

## EXHIBIT B - LIST OF SWBT'S OTHER SERVICES AVAILABLE FOR RESALE

	B	C	D	F	G	H	I	J	K	L	M	N
	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale		
1	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2		GE 7.3.2.6								0.0%	0.0%	In addition to meeting the qualifications specified in Paragraph 7.3.2.3, an eligible customer must sign an affidavit certifying that the qualification is met. The affidavit will be retained on file with the Telephone Company.
149		GE 7.3.2.8								0.0%	0.0%	The following local exchange services are eligible for a discount under this program: Flat Rate Single-Line Bus., Flat Rate Multi-Line Bus., Flat Rate Analog Trnk. Information Terminal Svc. Digital Trans. Loop Argument for Digital Loop Svc.(MTM)
150	MISCELLANEOUS SERVICE	GE 13										
151	OFFERINGS	GE 13.20.2										
152	Toll Restriction	GE 13.20.2.A	DH2	\$ 3.00	\$ 2.75					19.2%	19.2%	Install charge and serv. equip charge do not apply when associated with 2nd line control in Sec. 13.32.
153	Per RESIDENCE line equipped	GE 13.20.2.A	DH2	\$ 3.00	\$ 2.75					19.2%	19.2%	
154	Installation/Move Charges	GE 13.20.2.A	DH2	\$ 20.00	\$ 4.75					19.2%	19.2%	
155	Service/Equipment Charges	GE 13.20.2.A	DH2	\$ 20.00	\$ 2.75					19.2%	19.2%	
156	Per Business line equipped	GE 13.20.2.A	DH2	\$ 20.00	\$ 2.75					19.2%	19.2%	
157	Installation/Move Charges	GE 13.20.2.A	DH2	\$ 20.00	\$ 5.50					19.2%	19.2%	
158	Service/Equipment Charges	GE 13.20.2.A	DH2	\$ 20.00	\$ 5.50					19.2%	19.2%	
159	Service/Equipment Charges	GE 13.20.2.A	DH2	\$ 20.00	\$ 5.50					19.2%	19.2%	
160	Service/Equipment Charges	GE 13.20.2.A	DH2	\$ 20.00	\$ 5.50					19.2%	19.2%	
161	900 Call Restriction	GE 13.21.2	GREXX									N/C
162	Single Payment Option -	GE 13.21.2	GREXX									
163	RESIDENCE	GE 13.21.2	GREXX		\$ 18.25					19.2%	19.2%	Applies per station for Plexar, Centrex.
164	Single Payment Option - BUSINESS	GE 13.21.2	GREXX		\$ 18.25					19.2%	19.2%	
165	BILL Plus	GE 13.22										
166	Diskette	GE 13.22.3.A	CBRO	\$ 8.00	\$ 150.00					5.0%	5.0%	NTS
167	Duplicate Diskette	GE 13.22.3.C	CBRO	\$ 8.00						5.0%	5.0%	NTS
168		GE 13.22.3.C	OBM							5.0%	5.0%	
169		GE 13.22.3.C	ANPH3							5.0%	5.0%	
170		GE 13.22.3.C	ANPL3							5.0%	5.0%	
171		GE 13.22.3.C	ANPH5							5.0%	5.0%	
172		GE 13.22.3.C	ANPL5							5.0%	5.0%	
173	Consolidated Billing	GE 13.23.3										
174	Charge to establish CBA	GE 13.23.3	D99		N/C					5.0%	5.0%	NTS
175	Charge to include SUB in CBA	GE 13.23.3	D99		N/C					5.0%	5.0%	NTS
176	Prepaid Calling Card Service	GE 13.32.4										
177	Per minute or fraction thereof	GE 13.32.4					\$ 0.40			0.0%	0.0%	NTS
178	Per minute or fraction thereof	GE 13.32.4					\$ 0.40			0.0%	0.0%	NTS
179	Per minute or fraction thereof	GE 13.32.4					\$ 0.40			0.0%	0.0%	NTS
180	RESTORATION OF SERVICE	GE 16								0.0%	0.0%	
181	Service and Equipment Charge	GE 16								0.0%	0.0%	
182	Residence	GE 16.1.1			\$ 15.25					0.0%	0.0%	
183	Business	GE 16.1.1			\$ 15.75					0.0%	0.0%	
184	Business	GE 16.1.1			\$ 15.75					0.0%	0.0%	
185	Business	GE 16.1.1			\$ 15.75					0.0%	0.0%	
186	900 Call Restriction	GE 16.19								19.2%	19.2%	No Service Conn Charge
187	Per residence line equipped	GE 16.19.2.A	GREXB							19.2%	19.2%	

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	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale		
1	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2	Per business line equipped		CREXB		\$	12.00				19.2%	19.2%	Applies per station for Plexar. Centre. NRC will be waived for bus customers for 60 days. Install Chg - \$11.50
188	976 or 900 per residence line (n'l req.)	GE 16.19.2.A								19.2%	19.2%	
189	976 or 900 per business line (n'l req.)		CREXN							19.2%	19.2%	
190	976 or 900 per residence line (sub. req.)		CREXN							19.2%	19.2%	
191	976 or 900 per residence line (sub. req.)		CREXV							19.2%	19.2%	
192	976 or 900 per business line (sub. req.)		CREXV							19.2%	19.2%	
193												
194	Travel Charge	GE 19.1.4								0.0%	0.0%	
195	Charges/Time Sensitive Charge Plan	GE 19.1.4(B)								0.0%	0.0%	
196	Initial Travel Charge, 1st 15 minutes				\$	39.50				0.0%	0.0%	
197	Add'l Travel Charge, ea. add'l 15 min. or fraction	GE 19.1.4(B)			\$	14.25				0.0%	0.0%	
198												
199	SERVICE LINE SERVICE	GE 20								0.0%	0.0%	
200	Standard Arrangement	GE 20.1.1	LSF	\$	1.10					0.0%	0.0%	\$
201	Standard Arrangement	GE 20.1.1	RTE	\$	1.10					0.0%	0.0%	\$
202												
203	SUSPENSION OF SERVICE	GE 22										
204	Customer's Service May Be Suspended	GE 22.1.2										
205	At Their Own Request, temporary											
206	Residence	GE 22.1.2(A)(7)			\$	17.25					0.0% NTS	
207	Business	GE 22.1.2(A)(7)			\$	20.50					0.0% NTS	
208												
209	SHARED TENANT SERVICE (STS)	GE 37									0.0%	Not a Retail Offering
210	ARRANGEMENTS											
211	Rates	GE 37.8									0.0%	Not a Retail Offering
212	EXCHANGE INTERCONNECTION	GE 42									0.0%	
213	SERVICE											
214	Local Serving Arrangement (LSA)											
215	Circuit Switched Voice Grade											
216	Connection											
217	Access Link - 2 Wire Per Facility	GE 42.8.1.A.1.	IRSV2	\$	31.00	\$	150.00			0.0%	0.0%	Not a Retail Offering
218	ADDITIONAL UNIT			\$	31.00	\$	85.00			0.0%	0.0%	Not a Retail Offering
219	DSI, Per Facility		IRSD4	\$	165.00	\$	800.00			0.0%	0.0%	Not a Retail Offering
220	ADDITIONAL UNIT			\$	165.00	\$	470.00			0.0%	0.0%	Not a Retail Offering
221	Features/Functions											
222	SWITCH TERMINATIONS	GE 42.8.1.A.2.										
223	ANALOG VOICE GRADE (LINE SIDE), (SELECT ONE)											
224	INWARD		BITX	\$	3.40	\$	1.00			0.0%	0.0%	Not a Retail Offering
225	ADDITIONAL UNIT			\$	3.40	\$	1.00			0.0%	0.0%	Not a Retail Offering
226	OUTWARD		BITOX	\$	3.40	\$	1.00			0.0%	0.0%	Not a Retail Offering

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0000202

	B	C	D	F	G	H	I	J	K	L	M	N
	SWBT MISSOURI	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT Retail Price Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Recurring	Non-Recurring	Comments
1	SWBT Service Name											
2												
226	ADDITIONAL UNIT			\$ 3.40	\$ 1.00					0.0%		0.0% Not a Retail Offering
227	2-WAY		B1NCX	\$ 3.40	\$ 1.00					0.0%		0.0% Not a Retail Offering
228	ADDITIONAL UNIT			\$ 3.40	\$ 1.00					0.0%		0.0% Not a Retail Offering
229	MULTI-PLXED ARRANGEMENTS											
230												
231	Multiplexed DS1 to Voice, Per DS1											
232	ACCESS LINK		MU74X	\$ 195.00						0.0%		Not a Retail Offering
233	Analog Voice Grade Channel Interconnection, Per Activated Channel		N2X2X	\$ 3.90	\$ 55.00					0.0%		0.0% Not a Retail Offering
234	Channel			\$ 3.90	\$ 45.00					0.0%		0.0% Not a Retail Offering
235	ADDITIONAL UNIT											
236	SUBSEQUENT ORDER											
237	Analog Voice Grade Channel Interconnection, Per Activated Channel		N2X2X	\$ 3.90	\$ 75.00					0.0%		0.0% Not a Retail Offering
238	Channel			\$ 3.90	\$ 45.00					0.0%		0.0% Not a Retail Offering
239	ADDITIONAL UNIT											
240	TRANSPORT	GE 42.8.1.A.3										
241	Originating TERMINATING WITHIN THE LOCAL						\$ 0.01			0.0%		Not a Retail Offering
242												
243	CALLING SCOPE											
244	0-1 MILES						\$ 0.04			0.0%		Not a Retail Offering
245	1-25 MILES						\$ 0.04			0.0%		Not a Retail Offering
246	OVER 25 MILES						\$ 0.05			0.0%		Not a Retail Offering
247												
248	REARRANGEMENT CHARGES											
249	Change Type of Supervisory Signaling											
250	Per Switch Termination	GE 42.8.2A		\$ 40.00							0.0%	Not a Retail Offering
251												
252	Change Directionality											
253	Per Switch Termination	GE 42.8.2B		\$ 25.00							0.0%	Not a Retail Offering
254												
255	OPTIONAL SERVICE FEATURES											
256	SUBSCRIBER INFORMATION	GE 42.8.3.1.C(1)	MIN1	\$ 250.00	\$ 800.00					0.0%		0.0% Not a Retail Offering
257	INTERFACE											
258	ORIGINATING CALL INFORMATION	GE 42.8.3.1.C(2)										
259	PER CALL DELIVERED						\$ 0.01			0.0%		IN ADDITION, A 420 TYPE DATA CHANNEL IS REQUIRED. PRIVATE LINE CHARGES APPLY.
260												Not a Retail Offering
261	OPTIONAL EXPANDED CALLING											
262	SCOPE											
263	Local Metropolitan Option "A"	GE 42.8.3.2.A	EXC1H	\$ 10.75	AVAILABLE ONLY IN GREENWOOD, GRAY VALLEY					0.0%		Not a Retail Offering

