the details and requirements for planning and implementation of NPA splits via Accessible Letters; or, where SWBT is not the Central Office Code Administrator, to the extent the information is not available to IP Communications Corporation in the same manner it is available to SWBT, SWBT will provide copies of notices containing such information received by SWBT to IP Communications Corporation.
 - 3.8.3 a subset of the Street Address Guide (SAG), transmitted electronically, which includes street addresses and the associated serving switches, enabling IP Communications Corporation to map a customer address to a specific serving switch. SWBT will provide this information to IP Communications Corporation within ten (10) business days after the Effective Date of this Agreement and quarterly thereafter except as IP Communications Corporation may otherwise request. If IP Communications Corporation requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.
 - 3.8.4 A list of all services and features activated and working for each switch that SWBT may use to provide a Local Switching Element, by switch CLLI and NPA NXX. SWBT will also identify the switch manufacturer and currently loaded generic program level. Within ten (10) business days after the Effective Date of the Agreement, SWBT will provide IP

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Communications Corporation an initial electronic copy of this Information. SWBT will provide a complete update of the information to IP Communications Corporation electronically on a quarterly basis, or as IP Communications Corporation may otherwise request. If IP Communications Corporation requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.

- 3.9 Each Party will train its employees who have contact with the other Party not to discriminate against the other Party and not to disparage the other Party to the other Party's customers.
- 3.10 SWBT and IP Communications Corporation will work together to develop methods and procedures between SWBT's LSC and IP Communications Corporation's corresponding Work Center(s) and between SWBT's LOC and IP Communications Corporation's corresponding Work Center(s) regarding systems, work center interfaces, and to establish an agreed upon process for changing methods and procedures.
- 3.11 SWBT and IP Communications Corporation will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.
- 3.12 SWBT and IP Communications Corporation will establish mutually acceptable methods and procedures for handling all misdirected calls from IP Communications Corporation customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from IP Communications Corporation customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that IP Communications Corporation customers become identifiable, such customers will be directed to call IP Communications Corporation at a designated 800 number. IP Communications Corporation on a reciprocal basis will refer all misdirected calls that IP Communications Corporation receives from SWBT customers to a SWBT designated number. IP Communications Corporation and SWBT will agree on the scripts to be used for this purpose.

4.0 Pre-Ordering and Ordering Interface Requirements

- 4.1 SWBT will provide to IP Communications Corporation EDI electronic interfaces for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and other provisioning data and information. The EDI interfaces will be administered through a gateway that will serve as a single point of contact for the transmission of such data from IP Communications Corporation to SWBT, and from SWBT to IP Communications Corporation. The requirements and implementation of such a data transfer system are subject to future agreement by IP Communications Corporation and SWBT, but will conform to the terms of Section 3 of this Attachment.

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

5.0 Ordering Requirements

- 5.1 Upon IP Communications Corporation's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switched Port for any IP Communications Corporation local service customer. In such instances, all unbundled Network Elements provided by SWBT will remain intact. SWBT will implement any restoration priority for unbundled Local Switching in a manner that conforms with IP

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Communications Corporation requested priorities and any applicable regulatory policy or procedures. The charge for a Suspend/Restore order is reflected in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element Suspend/Restore".

5.2 Intentionally left blank

5.2.1 Intentionally left blank

5.3 When ordering unbundled Local Switching, IP Communications Corporation may order from SWBT separate interLATA and intraLATA service providers (i.e., two PICs), when available, on a line or trunk basis. SWBT will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

5.4 Unless otherwise directed by IP Communications Corporation, when IP Communications Corporation orders unbundled Local Switching, SWBT will make every attempt to insure that all pre-assigned trunk or telephone numbers currently associated with that Element will be retained. To the extent such losses occur, SWBT will work cooperatively with IP Communications Corporation to remedy such occurrences over time.

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

5.5 SWBT will provide order format specifications to IP Communications Corporation for all services, features, and functions available and for ancillary data required by SWBT to provision these services.

5.6 SWBT will provide IP Communications Corporation with standard provisioning intervals for all unbundled Network Elements.