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2					AND SMITHVILLE EXCHANGES							
264												
265	Local Metropolitan Option "B"	GE 42.8.3.2.B.	EXCTJ	\$ 10.00	AVAILABLE ONLY IN CHESTERFIELD, FENTON, MANCHESTER, MAXVILLE AND VALLEY PARK EXCHANGES					0.0%		Not a Retail Offering
266												
267												
268	Spec. Opt. Local Metropolitan "A"	GE 42.8.3.2.C.	EXCTK	\$ 16.35	AVAILABLE ONLY IN ANTONIA, POND, EUREKA					0.0%		Not a Retail Offering
269					AND PORTAGE DES SIOUX EXCHANGES							
270												
271	Spec. Opt. Local Metropolitan "B"	GE 42.8.3.2.D.	EXCTL	\$ 16.60	AVAILABLE ONLY IN HIGH RIDGE, IMPERIA					0.0%		Not a Retail Offering
272					ST. CHARLES AND HARVESTER EXCHANGES							
273												
274	IF ORDERED ON THE SAME ORDER AS RELATED LSA, NO ADDITIONAL SERVICE CHARGE APPLIES. IF ORDERED FOR AN EXISTING LSA, EACH LSA IS ASSESSED THE SERVICE CHARGE FOUND IN THE LOCAL EXCHANGE TARIFF											
275												
276												
277	FOR CHANGE OF TELEPHONE NUMBER.											
278												
279	WIRELESS CARRIER TARIFF											
280	PSC.MO.-NO. 40											
281	Terminating Usage Rates:	WC 7.1										
282	Type 1 (Within Local Call Scope)	WC 7.1.A										Not a Retail Offering
283												
284												
285	0-1 miles					\$ 0.02				0.0%		Not a Retail Offering
286	Over 1-25 miles					\$ 0.03				0.0%		Not a Retail Offering

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0000204

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	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale		
1	SWBT Service Name	Missouri Tariff Cite (Name, Sect. Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2												
287	Over 25 - 50 miles					\$ 0.03				0.0%		Not a Retail Offering
288	Over 50 miles					\$ 0.04				0.0%		Not a Retail Offering
289	Type 2A (Within Local Call Scope):	WC 7.1.B										
290	0-1 mile					\$ 0.02				0.0%		Not a Retail Offering
291	Over 1 - 25 miles					\$ 0.02				0.0%		Not a Retail Offering
292	Over 25 - 50 miles					\$ 0.02				0.0%		Not a Retail Offering
293	Over 50 miles					\$ 0.03				0.0%		Not a Retail Offering
294												
295	Type 2B (Within Local Call Scope):	WC 7.1.C				\$ 0.01				0.0%		Not a Retail Offering
296												
297	Type 1 & Type 2A (Outside Local Call Scope):	WC 7.1.D										
298	Local Switching					\$ 0.01				0.0%		Not a Retail Offering
299	Carrier Common Line (Originating)					\$ 0.01				0.0%		Not a Retail Offering
300	Carrier Common Line (Terminating)					\$ 0.02				0.0%		Not a Retail Offering
301	Local Transport:											
302	0 - 1 mile					\$ 0.01				0.0%		Not a Retail Offering
303	1 - 25 miles					\$ 0.01				0.0%		Not a Retail Offering
304	25 - 50 miles					\$ 0.02				0.0%		Not a Retail Offering
305	Over 50 miles					\$ 0.03				0.0%		Not a Retail Offering
306												
307	Area Wide Calling Plan Usage Rates:	WC 7.2.A										
308	Option 1					\$ 0.01	\$ 0.02			0.0%		Not a Retail Offering
309	Option 2	WC 7.2.B										
310												
311	Directory Assistance Service:	WC 7.3				\$ 0.30				0.0%		Not a Retail Offering
312	Directory Assistance, per call:	WC 7.3.A										
313	Directory Transport (Call Miles):	WC 7.3.B										
314	0 - 1 mile					\$ 0.00				0.0%		Not a Retail Offering
315	Over 1 - 25 miles					\$ 0.01				0.0%		Not a Retail Offering
316	Over 25 - 50 miles					\$ 0.02				0.0%		Not a Retail Offering
317	Over 50 miles					\$ 0.04				0.0%		Not a Retail Offering
318												
319	Telephone Number Groups & Dedicated NXX:	WC 7.4										
320	First 100 #s assigned:	WC 7.4.A	RS1		\$ 135.00						0.0%	Not a Retail Offering
321	Svc & Equipment	NRBC9			\$ 8.50						0.0%	Not a Retail Offering
322	Per Additional 100 #s assigned:	WC 7.4.B	RS1		\$ 90.00						0.0%	Not a Retail Offering
323	Svc & Equipment	NRBC9			\$ 8.50						0.0%	Not a Retail Offering
324	First 1000 #s assigned:	WC 7.4.C	RQE		\$ 2,400.00						0.0%	Not a Retail Offering
325	Svc & Equipment	NRBC9			\$ 8.50						0.0%	Not a Retail Offering
326	Per Additional 1000 #s assigned:	WC 7.4.D	RQE		\$ 610.00						0.0%	Not a Retail Offering
327												

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1	SWBT Service Name											
2	Svc & Equipment		NRBC9		\$ 8.50							Not a Retail Offering
328												
329	Per Dedicated NXX Code	WC 7.4.E	RSA		\$ 4,800.00							Not a Retail Offering
330	Svc & Equipment		NRBC9		\$ 8.50							Not a Retail Offering
331	Per NXX (New or Change)	WC 7.4.F	NRBC8		\$ 3,950.00							Not a Retail Offering
332	Svc & Equipment		NRBC9		\$ 8.50							Not a Retail Offering
333	Voice Activated Dialing (p/directory 30 numbers)	WC 7.5		\$ 2.20						0.0%		Not a Retail Offering
334	DACC Tape - Per Tape	WC 7.5D			\$ 6.00							Not a Retail Offering
335	Nonrecurring Charges:	WC 7.6										
336	Type 2B - per 2B End Office	WC 7.6.A	AG9		\$ 200.00							Not a Retail Offering
337	Change for Type 1 to Type 2A, per end office	WC 7.6.B	NRBC1		\$ 70.00							Not a Retail Offering
338	Redesignate End Office Rate	WC 7.6.C	NRBCX		\$ 50.00							Not a Retail Offering
339	Center for Type 2A, per change											
340	CCS/SS7 for Type 2A	WC 7.6.D										
341	Interconnection											
342	Trunk Conversion (1st per group)		NRBST		\$ 130.00							Not a Retail Offering
343	Add Trunk Conversion (per group)		NRBST		\$ 15.00							Not a Retail Offering
344	EMERGENCY SERVICES	GE 46										
345	NETWORK											
346	EMERGENCY SERVICES	GE 46.3	PEFX9	\$ 85.00	\$ 50.00					0.0%		Not a Retail Offering
347	NTWKLINK, PER LINK											
348	Telecommunications Service	DL 7.1.4.A										
349	Priority (TSP) System											
350	1. PRIORITY INSTALLATION OF DIGITAL LINK SRVC											
351	PRIME SERVICE VENDOR	P1APX			\$ 50.00							0.0% NTS
352	SUBCONTRACTOR	P1ASX			\$ 50.00							0.0% NTS
353	2. PRIORITY RESTORATION OF DIGITAL LINK SRVC											
354	a. PR LEVEL IMPLEMENTATION				\$ 51.00							0.0% NTS
355	PRIME SERVICE VENDOR	PR5PX			\$ 51.00							0.0% NTS
356	SUBCONTRACTOR	PR5SX										
357	b. PR LEVEL CHANGE											
358	PRIME SERVICE VENDOR	PR8PX			\$ 50.00							0.0% NTS
359	SUBCONTRACTOR	PR8SX			\$ 50.00							0.0% NTS
360	3. ADMINISTRATION/MAINTENANCE OF TSP SERVICE											
361	PRIME SERVICE VENDOR	PR9PX		\$ 4.10						0.0%		NTS
362	SUBCONTRACTOR	PR9SX		\$ 3.35						0.0%		NTS
363	BROADBAND EDUCATIONAL											
364	VIDEO SERVICE	DL 14										

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1	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2	INTRACLUSTER CHANNEL TERM	DL 14.2.2 A1	ETNCD	\$ 1,371.00	\$ 350.00				0.0%	0.0%	0.0%	Not a Retail Offering
365	QUAD SPLIT MODE		ETNMD	\$ 1,371.00	\$ 350.00				0.0%	0.0%	0.0%	Not a Retail Offering
366	MULTIMONITOR MODE											
367	CONNECTIVITY TO INDEPENDENT TELEPHONE Co.	DL 14.2.2 A2	EDU	\$ 755.00	\$ 350.00				0.0%	0.0%	0.0%	Not a Retail Offering
368	QUALITY 1			ICB	ICB							Not a Retail Offering
369	QUALITY 2											Not a Retail Offering
370	INTERCLUSTER CONNECTIVITY	DL 14.2.2 A3		\$ 5.00					0.0%			Not a Retail Offering
371	DIGITAL TO DIGITAL Quality 1						\$ 0.32		0.0%	0.0%		Not a Retail Offering
372	CONNECTIVITY TO PRIVATE NETWORK	DL 14.2.2 A4		\$ 5.00					0.0%			Not a Retail Offering
373	QUALITY 2			ICB			\$ 0.32		0.0%			Not a Retail Offering
374	QUALITY 1											Not a Retail Offering
375	CONNECTIVITY TO INO	DL 14.2.2 A5		\$ 5.00					0.0%			Not a Retail Offering
376	QUALITY 2			ICB			\$ 0.32		0.0%			Not a Retail Offering
377	QUALITY 1											Not a Retail Offering
378	ETHERNET OPTION	DL 14.2.2 A6										Not a Retail Offering
379	INTRACLUSTER CHANNEL TERMINAL		ETN	\$ 82.00	\$ 25.00				0.0%	0.0%	0.0%	Not a Retail Offering
380	1st Unit		ETN	\$ 82.00	\$ 3.00				0.0%	0.0%	0.0%	Not a Retail Offering
381	Es Add. Unit											Not a Retail Offering
382	INTERCLUSTER CONNECTIVITY				\$ 35.00	\$ 0.17	→ Per megacell of use		0.0%	0.0%		Not a Retail Offering
383	First				\$ 25.00					0.0%		Not a Retail Offering
384	Subsequent				\$ 3.00					0.0%		Not a Retail Offering
385	Additional											Not a Retail Offering
386	AUTHORIZED USE IN CONJUNCTION WITH LEASE OR RENTAL OF CUSTOMER'S FACILITIES	DL 14.2.2 A7							0.0%			Not a Retail Offering
387						\$ 10.00	→ Per hour					
388												
389												
390	SHARED TENANT SERVICE (STS) RATE GROUP A	LE 1.2.2A		\$ 21.95	Y (SEE 1.2.2.1)					0.0%		Not a Retail Offering
391	RATE GROUP B			\$ 30.05						0.0%		Not a Retail Offering
392	RATE GROUP C-PRINCIPAL			\$ 33.15						0.0%		Not a Retail Offering
393	RATE GROUP C-METRO. 1			\$ 36.45						0.0%		Not a Retail Offering
394	RATE GROUP D-PRINCIPAL			\$ 43.60						0.0%		Not a Retail Offering
395	RATE GROUP D-METRO. 1			\$ 45.50						0.0%		Not a Retail Offering
396	RATE GROUP D-METRO. 2			\$ 48.00						0.0%		Not a Retail Offering
397												

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## **APPENDIX CUSTOMIZED ROUTING-RESALE**

- 1.0 Customized Routing of CLEC Directory Assistance, Operator Services, and/or local calls**
- 1.1 Where CLEC purchases Unbundled Local Switching or Resale and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route calls from CLEC customers for Directory Assistance and Operator Services to CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with this Attachment.
- 1.2 SWBT intends to use AIN Customized Routing wherever it is available for use, if the customized routing so provided meets the requirements of the Act. Customized routing through AIN technology will be available by December 31, 1997, subject to the limitations described in 1.3 below. Unless the Parties agree to a different schedule, SWBT will fulfill orders for particular customized routing arrangements using AIN within 30 work days following receipt from CLEC of a completed customized routing end office order and acceptance of SWBT's price proposal developed on an individual case basis (ICB), consistent with 1.2.1 of this attachment, but in no event prior to the first work day of 1998. The customized routing end office order will detail the identity of the end office(s), the class(es) of call to be customized routed (i.e. operator services and directory assistance) and the trunk group(s) to which each class of call will be connected. SWBT will provide a price proposal no later than 10 days after receipt of the customized routing end office order.
- 1.2.1 Pending Missouri Public Service Commission approval of the rates for customized routing, CLEC will pay for customized routing on an interim basis at SWBT's proposed rates subject to true-up. When the Commission orders final cost based rates, should those rates differ from the interim rates, 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.
- 1.3 Certain services (e.g. hotel/motel, coin services which require network provided coin signaling, ports using voice activated dialing in a 5ESS switch) cannot be customized routed through AIN technology and will require the use of line class codes for the provision of customized routing. Additionally, switches which are not SS7 compatible (i.e. DMS 10 switches) cannot customize route using AIN technology and will require the use of line class codes. SWBT will fulfill orders for particular customized routing arrangements using line class codes within 30 work days following receipt from CLEC of

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a completed customized routing line class code order and acceptance of SWBT's price proposal developed on an individual case basis (ICB), consistent with Section 1.2.1 of this attachment. The customized routing line class code order will detail the identity of the end office, the class of call to be customized routed (i.e. operator services or directory assistance), the trunk group(s) to which each class of call will be connected and such other information as is reasonably required to complete the order. SWBT will provide the price proposal not longer than 10 days after receipt of the customized routing order.

- 1.4 SWBT will make available to CLEC the ability to route all Directory Assistance and Operator Services calls (1+411, 0+411, 0-, and 0+ Local, 0+intraLATA toll, 0+HNPA-555-1212 (intraLATA), 1+HNPA-555-1212 (intraLATA)) dialed by CLEC Customers directly to the CLEC Directory Assistance and Operator Services platform. If the State Commission rules or the parties agree that CLEC is entitled to intraLATA toll on resale services and unbundled switch elements, SWBT agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212 (intraLATA), 1+HNPA-555-1212 (intraLATA).
- 1.5 SWBT does not currently have the ability to translate 1+411 to another number or the ability to change signaling associated with the custom routed call type. At CLEC's request, SWBT will attempt to develop a suitable method of providing the necessary digit translation and signaling protocol conversion to allow conversion of 1+411 directory assistance calls to a 1+900+XXX+XXXX format in order to provide customized routing of directory assistance calls to a destination selected by CLEC. At the time of CLEC's request, SWBT and CLEC shall agree upon the technical description of the process to be designed, the necessary operational parameters, the necessary billing system parameters, an estimated time for the design of the process, and the estimated costs of designing the process. Upon the completion of the design phase of the project, an operational trial shall be conducted to determine the feasibility of implementation of the new system in the SWBT network. CLEC's obligation to pay for the development of the system shall not be conditioned upon the success of the development of a workable system. By insertion of this clause, SWBT does not agree that it has an obligation under the FTA96 to provide this service.
- 1.6 At CLEC's request, SWBT will provide functionality and features within its local switch to route CLEC customer-dialed Directory Assistance local calls to the designated trunks via signaling as defined in the Operator Services Systems Generic Requirements FR-NWT.00271 Signaling Module TRNWT-001.144.signaling from SWBT's switches for direct dialed Directory Assistance calls.
- 1.7 SWBT will provide the functionality and features within its local switch to route CLEC dialed 0/0+ local and intraLATA calls prior to dual PIC to CLEC. (Designated trunks via operator services modified Feature Group C signaling.)

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- 1.8 After implementation of dual PIC, SWBT will route IntraLATA Toll calls (as defined by the exchange dialing plan (via the commission mandated dual PIC method (when implemented) when CLEC uses Local Switching elements or resold services. SWBT will route InterLATA calls (as defined by the exchange dialing plan (via the existing PIC process when CLEC uses Local Switching elements.
- 1.9 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators.
- 1.10 SWBT will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.
- 1.11 Customized routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.
- 1.12 SWBT, no later than five (5) days after the date CLEC requests the same, will provide on a one time basis to CLEC the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SWBT in each NPA-NXX. Such data will be transmitted via paper copies of all SWBT emergency listings reference documents from all SWBT's Operator Services offices. CLEC agrees to indemnify and hold SWBT harmless from all claims, demands, suits or actions by third parties against SWBT, or jointly against CLEC and SWBT, arising out of its provision of such information to CLEC.
- 1.13 SWBT will provide access to Operator Services Busy Line Verification/ Emergency Interrupt (BLV/EI). Such access will be performed by the SWBT operator upon receipt of a request from an CLEC operator. SWBT will meet the same performance results for CLEC customer requests as it does for SWBT customer requests and will size the trunk groups required to perform this function in accordance with the volume demands. SWBT will provide to CLEC performance reports for the BLV/EI access and success rates on a quarterly basis for the next 12 months from the date of Agreement or as mutually agreed to between the Parties. CLEC acknowledges that SWBT will not be able to separate CLEC and SWBT results.
- 2.0 **Blocking/Screening**
- 2.1 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls (IDDD) and toll calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law. In those end offices where AIN is deployed, there will be no additional charge for blocking/screening for the above listed standard blocking/screening capabilities.

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- 2.2 When an AIN customized routing is not employed by CLEC (e.g., DMS-10 switches, end user service with voice activated dial served out of a 5ESS switch, coin services where SWBT's network rather than the telephone provides the signaling, hotel/motel services, and certain CENTREX-like services with features that are incompatible with AIN), SWBT will provide blocking/screening via special line class codes on an ICB basis.