5.7 For unbundled Local Switching, SWBT will update the E911 service provider information and establish primary directory listing, in accordance with Attachment 19: White Pages Listings, appropriate for the unbundled Local Switching, from IP Communications Corporation's service order.

5.8 At such time that IP Communications Corporation determines to use AIN features, the Parties will jointly determine ordering and provisioning procedures for AIN services.

- 5.9 On a conversion as specified order, SWBT will not require IP Communications Corporation to provide data that already exists in SWBT's database. (This does not include LIDB database.) IP Communications Corporation is willing to enumerate the elements to SWBT. However, SWBT will not move or delete the IP Communications Corporation's customer information in its databases unless asked to by IP Communications Corporation. If IP Communications Corporation wishes to change information in SWBT's database, IP Communications Corporation will provide the complete information to SWBT using the service order process.
- 5.10 When ordering elements, including either Customer-Specific Combinations or Common-Use Combinations, IP Communications Corporation may complete the order and specify the functionality of that Combination using national standards for ordering and provisioning, i.e., it will be necessary and sufficient for IP Communications Corporation to complete all fields on the LSR that the OBF has designated as required (or as conditional, if the condition is satisfied), unless both parties agree otherwise.
- 5.10.1 Combinations will be identified and described by IP Communications Corporation so that they can be ordered and provisioned together. All elements and functionalities will be enumerated using OBF defined fields (e.g., Pulse, Sgnl (signaling), TBE (Toll Billing Indicator, Feature, Feature Detail) and industry standard formats. IP Communications Corporation is willing to provide SWBT information that cannot be provided using standard OBF fields and values in a mutually agreed to manner. However, IP Communications Corporation will use the OBF defined fields as well as the values for those fields to identify the functionalities of the elements ordered.

6.0 Provisioning Requirements

- 6.1 Except in the event an IP Communications Corporation local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any IP Communications Corporation end user requested disconnection or rearrangement of Unbundled Network Elements or Combinations unless directed by IP Communications Corporation. Any IP Communications Corporation customer who contacts SWBT regarding a change in IP Communications Corporation service will be advised to contact IP Communications Corporation. Any SWBT customer who contacts IP Communications Corporation regarding a change in SWBT service will be advised to contact SWBT. In those instances when any IP Communications Corporation local service customer changes their local service provider to another LSP or SWBT, IP Communications Corporation will be notified as described in the LSP change notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.
- 6.2 Upon request from IP Communications Corporation, SWBT will provide an intercept referral message that includes any new telephone number of an IP Communications

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Corporation end user for the same period of time that SWBT provides such messages for its own end users. IP Communications Corporation and SWBT will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SWBT for its own end users.

- 6.3 SWBT will provide IP Communications Corporation with an FOC for each order (multiple WTNs may be included on one order) within 24 hours of SWBT's receipt of that order. The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date and Service Order number.
- 6.4 Upon work completion, SWBT will provide IP Communications Corporation with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT will provide IP Communications Corporation and 865 EDI transaction based Order Completion. This capability will be available when standards are completed by OBF and TCIF / EDI Committees or as agreed to by the Parties.
- 6.5 SWBT maintains that all UNEs sold to IP Communications Corporation meet the specifications contained in SWBT's technical publications. If upon testing IP Communications Corporation determines that the UNE does not meet the specifications contained in SWBT's technical publications, upon receipt of a trouble report, SWBT will repair or replace the UNE to meet the specifications contained in SWBT's technical publications at its own expense. IP Communications Corporation may charge SWBT for pre-service testing expenses only if the inspection reflects that SWBT is in substantial noncompliance with the specifications contained in SWBT's technical publications.
- 6.6 As soon as identified, SWBT will provide IP Communications Corporation a 997 EDI transaction based Rejection/errors notification occurring in any of the EDI data element(s) fields contained on any IP Communications Corporation order. IP Communications Corporation will provide 997s for the 855 and 865 EDI Transactions originating from SWBT.
- 6.7 SWBT and IP Communications Corporation agree to identify a mutually acceptable date for implementation of the 855 EDI transaction-based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Unbundled Network Elements later than 120 days from the finalization of the OBF guidelines for this transaction or date otherwise mutually agreed to by the parties. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing IP Communications Corporation access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim manual basis, until the 855 transaction is available, SWBT and IP Communications Corporation will establish mutually acceptable methods and procedures for handling the processes for a jeopardy