### **3.0 Related Services**

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

### **4.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. 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 and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

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**APPENDIX DA-RESALE**

**SWBT-PROVIDED DIRECTORY ASSISTANCE SERVICE**

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

**1.0 Service**

- 1.1 DA Service consists of providing subscriber listing information (name, address, and published or Non-List telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SWBT methods and practices or as subsequently modified.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SWBT will provide DACC to CLEC's customers for local and intrastate intraLATA calls. In the event and to the extent that SWBT provides DACC service to its own customers for interstate intraLATA calls, it will provide such service to CLEC's customers.
- 1.3 SWBT agrees to provide DACC only in areas where SWBT can furnish Automatic Number Identification (ANI) from CLEC's customers to SWBT's switch and where CLEC obtains DA service from SWBT.

**2.0 Definitions- The following terms are defined as set forth below:**

- 2.1 Non-List Number - A Telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA Operator.
- 2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA Operator.
- 2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA Operator.
- 2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate intraLATA or intrastate intraLATA DA calls.

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### **3.0 Call Branding/Rate Reference**

- 3.1 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. SWBT will offer Call Branding of Operator Services in the name of CLEC. 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. CLEC 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 by the Missouri Commission by December 31, 1998 in a separate proceeding initiated by CLEC). 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.
- 3.1.1 Rate reference is the process by which an operator, either live or recorded, will quote CLEC's rates. When an CLEC caller requests a quotation of rates, CLEC will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. There shall be no additional rate for this functionality 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. No incremental rate quotation charge should be paid in addition to the per-call or per-minute rate that CLEC pays for operator services and Directory Assistance calls.
- 3.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 3.3 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users, as required by Section 226(b)(1)(C) of the Act. Rate information will be provided under the following terms and conditions:
- 3.3.1 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when the are to be provided by SWBT.
- 3.3.2 CLEC 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. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.

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

#### **4.0 Responsibilities of SWBT**

- 4.1 SWBT will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SWBT.
- 4.2 SWBT will provide and maintain its own equipment to furnish DA Services, including equipment necessary for routing calls and signals to the SWBT serving office.
- 4.3 SWBT will provide DA Service to CLEC customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.
- 4.4 SWBT will provide IntraLATA HNP DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or NPA+555-1212.
- 4.5 SWBT will include current CLEC customer listing information in SWBT's DA database.

#### **5.0 Pricing**

- 5.1 Prices to be charged to CLEC by SWBT for the DA Services provided pursuant to this Appendix are set forth in Appendix Services/Pricing to Attachment 1: Resale of this Agreement. In states where SWBT affords customers making calls to DA a monthly free call allowance, SWBT will afford CLEC's customers making calls to DA the same monthly free call allowance, and will not charge CLEC for such calls.
- 5.2 The following prices for branding of CLEC DA calls are 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 any other decision rendered the Missouri Commission by December 31, 1998 in a proceeding initiated by CLEC: 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. Pricing for branding of CLEC DA calls are as follows:
- 5.2.1 rate per branded call: \$ 0.02

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- 5.2.2 rate for initial loading (coding for mechanized branding): \$ 2,325 Per TOPS Switch
- 5.2.3 rate for subsequent change (phraseology): \$ 2,325 Per TOPS Switch
- 5.2.4 In the event that the phraseology for branding DA calls is the same phraseology for branding OS calls, only one \$2,325 charge will apply per initial loading or subsequent change.
- 5.3 When an CLEC caller requests a quotation of rates, CLEC will pay the wholesale discounted charge applicable to operator services and Directory Assistance calls to compensate SWBT for the Operator Transfer Service. There shall be no additional rate for this functionality 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.

## **6.0 Liability**

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

## **7.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. 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 and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

## **APPENDIX OS-RESALE**

### **SWBT-PROVIDED LOCAL & INTRALATA OPERATOR ASSISTANCE SERVICES**

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

#### **1.0 SWBT will provide the following three tiers of Operator Services:**

- 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT Operator, hereafter called Operator. AABS allows the caller the option of completing calls through the AABS audio response system. AABS will be offered in areas where facilities exist and where SWBT has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

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

- 3.0 **Fully Automated Station-to-Station** - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
  - 3.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
  - 3.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
  - 3.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.

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- 4.0 Semi-Automated Station-to-Station** - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
- 4.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
- 4.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 5.0 Semi-Automated Person-to Person** - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include:
- 5.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
- 5.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 6.0 Operator Handled Station-To-Station** - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 7.0 Operator Handled Person-To-Person** - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 8.0 Operator Transfer Service** - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SWBT's Operator Transfer service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

**9.0 Call Branding/Rate Reference**

- 9.1 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. SWBT will offer Call Branding of Operator Services in the name of CLEC. 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. CLEC 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 CLEC). 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.
- 9.1.1 Rate reference is the process by which an operator, either live or recorded, will quote CLEC's rates. When an CLEC caller requests a quotation of rates, CLEC will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. There shall be no additional rate for this functionality 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. No incremental rate quotation charge should be paid in addition to the per-call or per-minute rate that CLEC pays for operator services and Directory Assistance calls.
- 9.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 9.3 SWBT Operator Services operators will provide Operator Services Rate Information upon request to CLEC's end users, as required by Section 226(b)(1)(C) of the Act. Rate information will be provided under the following terms and conditions:
- 9.3.1 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when the are to be provided by SWBT.

9.3.2 CLEC 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. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.

9.3.3 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Operator Services rates provided by CLEC.

**10.0 Other Operator Assistance Services**

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

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

10.3 Handling of Emergency Calls to Operator - SWBT agrees to process emergency calls from CLEC Resale customers to an Operator in the same manner that SWBT processes the same type of call for a SWBT end user customer.

10.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

**11.0 Responsibilities of the Parties**

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

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

11.3 CLEC will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SWBT. CLEC will provide the initial data by a date mutually agreed to between CLEC and SWBT. CLEC will keep this data current using procedures mutually agreed to by CLEC and SWBT. CLEC will provide all data and changes to SWBT in the mutually agreed to format(s).

11.4 SWBT will accumulate and provide to CLEC data as specified in Attachments 4: Connectivity Billing-Resale and Attachment 5: Customer Usage Data-Resale to this Agreement. necessary for CLEC to verify traffic volumes and bill its end users.

**12.0 Methods and Practices**

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

**13.0 Pricing**

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

- 13.2 The following prices for branding of CLEC OS calls are 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 any other decision rendered the Missouri Commission by December 31, 1998 in a proceeding initiated by CLEC. An initial non-recurring charge applies per trunk group for the establishment of Call Branding. 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.

13.2.1 rate per branded call: \$ 0.02

13.2.2 rate for initial loading (coding for mechanized branding): \$ 2,325 Per TOPS Switch

13.2.3 rate for subsequent change (phraseology): \$ 2,325 Per TOPS Switch

13.2.4 In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one \$2,325 charge will apply per initial loading or subsequent change.

- 13.3 When an CLEC caller requests a quotation of rates, CLEC will pay the wholesale discounted charge applicable to operator services and Directory Assistance calls to compensate SWBT for the Operator Transfer Service. There shall be no additional rate for this functionality 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.

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**14.0 Liability**

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

**15.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. 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 and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

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## **APPENDIX WHITE PAGES (WP)-RESALE**

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

### **1.0 Introduction**

- 1.1 SWBT publishes White Pages directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to include listings information for its customers in the appropriate SWBT White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's customers of the White Pages directories that include listings of such customers.
- 1.3 SWBT will make available to CLEC, for these CLEC customers, non-discriminatory access to White Pages directory listings (Directory Listings), under the following terms and conditions in Section 2.0 of this Appendix.

### **2.0 Service Provided**

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

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- 2.4.2 business rules for residential Enhanced White Pages (e.g., bold, indent, italics) listings available;
- 2.4.3 White Pages directory delivery schedules;
- 2.4.4 restrictions, if any, on number of White Pages directories provided at no charge to a customer; and,
- 2.4.5 geographic coverage areas of each White Pages directory published by SWBT (by exchange community and/or NPA/NXX).
- 2.5 CLEC may purchase Enhanced White Pages listings for residential customers on a per listing basis and will pay SWBT amounts attributable to such Enhanced Listings used by its customers in accordance with the terms of Appendix Services/Prices to Attachment 1: Resale to the Agreement.
- 2.6 Publication schedules for White Pages: SWBT will provide to CLEC the initial directory schedule for a calendar year within three (3) to six (6) months of the publication year for those areas where CLEC provides local service. Updates to the schedule will be provided in a timely manner as they occur.
- 2.7 CLEC's subscriber listings are to be interfiled (interspersed) with SWBT's and other LSPs' subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP.
- 2.8 SWBT will deliver Directory Listings in book form (White Pages directories) to CLEC Customers. The timing of such delivery and the determination of which White Pages directories will be delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be provided under the same terms that SWBT delivers White Pages directories to its own end users.
- 2.9 SWBT will distribute the White Pages directory and will make any subsequent distribution in accordance with the same practices and procedures used by SWBT to distribute directories to its end users.
- 2.10 At its option, CLEC may purchase up to eight single-sided customer information pages (Customer Guide Pages) in the informational section of the SWBT White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SWBT information pages. CLEC will provide to SWBT, sixty (60) days prior to the directory close date, the information page(s) in camera ready format. SWBT will have the right to approve, and, with CLEC's agreement, SWBT may, but is not required to, revise the format and content of such information page(s).

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- 2.11 SWBT will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8<sup>th</sup> page in size. In order to have such information published, CLEC will provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8<sup>th</sup> of a page (CLEC will be limited to a maximum of 1/8<sup>th</sup> of a page in any single edition of a SWBT White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement).

### **3.0 Use of Subscriber Listing Information**

- 3.1 SWBT will provide subscriber list information that includes CLEC customers to third parties on the same terms and conditions and at the same rates that SWBT provides its own subscriber list information to third parties. CLEC will receive its pro-rata share of any amounts paid by third parties to SWBT for such subscriber list information. CLEC's pro-rata share will be calculated based on the proportionate share of CLEC customers to the total number of customers included in the subscriber list information. Provision of subscriber list information to third parties will be solely at SWBT's discretion.

### **4.0 Pricing**

- 4.1 The methodology SWBT will use to develop the informational pages cost is as follows:

- 4.1.1 To develop the per printed page per year cost for informational pages, SWBT will use the most recent annual third party contract costs associated with the printing of White Pages informational pages. The number of such pages printed per year will be divided into said costs. The result will be a printed page per year cost.

- 4.2 Pending approval by the State Commission of the rates developed for informational pages included in White Pages directories as set forth in Section 4.1.1, the interim rate for informational pages that CLEC requests to purchase in such directories will be as follows:

- 4.2.1 Informational Pages:

Any one book covering a geographic area per page per year	\$3,191.73
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- 4.2.2 The price contained in Section 4.2.1 is interim in nature and is subject to true-up from the effective date of this agreement to the State Commission's determination of permanent prices.

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**5.0 Liability**

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

**6.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. 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 and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

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## **ATTACHMENT 2: ORDERING AND PROVISIONING-RESALE**

### **1.0 General Requirements**

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

- 1.1 Throughout the term of the Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as SWBT may deploy) that SWBT uses to provide pre-order, ordering and provisioning services to CLEC under this Agreement will be at least equal in quality to that provided by SWBT to its end users.
- 1.2 For all Resale services ordered under the Agreement, SWBT will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from CLEC) to the services SWBT provides to its end users.
- 1.3 SWBT and CLEC agree to work together in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry standards for electronic interfaces for pre-order, ordering and provisioning. Neither Party waives any of its rights as participants in such forums in the implementation of the standards.
- 1.4 SWBT and CLEC agree to work together to implement an Electronic Gateway Interface (EGI) that provides nondiscriminatory access to SWBT's pre-order process equivalent to that which is available to SWBT for use with its end users.

CLEC and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date, and Customer Service Record information (CSR) in English subject to the conditions as set forth in Attachment Resale) not later than July 1, 1997. SWBT and CLEC also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning specified in the Local Service Ordering Electronic Data Interchange (EDI) Support Implementation Guide (SIG) dated May 20, 1996, or as otherwise agreed to in writing by the Parties. Both EGI for pre-order and EDI for ordering and provisioning will be available not later than July 1, 1997, for all pre-order and ordering and provisioning order types and functions as outlined in AT&T Exhibit No. 84 filed in Case Nos. TO-97-40; TO-97-67.

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- 1.4.1 SWBT also will make available to CLEC Residence EASE, to be used by CLEC on an interim basis prior to the deployment of EDI as required above in Section 1.4, for the processing of residence Resale service orders. The following service order types may be processed via Residence EASE: Conversion (as is or with changes); Change (Features, Listings, InterLATA and IntraLATA [when available] Long Distance PICs); New Connect; Disconnect; From and To (change of premises with same service).
- 1.4.2 SWBT also will make Business EASE available to CLEC within a reasonable period of time agreed to by the Parties, upon receipt of a written request from CLEC.
- 1.4.3 CLEC and SWBT will work together to establish mutual requirements and specific interface agreements through the implementation process.
- 1.5 In areas where service order transactions cannot be provided via an electronic interface for the pre-order, ordering and provisioning processes, SWBT and CLEC will develop manual work around processes until such time as the transactions can be electronically transmitted. If Resale services are provided by SWBT to CLEC before electronic interfaces are established between CLEC and SWBT, CLEC will transmit pre-order, ordering and provisioning requests to the SWBT Local Service Center (LSC) via facsimile and/or telephone or other mutually agreed upon means to SWBT. The SWBT LSC will respond to CLEC calls with the same level of service that SWBT provides in serving SWBT's end user customers.
- 1.6 SWBT and CLEC agree to work together to develop and implement an electronic communication interface that will replace the initial pre-order electronic interface and the ordering and provisioning EDI gateway and provide for Real Time data transfer, consistent with industry standards developed by the OBF and the TCIF. The Parties agree to implement this replacement interface as soon as practical, but no later than 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.
- 1.7 SWBT will provide a Single Point of Contact (SPOC) for all of CLEC's ordering and provisioning contacts and order flow involved in the ordering and provisioning of the Resale services provided by SWBT to CLEC. SWBT will provide ordering and provisioning services to CLEC for Resale service orders Monday through Friday from 8 a.m. to 5:30 p.m. through the Local Service Center (LSC). SWBT will provide the same out of hours provisioning coverage for CLEC end user customers as SWBT provides to its end user customers. SWBT also agrees to extend hours of coverage of the LSC based on order volumes. CLEC may request SWBT to provide Sunday, holiday, and/or additional out of hours provisioning services within two business days. If CLEC requests that SWBT perform provisioning services other than Monday through Friday from 8:00 a.m. to 5:30 p.m., SWBT will quote, within one (1) business day of the request, a cost-based rate for such services. If CLEC accepts SWBT's quote, SWBT will provide such provisioning services to CLEC in the same manner it does for itself.

- 1.8 SWBT will provide electronic system interfaces Monday through Saturday from 7 a.m. to 11 p.m.; and, Sunday from 11:00 a.m. to 11:00 p.m. for all pre-order, ordering and provisioning order flows. These electronic system interfaces will conform to the terms of paragraphs 1.4 and 1.6 above and Section 2 below. SWBT will also provide to CLEC a toll-free nationwide telephone number to the LSC for issues connected to the electronic system interfaces (operational from 8 a.m. to 5 p.m., Monday through Friday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Resale services. SWBT will also provide a help desk function for electronic system interfaces with out-of-hours coverage from 5 p.m. to 8 p.m., Monday through Friday, and from 8 a.m. through 8 p.m. on Saturday.
- 1.9 SWBT will provide CLEC with the same provisioning intervals and procedures for design and complex services that it provides to SWBT customers.
- 1.10 SWBT and CLEC will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Resale services. On or before the Effective Date of this Agreement, SWBT will provide a disaster recovery plan associated with the recovery of any systems and/or functions connected with the pre-order, ordering and provisioning processes.
- 1.11 SWBT will recognize CLEC as the customer of record for all Resale services ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.
- 1.12 SWBT will provide the following to CLEC upon request:
  - 1.12.1 a list of all services and features available for resale from each switch that SWBT may use to provide such services and features, by switch CLLI and NPA NXX. Within ten (10) business days after the Effective Date of the Agreement, SWBT will provide CLEC an initial electronic copy of this information. SWBT will provide a complete update of the information to CLEC electronically on a quarterly basis, or as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.
  - 1.12.2 Designed Layout Record Cards for designed Resale services;
  - 1.12.3 advanced information on the details and requirements for planning and implementation of NPA splits via Accessible Letters, or, where SWBT is not the Central Office Code Administrator, to the extent the information is not available to CLEC in the same manner it is available to SWBT, SWBT will provide copies of notices containing such information received by SWBT to CLEC;

- 1.12.4 a subset of the Street Address Guide (SAG), transmitted electronically, which includes street addresses and the associated serving switches, enabling CLEC to map a customer address to a specific serving switch. SWBT will provide this information to CLEC within ten (10) business days after the Effective Date of this Agreement and quarterly thereafter except as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.
- 1.13 SWBT will train those SWBT employees who have contact with CLEC or any other LSP not to discriminate against any LSP, including CLEC, and not to disparage any LSP, including CLEC, to any LSP's customers.
- 1.14 SWBT and CLEC will work together to develop methods and procedures between SWBT's LSC and CLEC's Work Centers regarding systems, work center interfaces, and to establish a change control process for those methods and procedures.
- 1.15 SWBT and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.
- 1.16 SWBT and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer to a SWBT designated number all misdirected calls that CLEC receives from SWBT customers. CLEC and SWBT will agree on the scripts to be used for this purpose.
- 1.17 SWBT's LSC will provide design and coordination support for all Resale services provided to CLEC. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI, Broadband and packet services.

## **2.0 Pre-Order and Ordering Interface Requirements**

- 2.1 SWBT will provide to CLEC an EDI electronic interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and other provisioning data and information. The EDI interfaces shall be administered through a gateway that will serve as a single point of contact for the transmission of such data from CLEC to SWBT, and from SWBT to CLEC. The requirements and implementation of such a data transfer system are subject to future agreement by CLEC and SWBT, but will conform to the terms of Section 1 of this Attachment.

- 2.2 When ordering Resale services, CLEC's representatives will have access to a pre-order electronic gateway provided by SWBT for both consumer and business customers that provides real-time access to SWBT's information systems. This gateway shall be a Telecommunications Protocol/Internet Protocol (TCP/IP) gateway and will allow the CLEC representatives to perform the following tasks:
  - 2.2.1 obtain customer information, including customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;
  - 2.2.2 identify features and services to which the customer subscribes (CLEC agrees that CLEC's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange service provider be changed to CLEC);
  - 2.2.3 electronically assign a telephone number (if the customer does not have one assigned) with the customer on-line. Reservation and aging of these numbers remain SWBT's responsibility. For "vanity" numbers, SWBT will provide a manual process until an electronic capability becomes available. All these processes will permit reservation of a number, including, without limitation, a vanity number, for thirty days for consumer and business services;
    - 2.2.3.1 When SWBT has initiated a suspension on a SWBT end user's account or disconnects an end user for nonpay, SWBT will not release the telephone number being used by the end user until such time as the end user's account has been paid in full. Conversely, SWBT agrees that when CLEC initiates a suspension on one of their resold end user's accounts or disconnects their end user for nonpay, SWBT will abide by the same provisions regarding telephone number release.
  - 2.2.4 determine if a service call is needed to install the line or service;
  - 2.2.5 provide service availability dates to the customer;
  - 2.2.6 provide information regarding the dispatch/installation schedule, if applicable;
  - 2.2.7 provide PIC options for intraLATA toll (when available) and interLATA toll;
  - 2.2.8 perform address verification.
- 2.3 All CSR data exchanged must be in English, not USOC or FID format. All other data will be in a mutually agreed upon nomenclature.