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notification or missed appointment when SWBT becomes aware of the jeopardy or missed appointment. Alternatively, IP Communications Corporation may access provisioning status information via the SWBT Order Status Application on the SWBT Toolbar.

- 6.8 When a SWBT employee visits the premises of an IP Communications Corporation customer in respect to installation, maintenance and repair services, the SWBT employee will inform the customer that he or she is there acting on behalf of IP Communications Corporation. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) will also inform the customer that SWBT was on their premises acting on behalf of IP Communications Corporation. "IP Communications Corporation branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with IP Communications Corporation's customers, will be furnished to SWBT by and at the sole expense of IP Communications Corporation. SWBT will not rebrand its vehicles and personnel. IP Communications Corporation will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "IP Communications Corporation branded" materials via a toll free telephone number provided by IP Communications Corporation, for delivery to an address specified by SWBT or the technician.
- 6.9 SWBT technicians will refer IP Communications Corporation local customers to IP Communications Corporation, if an IP Communications Corporation local customer requests a change to the service order dispatched at the time of installation. When a SWBT employee visits the premises of an IP Communications Corporation local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of IP Communications Corporation.
- 6.10 SWBT will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain IP Communications Corporation's approval prior to commencing construction under an IP Communications Corporation order for such service.
- 6.11 When industry standards are established, and SWBT and IP Communications Corporation mutually agree to an implementation schedule, SWBT will provide provisioning status notification for all provisioning orders issued to SWBT by IP Communications Corporation.
- 6.12 When IP Communications Corporation orders unbundled Local Switching, IP Communications Corporation may also obtain all installed technically available features and functions from the specified SWBT switch (e.g., CLASS, and LASS features).

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7.0 Performance Requirements

- 7.1 When IP Communications Corporation places an LSR, IP Communications Corporation will specify a requested Due Date (DD), and SWBT will specify a DD based on the applicable intervals. In the event IP Communications Corporation's requested date is less than the applicable interval, IP Communications Corporation will contact SWBT and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable charges will apply as reflected in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element Expedited". SWBT will not complete the order prior to the DD or later than the DD unless authorized by IP Communications Corporation.
- 7.2 Within two (2) business hours after a request from IP Communications Corporation for an expedited order, SWBT will notify IP Communications Corporation of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8:00 a.m. and 5:00 p.m.
- 7.3 Once an order has been issued by IP Communications Corporation and IP Communications Corporation subsequently requires a new DD that is sooner than the committed DD, IP Communications Corporation will issue an expedited modify order. SWBT will notify IP Communications Corporation within two (2) business hours of the status of the order requesting the new DD.
- 7.4 IP Communications Corporation and SWBT will agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SWBT will notify IP Communications Corporation of any modifications to these contacts within one (1) week of such modifications.
- 7.5 SWBT will provide: (a) percent missed DD; (b) percent right the first time - 30 days; (c) percent no access (a, b, and c will be measured and reported on a monthly basis by SWBT for both IP Communications Corporation customers and SWBT customers); and (d) LOC response time. SWBT will provide the same level of service to IP Communications Corporation customers as it provides to its own customers.
- 7.6 When new processes and electronic interfaces are implemented between IP Communications Corporation and SWBT, SWBT and IP Communications Corporation will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and IP Communications Corporation. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.

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8.0 Intervals For Order Completion for UNE and Other Items

- 8.1 SWBT will provide the provisioning intervals as outlined in Attachment 17 of this Agreement.

9.0 Operational Readiness Test (ORT) for Ordering/Provisioning

- 9.1 SWBT will participate with IP Communications Corporation in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than April, 1997.