### **3.0 Ordering Requirements**

- 3.1 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any Resale service for any CLEC local service customer. SWBT will implement any restoration priority on a per Resale service basis in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures.
- 3.2 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law.
- 3.3 When ordering a Resale service via a service order, CLEC may order from SWBT separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis. SWBT will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.
- 3.4 Unless otherwise directed by CLEC when CLEC orders a Resale service, all pre- assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, SWBT will work cooperatively with CLEC to remedy such occurrences over time.
- 3.5 SWBT will provide order format specifications to CLEC for all services, features, and functions available and for ancillary data required by SWBT to provision these services.
- 3.6 SWBT will provide CLEC with standard provisioning intervals for all designed and complex services.
- 3.7 SWBT will update the E911 service provider information and establish directory listings, including all information appropriate for residential or business listings and foreign listings, from CLEC's service order.
- 3.8 SWBT will use its service order process to update and maintain, on the same schedule that it uses for its end users, the CLEC customer service information for Resale services in the Line Information Database (LIDB).

### **4.0 Provisioning Requirements**

- 4.1 Except in the event an CLEC local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any CLEC end user requested disconnection or rearrangement of Resale services unless directed by CLEC. Any CLEC customer who contacts SWBT regarding a change in CLEC service will be advised to contact CLEC. In those instances when any CLEC local service customer changes their

local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP change notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.

- 4.2 Upon request from CLEC, SWBT will provide an intercept referral message that includes any new telephone number of an CLEC end user for the same period of time that SWBT provides such messages for its own end users. CLEC and SWBT will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SWBT for its own end users.
- 4.3 SWBT will provide CLEC with a Firm Order Confirmation (FOC) for each order (multiple WTNs may be included on one order) within twenty-four (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, Service Order number, and completion date.
- 4.4 Upon work completion, SWBT will provide CLEC with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT will provide CLEC an 865 EDI transaction based Order Completion. This capability will be available when standards are completed by OBF and TCIF/EDI Committees or as agreed to by the Parties.
- 4.5 SWBT will perform pre-service testing, if any, in the same manner that it would provide for itself.
- 4.6 As soon as identified, SWBT will provide CLEC a 997 EDI transaction based Rejections/Errors notification occurring in any of the EDI data element(s) fields contained on any CLEC order. CLEC will provide the 997s for the 855 and 865 EDI Transactions originating from SWBT.
- 4.7 SWBT will provide CLEC an 855 EDI transaction-based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Resale service. SWBT and CLEC agree to identify a mutually acceptable date for implementation of the 855 EDI transaction-based reply no later than 120 days from the finalization of the OBF guidelines for this transaction or date otherwise mutually agreed to by the parties. SWBT may satisfy its obligations under this paragraph by providing CLEC access through the electronic interface to a database which identifies due dates in jeopardy as soon as they have been determined by SWBT. On an interim manual basis, until the 855 transaction is available, SWBT and CLEC will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification and missed appointments when SWBT becomes aware of the jeopardy or missed appointment. Alternatively, CLEC may access provisioning status information via the SWBT Order Status Application on the SWBT Toolbar.



- 4.8 When a SWBT employee visits the premises of an CLEC customer in respect to installation, maintenance and repair services, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel.
- 4.9 SWBT technicians will direct CLEC customers to contact CLEC if an CLEC customer requests a change in service at the time of installation.
- 4.10 SWBT will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC's approval prior to commencing construction under an CLEC order for such service.
- 4.11 When industry standards are established, and SWBT and CLEC mutually agree to an implementation schedule, SWBT will provide provisioning status notification for all provisioning orders issued to SWBT by CLEC.

**5.0 Order Format and Data Elements for Resale Service**

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

- 5.5 In addition to the above OBF sections, CLEC will provide provisioning data in the format defined below when ordering Resale services. CLEC will provide data in the following provisioning categories, such data to be provided on the OBF ordering form as completed data fields:

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

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

#### 6.0 Order Activity Description

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

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

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

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

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

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

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

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

**7.0 Performance Metrics**

- 7.1 When CLEC places an order, SWBT will specify a DD based on force availability. In the event a DD other than that specified is requested by the CLEC customer, CLEC will contact SWBT and the Parties will negotiate a DD based on that request. SWBT will not complete the order prior to the DD or later than the DD unless authorized by CLEC.
- 7.2 Within two (2) business hours after a request from CLEC for an expedited order, SWBT will notify CLEC of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8 a.m. and 5 p.m.
- 7.3 Once an order has been issued by CLEC and CLEC subsequently requires a new DD that is sooner than the committed DD, CLEC will issue an expedited modify order. SWBT will notify CLEC within two (2) business hours of the status of the order requesting the new DD.
- 7.4 CLEC and SWBT will agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SWBT will notify CLEC of any modifications to these contacts within one (1) week of such modifications.
- 7.5 SWBT will provide: (a) percent missed DD; (b) percent right the first time (non-designed - 10 days; designed - 30 days); (c) percent no access (non-designed) (a, b, and c will be measured and reported on a monthly basis by SWBT for both CLEC customers and SWBT customers); and (d) LSC response time. SWBT will provide the same level of service to CLEC customers as it provides to its own customers.
- 7.6 When new processes and electronic interfaces are implemented between CLEC and SWBT, SWBT and CLEC will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and CLEC. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.

**8.0 Operational Readiness Test (ORT) for Pre-Ordering, Ordering/Provisioning**

- 8.1 SWBT will participate with CLEC in Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of Resale services. ORT will be completed in conformance with agreed upon implementation dates. Such ORT will begin not later than April, 1997.

**9.0 Pricing**

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

**10.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. 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 and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

### **ATTACHMENT 3: MAINTENANCE - RESALE**

#### **1.0 General Requirements**

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

#### **2.0 Maintenance Requirements**

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

#### **3.0 Electronic Bonding**

- 3.1 SWBT and CLEC agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228 to support repair and maintenance of Resale services.

- 3.2 CLEC and SWBT agree to work together to implement Phase I of EBI as set forth in Fault Management Electronic Bonding Interface for Local Service - Version 3, Draft 1, dated January 13, 1997, or as subsequently modified and provided to SWBT by January 15, 1997. Phase I is scheduled to be completely operational by August, 1997, with testing beginning April, 1997. If CLEC fails to begin testing by April, 1997, SWBT will require CLEC to negotiate new testing and completely operational dates. Phase I of EBI will provide the following functions:

- a) the ability to enter a new trouble ticket electronically;
- b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket;
- c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;
- d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type.

3.3 SWBT and CLEC agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide CLEC the following capabilities, including, but not limited to:

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

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

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

#### **4.0 Repair Service Response**

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

#### **5.0 Intercompany Communications**

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

**6.0 Emergency Restoration Plan**

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

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

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

## **7.0 Misdirected Repair Calls**

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

## **8.0 Repair Procedures**

- 8.1 SWBT agrees to the following:
- 8.1.1 Prior to Electronic Bonding Interface (EBI), CLEC will refer repair calls to the SWBT LOC by telephone or via the Toolbar Trouble Administration Interface (Toolbar). After implementation of EBI, CLEC may from time to time call the SWBT LOC. In either event, the following will apply: The SWBT LOC will answer its telephone and begin taking information from CLEC at the same level of service as provided to SWBT's customers when calling the Customer Service Bureau ("CSB"). The Speed of Answer performance will be provided monthly once the LOC has the equipment to measure calls and the data provided will be for all calls for all LSPs answered by the LOC.
- 8.1.2 The SWBT LOC will be on-line and operational twenty-four (24) hours per day, seven (7) days per week. CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance applicable to this Agreement (via an 800 number to the CNSC) 24 hours per day, seven (7) days a week.
- 8.1.3 The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in Section 6.2 of the SWBT & CLEC Joint Implementation Agreement for the Electronic Bonding Project, Version 1, dated November 2, 1994 and as subsequently modified or as otherwise agreed upon.



- 8.1.4 CLEC will utilize the Toolbar interface or the EBI to obtain the status of open and closed trouble reports.
- 8.1.5 While in manual mode operation, SWBT will provide CLEC "estimated time to restore." The SWBT LSPC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SWBT for a maximum of four months after CLEC's market entry date in SWBT states, or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).
- 8.1.6 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.
- 8.1.7 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Resale service:
- a) speed of answer in the LOC - Note: Comparison will be made against the results for speed of answer in SWBT's CSBs (where SWBT's customers call in to refer troubles directly);
  - b) percent missed commitments for nondesigned services;
  - c) average outage duration time: nondesigned — receipt to clear; designed — mean time to repair;
  - d) percent right the first time (repeat reports): nondesigned — 10 days; designed — 30 days;
  - e) percent report rate nondesigned - Note: Comparison will be applicable only after CLEC's customer base equals or exceeds 300,000 lines;
  - f) percent no access - nondesigned.

The above performance measurements will be measured and reported to CLEC on a monthly basis by SWBT for both CLEC customers and SWBT customers. If the quality of service provided to CLEC customers based on these measurements is less than that provided to SWBT customers for three consecutive months, or if the average quality of

service for a six month period is less than that provided to SWBT customers, CLEC may request a service improvement meeting with SWBT.

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

**9.0 Escalation Procedures**

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

**10.0 Premises Visit Procedures**

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

**11.0 New Circuit Testing**

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

**12.0 Pricing**

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

**13.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. 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 and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

**ATTACHMENT 4: CONNECTIVITY BILLING -RESALE**

**1.0 General**

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

**2.0 Billable Information And Charges**

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

### **3.0 Issuance of Connectivity Bills - General**

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

### **4.0 Electronic Transmissions**

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

link. Otherwise, a new link for data transmission must be established. SWBT and CLEC will provide each other appropriate Connect: Direct Node IDs. Any change to either Party's Connect: Direct Node IDs must be sent to the other Party no later than twenty-one (21) calendar days before the change takes effect.

#### **5.0 Tape or Paper Transmissions**

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

#### **TO CLEC:**

Tape Transmissions via U.S. Mail:	Tricia Breckenridge Senior Vice President Bus. Dev. KMC Telecom III, Inc. 1545 Route 206, Ste. 300 Bedminster, NJ 07921-2567
Tape Transmissions via Overnight Delivery:	Tricia Breckenridge Senior Vice President Bus. Dev. KMC Telecom III, Inc. 1545 Route 206, Ste. 300 Bedminster, NJ 07921-2567
Paper Transmissions via U.S. Mail:	Tricia Breckenridge Senior Vice President Bus. Dev. KMC Telecom III, Inc. 1545 Route 206, Ste. 300 Bedminster, NJ 07921-2567
Paper Transmissions via Overnight Delivery:	Tricia Breckenridge Senior Vice President Bus. Dev. KMC Telecom III, Inc. 1545 Route 206, Ste. 300 Bedminster, NJ 07921-2567

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

## **6.0 Testing Requirements**

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

## **7.0 Additional Requirements**

SWBT agrees that if it transmits data to CLEC in a mechanized format, SWBT will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for CLEC to process Connectivity Billing information and data:

- a) the BAN shall not contain embedded spaces or low values;
- b) the Bill Date shall not contain spaces or non-numeric values;
- c) each Connectivity Bill must contain at least one detail record;
- d) any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

## **8.0 Bill Accuracy Certification**

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

## **9.0 Payment Of Charges**

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

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

#### **10.0 Examination Of Records**

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

#### **11.0 Pricing**

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

#### **12.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. 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 and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.



## **ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA-RESALE**

### **1.0 Introduction**

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

### **2.0 General Requirements for Usage Data**

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

### **3.0 Usage Data Specifications**

- 3.1 SWBT will provide usage data for CLEC Customers using SWBT-provided Resale services. Usage Data includes, but is not limited to, the following categories of information:

- a) completed calls;
- b) use of CLASS/LASS/Custom Features;
- c) calls to Directory Assistance where SWBT provides such service to an CLEC customer;
- d) calls completed via SWBT - provided Operator Services where SWBT provides such service to CLEC's Local Service customer;
- e) station level detail for SWBT - provided CENTREX and PLEXAR families of services;
- f) complete call detail and complete timing information for Resale services.

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

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

#### **4.0 Usage Data Format**

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

#### **5.0 Usage Data Reporting Requirements**

- 5.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.
- 5.2 SWBT will provide Usage Data for Resale services to CLEC locations as agreed to by the Parties.
- 5.3 SWBT will transmit formatted Usage Data to CLEC via CONNECT: Direct or as otherwise agreed to by the Parties.
- 5.4 CLEC and SWBT will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. CLEC will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of usage data to CLEC.
- 5.5 SWBT will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the Parties.
- 5.6 SWBT will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 5.7 The Usage Data EMR format, content, and transmission process will be tested by April 1997 or as otherwise mutually agreed to by both Parties.

#### **6.0 Pricing**

- 6.1 SWBT will bill and CLEC will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

**7.0 Alternatively Billed Calls**

- 7.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects." Calls that are placed using CLEC Resale service and billed to a SWBT line or other LEC or LSP are called "Outcollects."
- 7.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). SWBT will transmit such data to CLEC on a daily basis. CLEC as the LSP will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end-user billing. CLEC will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of outcollect messages to CLEC. CLEC will be compensated by the billing company for the revenue it is due. In addition, CLEC will compensate SWBT for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement.
- 7.3 Incollects: SWBT will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"). SWBT will transmit such data to CLEC on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4:Connectivity Billing-Resale of this Agreement and the credit will be \$.05 per billed message. CLEC will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of incollect messages to CLEC.

**8.0 Local Account Maintenance**

- 8.1 When CLEC purchases Resale services from SWBT, SWBT will provide CLEC with local account maintenance as described in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties. These procedures are in addition to the service order procedures set forth in Attachment 2: Ordering and Provisioning-Resale to the Agreement. SWBT's provision of local account maintenance data will be in accordance with Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. Such Performance Metrics will address issues of timeliness, accuracy and completeness. SWBT's performance based on such Performance Metrics will be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of local account maintenance data will not be required to meet such Performance Metrics until six months after CLEC begins providing Resale services to customers.

- 8.2 When any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP notification change process, contained in Local Account Maintenance Methods and Procedures, dated July 29, 1996, or as otherwise agreed to by the parties. CLEC will pay to SWBT a per transaction charge of eight cents (\$0.08) for each WTN transmitted for SWBT's transmission of the change notification.

**9.0 Pricing**

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

**10.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. 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 and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

## **ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS**

### **1.0 Introduction**

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

### **2.0 General Terms and Conditions**

- 2.1 SWBT will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with SWBT's network for access to unbundled Network Elements for the provision by CLEC of a Telecommunications Service. If the point designated by CLEC is technically feasible, SWBT will make the requested connection.
- 2.2 When CLEC orders UNEs that it intends to use in combination and, in addition to specifying the elements being ordered, identifies to SWBT the type of telecommunications service it intends to deliver to its end-user customer through that combination (e.g., POTS, ISDN), SWBT will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SWBT provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser quality of performance through the special request process. This section does not impose any performance measurements and/or standards requirement beyond those provided for in Attachment 17.
- 2.3 CLEC may use one or more Network Elements to provide any technically feasible feature, function, or capability that such Network Element(s) may provide.
- 2.4 SWBT will provide CLEC access to the unbundled Network Elements provided for in this Attachment, including combinations of Network Elements, without restriction. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use unbundled Network Elements to provide a Telecommunications Service under this Agreement. SWBT will allow CLEC to order each Network Element individually or in combination with any other Network Elements, pursuant to Attachment 7, in order to permit CLEC to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other

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carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. Any request by CLEC for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Special Request process described in Section 2.21.

- 2.5 For each Network Element, to the extent appropriate, SWBT will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main Distribution Frame) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SWBT provides contiguous Network Elements to CLEC, SWBT may provide the existing interconnections.
- 2.6 Various subsections below list the Network Elements that CLEC and SWBT have identified as of the Effective Date of this Agreement. SWBT will upon request of CLEC and to the extent technically feasible provide CLEC additional Network Elements or modifications to previously identified Network Elements for the provision by CLEC of a Telecommunications Service. Such requests will be processed in accordance with the Special Request process.
- 2.7 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those elements.
- 2.8 Except upon request, SWBT will not separate requested network elements that SWBT currently combines.
- 2.9 Where unbundled elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs, unless such element is disconnected in error.
- 2.10 The Parties acknowledge that the State Commission may decline to require unbundling of Network Elements beyond those identified in 47 CFR Section 51.319 only if the Commission concludes that: (1) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to CLEC on an unbundled basis, and CLEC could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SWBT's network; or (2) the Commission concludes that the failure of SWBT to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service CLEC seeks to offer, compared with providing that service over other unbundled Network Elements in SWBT's network.

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

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2.17 **Performance of Network Elements**

- 2.17.1 Each Network Element provided by SWBT to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act and subject to Sections 2.17.2 - 2.17.6. Such publications will be shared with CLEC and SWBT will provide CLEC with the opportunity to comment. CLEC may request, and SWBT will provide, to the extent technically feasible, Network Elements that are lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.
- 2.17.2 SWBT will provide a SWBT Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Element.
- 2.17.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.17.4 Where SWBT is required to provide six or twelve month notice to CLEC pursuant to Section 2.17.3, CLEC may submit a request within thirty (30) days of CLEC's receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SWBT is permitted to provide less than six months notice, CLEC may submit such request within ten days of CLEC's receipt of SWBT's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, SWBT, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by CLEC, including any expenses associated with changes in facilities, operations or



procedure of SWBT, network protection criteria, or operating or maintenance characteristics of the facilities. To the extent requested characteristics are not specifically provided for therein, CLEC's request will be considered under the Special Request Process and the process will be completed prior to modifying CLEC's affected element.

- 2.17.5 For elements purchased through the Special Request Process, SWBT, in its discretion, will determine whether it can offer the applicability of the preceding paragraph on a case by case basis.
- 2.17.6 For each Network Element provided for in this Attachment, SWBT Technical Publications or other written descriptions meeting the requirements of this section will be made available to CLEC as of the Effective Date of this Agreement.
- 2.17.7 SWBT will provide Performance Measurements as outlined in Attachment 17 under this Agreement.
- 2.18 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will jointly elect which requirement will apply.
- 2.19 SWBT will not collect intrastate or interstate access charges from CLEC when it purchases unbundled network elements.
- 2.20 When CLEC purchases unbundled network elements to provide interexchange services or exchange access services, SWBT will not collect access charges from CLEC or other interexchange carriers (IXC's) (except for charges for exchange access transport services that an IXC elects to purchase from SWBT).
- 2.21 CLEC will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.17.