10.0 Pricing

- 10.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".

11.0 Applicability of Other Rates, Terms and Conditions

- 11.1 *Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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ATTACHMENT 8: MAINTENANCE -
Unbundled Network Elements

1.0 General Requirements

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

2.0 Maintenance Requirements

- 2.1 SWBT will provide maintenance for all unbundled Network Elements and Combinations ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.
- 2.2 SWBT will provide the maintenance measurements as outlined in Attachment 17 of this Agreement.
- 2.3 When scheduled maintenance is required on a network element dedicated to IP Communications Corporation, SWBT will work with IP Communications Corporation to schedule such maintenance. SWBT will make reasonable accommodations to IP Communications Corporation when scheduling the maintenance of a dedicated network element.

3.0 Electronic Bonding

- 3.1 SWBT and IP Communications Corporation agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228, to support repair and maintenance of Unbundled Network Elements and Combinations.
- 3.2 IP Communications Corporation and SWBT agree to work together to implement Phase I of EBI as set forth in Fault Management Electronic Bonding Interface for Local Service - Version 3, Draft 1, dated January 13, 1997, or as subsequently modified and provided to SWBT by January 15, 1997. Phase 1 is tentatively scheduled to be completely operational by August, 1997, with testing beginning April, 1997. If IP Communications Corporation fails to begin testing by April, 1997, SWBT will require IP Communications Corporation to negotiate new testing and completely operational dates. Phase 1 will provide the following functions:

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- a) the ability to enter a new trouble ticket electronically;
 - b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket;
 - c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;
 - d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type;
- 3.3 SWBT and IP Communications Corporation agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide IP Communications Corporation the following capabilities, including, but not limited to:
- a) performing feature and line option verification and request corrections;
 - b) performing network surveillance (e.g., performance monitoring);
 - c) initiating and receiving test results;
 - d) receiving immediate notification of missed appointments;
 - e) identifying existing cable failures (by cable and pair numbering).
- 3.3.1 SWBT agrees to notify IP Communications Corporation of upgrades to existing test systems associated with UNEs and the deployment of new test systems within SWBT and to negotiate terms, conditions and prices with IP Communications Corporation to allow IP Communications Corporation to use such systems through a controlled interface when possible.
- 3.3.2 This EBI will conform to ANSI standards T1.227:1995 and T1.228:1995, Electronic Communication Implementation Committee (ECIC) Trouble Report format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents, as mutually agreed upon by IP Communications Corporation and SWBT.
- 3.3.3 The Parties will use and acknowledge functions currently implemented for reporting troubles. These functions include Enter Trouble, Request Trouble Report Status, Add

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Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in clauses 6 and 9 of ANSI T1.228:1995.

3.3.4 IP Communications Corporation and SWBT will exchange requests over a mutually agreeable network. IP Communications Corporation and SWBT will translate maintenance requests or responses originating in their internal processes into the agreed attributes and elements.

3.4 SWBT and IP Communications Corporation will modify the EBI to incorporate updates to the applicable ANSI and ECIC standards referenced above, unless the Parties agree to defer or forego a particular modification.

4.0 Repair Service Response

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

5.0 Intercompany Communications

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

6.0 Emergency Restoration Plan

SWBT will provide IP Communications Corporation with mutually agreed upon emergency restoration and disaster recovery plans. Such plans will include, at a minimum, the following:

6.1 the establishment of a single point of contact (SPOC) responsible for initiating and coordinating the information relating to the status of maintenance/restoration efforts and

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- problem resolution for all unbundled Network Elements and Combinations for IP Communications Corporation;
- 6.2 disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
 - 6.3 the SWBT NMSC will notify IP Communications Corporation's Denver NMC of all activities involving central office and interoffice networks.
 - 6.4 the SWBT LOC (Local Operations Center) will notify the IP Communications Corporation CNSC of any local loop facility activities or failures, as the SWBT LOC becomes aware of them. SWBT must notify IP Communications Corporation of maintenance work in the following situations: (1) when maintenance activity is planned; (2) when there are unexpected major outages. When scheduled maintenance is required on a network element dedicated to IP Communications Corporation, SWBT will work with IP Communications Corporation to schedule such maintenance. SWBT will make reasonable accommodations to IP Communications Corporation when scheduling the maintenance of a dedicated network element.
 - 6.5 methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
 - 6.6 methods and procedures for reprovisioning of all unbundled Network Elements and Combinations after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for IP Communications Corporation carry equal priority with SWBT TSP services for restoration. SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;
 - 6.7 site specific disaster recovery plans for LOC and LSPSC provisioning work centers in accordance with LOC Disaster Recovery Plan Summary dated April 22, 1996, and SWBT LSPSC Plan dated June 4, 1996, and as subsequently modified;
 - 6.8 site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified; and
 - 6.9 generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices,

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Commercial Power, Facility Outages dated May 13, 1996, and as subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.

7.0 Misdirected Repair Calls

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

8.0 Repair Procedures

SWBT agrees to the following:

- 8.1 Prior to Electronic Bonding Interface (EBI), IP Communications Corporation will refer repair calls to the SWBT LOC by telephone or via the SWBT Toolbar. After implementation of EBI, IP Communications Corporation may from time to time call the SWBT LOC. In either event, the following will apply: The SWBT LOC will answer its telephone and begin taking information from IP Communications Corporation at the same level of service as provided to SWBT's customers when calling the Customer Service Bureau ("CSB"). The Speed of Answer performance will be provided monthly once the LOC has the equipment to measure calls and the data provided will be for all calls for all LSPs answered by the LOC.
- 8.2 SWBT will provide a single point of contact (SPOC) for all of IP Communications Corporation's maintenance requirements under this Attachment (via an 800 number to the LSPC) twenty-four (24) hours per day, seven (7) days per week.

The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in SWBT and IP Communications

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Corporation LOCAL Service division Joint Implementation Agreement, Version 1.0 signed by both parties on 9/4/97.

- 8.3 On a reciprocal basis, IP Communications Corporation will provide a single point of contact (SPOC) for all of IP Communications Corporation's maintenance requirements under this Attachment (via an 800 number to the CNSC) twenty four (24) hours per day, seven (7) days per week.
- 8.4 IP Communications Corporation will utilize the Toolbar or the EBI to obtain the status of open and closed trouble reports.
- 8.5 While in manual mode operation, SWBT will provide IP Communications Corporation "estimated time to restore." The SWBT LSPC will notify the IP Communications Corporation CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SWBT for a maximum of four months after IP Communications Corporation's market entry date in SWBT states, or until this capability is available through EBI, or until IP Communications Corporation elects to utilize the Toolbar program to obtain this status. The status of all other tickets will be given to the IP Communications Corporation CNSC through the fax of a daily log (faxed the next morning to the IP Communications Corporation CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).
- 8.6 Notice of emergency network outages, as defined in this Attachment, will be provided to the IP Communications Corporation NMC within one (1) hour.
- 8.7 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Unbundled Network Elements and Combinations service:

a) speed of answer in the LOC -

Note: Comparison will be made against the results for speed of answer in SWBT's CSBs (where SWBT's customers call in to refer troubles directly);

b) percent missed commitments for nondesigned services;

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c)	average outage duration time: nondesigned — receipt to clear; designed — mean time to repair;
d)	percent right the first time (repeat reports): nondesigned — 10 days; designed — 30 days;
e)	percent report rate nondesigned - Note: Comparison will be applicable only after IP Communications Corporation's customer base equals or exceeds 300,000 lines;
f)	percent no access - nondesigned.

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

- 8.8 For purposes of this Section, service through an Unbundled Network Element or Combination is considered restored or a trouble resolved when the quality of Unbundled Network Element or Combination service is equal to that provided before the outage or the trouble occurred.

9.0 Escalation Procedures

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

10.0 Premises Visit Procedures

- 10.1 SWBT Maintenance of Service Charges, when applicable, will be billed by SWBT to IP Communications Corporation, and not to IP Communications Corporation's end-user customers.

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- 10.2 Dispatching of SWBT technicians to IP Communications Corporation Customer premises shall be accomplished by SWBT pursuant to a request received from IP Communications Corporation.
- 10.3 When a SWBT employee visits the premises of an IP Communications Corporation local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of IP Communications Corporation. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of IP Communications Corporation. "IP Communications Corporation branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with IP Communications Corporation's customers, will be furnished to SWBT by and at the sole expense of IP Communications Corporation. SWBT will not rebrand its vehicles and personnel. IP Communications Corporation will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "IP Communications Corporation branded" materials via a toll free telephone number provided by IP Communications Corporation, for delivery to an address specified by SWBT or the technician.
- 10.4 If a trouble cannot be cleared without access to IP Communications Corporation's local customer's premises and the customer is not at home, the SWBT technician will leave at the customer's premises an "IP Communications Corporation branded" "no access" card requesting the customer to call IP Communications Corporation for rescheduling of repair.
- 11.0 Testing**
- 11.1 All unbundled Network Elements and/or Combination of Element troubles determined not to be end-user customer related or in IP Communications Corporation's provided network facilities will be reported by IP Communications Corporation to SWBT. Upon receipt of a trouble report on unbundled Network Element(s), SWBT will test and sectionalize all elements purchased from (or provided by) SWBT. If SWBT determines that a trouble is isolated or sectionalized in network facilities provided by IP Communications Corporation, then SWBT will refer the trouble ticket back to the IP Communications Corporation Work Center (CNSC) for handling.
- 11.2 SWBT and IP Communications Corporation agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between SWBT and IP Communications Corporation under which they will work together.

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12.0 Pricing

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

13.0 Applicability of Other Rates, Terms and Conditions

- 13.1 *Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

ATTACHMENT 9: BILLING - OTHER**1.0 Introduction**

- 1.1 This Section describes the requirements for the Parties to bill all charges the Parties incurred other than those addressed in Attachment 4: Connectivity Billing - Resale.

2.0 Billing Information and Charges for UNE

- 2.1 SWBT and IP Communications Corporation have mutually agreed that SWBT will provide a BAN for each class of service within the same LATA. There is no distinction between Residence and Business for unbundled network elements.
- 2.2 SWBT will provide IP Communications Corporation a monthly bill that includes all charges incurred by and credits and/or adjustments due to IP Communications Corporation for those Unbundled Elements, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by SWBT to IP Communications Corporation will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to IP Communications Corporation. Bills will not be rendered for any Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges will be identified as "Local" and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.
- 2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

3.0 Issuance of UNE Bills

- 3.1 SWBT will issue all bills in accordance with the terms and conditions set forth in this Section. SWBT will establish monthly billing dates (Bill Date) for each BAN, as further defined in the CABS documents and EDI/BOS document (e.g. AIN), which Bill Date will be the same day month to month. Each BAN will remain constant from month to month,

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unless changed as agreed to by the Parties. SWBT will provide IP Communications Corporation at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. SWBT will provide one invoice associated with each BAN. All bills must be received by IP Communications Corporation no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 3.2 SWBT will issue all bills containing billing data and information in accordance with CABS Version 26.0 with exceptions noted in the Differences List, or such later versions of CABS as are published by Bellcore, or its successor, and as further described in AT&T's publication, Unbundled Network Elements Interconnections Interface Requirements, (Sept. 19, 1996) (hereafter AT&T UNE Interface Specifications). To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by February 1, 1997.
- 3.3 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. IP Communications Corporation will provide SWBT reasonable (within 24 hours) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to IP Communications Corporation, at SWBT's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4.0 Electronic Transmissions

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

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

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

Production Dataset

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

Test Dataset

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

5.0 Tape Or Paper Transmissions

- 5.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via

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magnetic tape or paper (as agreed to by IP Communications Corporation and SWBT). Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations designated by each Party. The Parties acknowledge that all tapes transmitted to the other Party via US Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

6.0 Testing Requirements

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

7.0 Additional Requirements

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

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