2.22 **Special Request**

The Sections below identify unbundled Network Elements and provide terms and conditions on which SWBT will offer them to CLEC: Network Interface device; local loop; local switching; tandem switching; operator services and directory assistance; interoffice transport, including common transport and dedicated transport; signaling and call-related databases; operations support systems functions; cross connects (including loop cross-connects with and without testing equipment); loop distribution; loop feeder; loop concentrator/multiplexer. Any request by CLEC for an additional unbundled Network Element will be considered under the procedures set forth below. Where facilities and equipment

are not available, CLEC may request and, to the extent required by law and as SWBT may otherwise agree, SWBT will provide Network Elements through the Special Request process.

- 2.22.1 Each Party will promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Special Request hereunder. The Network Element Special Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 2.22.2 A Network Element Special Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.
- 2.22.3 CLEC may cancel a Network Element Special Request in a commercially reasonable manner.
- 2.22.4 Within ten (10) business days of its receipt, SWBT will acknowledge receipt of the Network Element Special Request.
- 2.22.5 Within thirty (30) days of its receipt of a Network Element Special Request, SWBT will provide to CLEC a preliminary analysis of such Network Element Special Request. The preliminary analysis either will confirm that SWBT will accept the request and offer access to the Network Element, or the preliminary analysis will confirm that SWBT will not accept the request and will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.
  - 2.22.5.1 If SWBT does not accept the request within thirty (30) days, the issue may be presented to the Commission in accordance with the Arbitration Order dated December 11, 1996, in Case No. TO-97-40, as follows: CLEC has twenty (20) days in which to file a petition with the Commission, seeking a determination that SWBT be required to provide the unbundled element. SWBT must respond within 20 days of the filing of the petition and demonstrate why it is technically infeasible to provide the UNE or why such provision violates network integrity.
- 2.22.6 If SWBT determines that the Network Element Special Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Special Request upon receipt of written

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authorization from CLEC. When it receives such authorization, SWBT will promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

- 2.22.7 Unless the Parties otherwise agree, the Network Element Special Request must be priced in accordance with Section 252(d)(1) of the Act.
- 2.22.8 For a Network Element Special Request that has been accepted, then, as soon as feasible, but not more than sixty (60) days after receipt of the request, SWBT will provide to CLEC a Network Element Special Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
- 2.22.9 Within thirty (30) days of its receipt of the Network Element Special Request quote, CLEC must either confirm its order for the Network Element Special Request pursuant to the Network Element Special Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 2.22.10 If a Party to a Network Element Special Request believes that the other Party is not requesting, negotiating or processing the Network Element Special Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.
- 2.22.11 Whenever CLEC submits the Special Request for any of the following elements: Local Loop, Local Switching; Tandem Switching; Operator Services and Directory Assistance; Interoffice Transport, including Common Transport and Dedicated Transport; Signaling and Call Related Databases; Operations Support Systems; and Cross Connects – and the particular unbundled Network Elements requested is operational at the time of the request, but is not priced under this Agreement, SWBT will provide a price quote to CLEC for that element within twenty days following receipt of CLEC's request. If CLEC does not agree to the price, CLEC may submit the matter within ten days for determination by the Commission in accordance with Section 2.22.5.1 of this Attachment.
- 2.22.12 Pursuant to the Arbitration Order dated December 11, 1996, in Case No. TO-97-40, both Parties will report to the Commission six months prior to the expiration of this Agreement on the effectiveness and efficiency of the Special Request process.
- 2.23 The provisions of this agreement that require SWBT not to separate unbundled network elements that are already combined when ordered (e.g., Attachment 6, Section 2.8), will remain in effect, independent of the decisions of the United States Court of Appeals for the 8<sup>th</sup> Circuit in Iowa Utilities Board v. FCC.

- 2.24 The provisions of this agreement that require SWBT to combine unbundled network elements for CLEC (e.g., Attachment 6, Section 11.2, Attachment 7, Section 1.5.1) will remain in effect, independent of the decisions of the United States Court of Appeals for the 8th Circuit in Iowa Utilities Board v. FCC.
- 2.25 CLEC and SWBT will engage in good faith negotiations to establish terms and conditions under which SWBT will provide CLEC with nondiscriminatory access to its network facilities to enable CLEC to combine unbundled network elements purchased from SWBT. The terms and conditions to be discussed in these negotiations will include, without limitation, the following: nondiscriminatory direct access to SWBT network facilities for effecting physical connections between elements; nondiscriminatory access to OSS Systems to effect electronic combining of elements, including any required systems development; terms for coordinating CLEC and SWBT activities related to combining elements to minimize service interruptions to end user customers; capability to enable CLEC and other LSPs to provision combinations to effect customer conversions and new service turn-ups in commercial quantities; and performance measures relevant to the terms and conditions of combining. The parties will report progress on these negotiations to the MPSC on May 1, 1998 and October 1, 1998. Following the October 1, 1998 progress filing, either party may request the MPSC to resolve any disputes regarding the terms and conditions of network access to be provided to CLEC for combining elements and to resolve any dispute whether the terms of this agreement that require SWBT to connect elements for CLEC (e.g. Attachment 6, Section 11.2) or that prohibits SWBT from separating elements that are currently combined (e.g. Attachment 6, Section 2.8) should be modified.

**3.0 Network Interface Device**

- 3.1 The Network Interface Device (NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end-user customer each make its connections.
- 3.2 CLEC personnel may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Should CLEC request SWBT to disconnect its loop from the customer's inside wire, SWBT will charge CLEC a non recurring charge as reflected on Appendix Pricing UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by SWBT based on Time and Materials charges as reflected on Appendix Pricing UNE - Scheduled Prices labeled "Time and Materials Charges".

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- 3.3 To the extent a SWBT NID exists, it will be the interface to customers' premises wiring unless CLEC and the customer agree to an interface that bypasses the SWBT NID.
- 3.4 For single-unit and small business locations, CLEC will be allowed direct connections to SWBT's NID where spare slots are available. Otherwise, CLEC will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SWBT NID, unless CLEC and the customer agree to an alternate interface as provided for in Section 3.3.
- 3.5 With respect to multiple dwelling units or multiple-unit business premises where the NID is easily accessible, CLEC will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs. For businesses and apartment locations where the customer's wiring is not accessible outside of the SWBT NID, SWBT should rearrange its NID to allow CLEC access to the inside wiring.
- 3.6 The SWBT NIDs that CLEC uses under this Attachment will be those installed by SWBT to serve its customers.
- 3.7 CLEC will not attach to or disconnect SWBT's ground. CLEC will not cut or disconnect SWBT's loop from its protector. CLEC will not cut any other leads in the NID. CLEC will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. CLEC will tighten all screws or lugs loosened by CLEC in the NID's enclosure and replace all protective covers.
- 4.0 **Local Loop**
- 4.1 Definition: A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user customer premises.
- 4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing-Unbundled Network Elements - Schedule of Prices the types of unbundled loops in sections 4.2.1 through 4.2.4. When CLEC orders an unbundled loop, CLEC will be provided a termination on whatever NID, if any, connects the loop to the customer premises, without additional charge.
- 4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

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- 4.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
- 4.2.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
- 4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 4.2.4 The 4-Wire digital loop 1.544 Mbps loop will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 4.3 CLEC may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, including, without limitation, loops capable of carrying DS3 signals, pursuant to the Special Request process.
- 4.4 When CLEC owns or manages its own switch and requests an unbundled Loop to be terminated on CLEC's switch and the requested loop is currently serviced by SWBT's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of CLEC's request notify CLEC of the lack of available facilities. CLEC may request alternative arrangements through the Special Request process. This requirement for moving the loop off of the IDLC does not apply when CLEC orders a Loop/Switch port for use in combination from SWBT.
- 4.5 In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to unbundled loops or entrance facilities when used in an explosive atmosphere. CLEC will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to CLEC's or CLEC end user's use of unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by SWBT.
- 4.6 **Subloop Elements**
- 4.6.1 SWBT will provide unbundled access to each of the following subloop elements: loop distribution; loop concentrator/multiplexer; and the loop feeder facilities. SWBT will provide CLEC with unbundled access to any unused subloop element

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at all technically feasible locations. Also, if an end user requests that a SWBT service be replaced by an CLEC service and CLEC requests a subloop element that is then being used by SWBT to serve that end user, SWBT will make that subloop element available to CLEC. These locations will generally be those where space is available, where SWBT currently has such elements terminated and from which terminations the subloop element would be cross-connected by SWBT in the course of providing or maintaining service.

#### **4.6.2      Points of sub-loop unbundling**

- 4.6.2.1      Typically, the local loop will be unbundled at the Feeder Distribution Interface (FDI). The local loop may also be unbundled at Remote Terminal (RT) appearances. That is, upon CLEC's request and where technically feasible (e.g. space available), SWBT will terminate CLEC's cable in SWBT's FDI/RT and perform subsequent cross connects in SWBT's FDI/RT to CLEC's facilities. All work done within SWBT's FDI/RT will be done by SWBT personnel. CLEC will pay for these terminations and cross connects at the rates reflected in Appendix Pricing UNE Schedule of Prices labeled "Time and Materials."
- 4.6.2.2      When CLEC orders the distribution portion of the local loop or the feeder portion of the local loop and no FDI exists along the existing loop, the feeder element will be unbundled from the distribution element at the feeder/distribution splice (or point of transition where the cable facilities change from underground cable counts to aerial counts). In this situation and the situation where the existing FDI has insufficient capacity, a technically appropriate device for interconnection (e.g., FDI or cable stubs) will be established at SWBT's option if SWBT reasonably determines that a technically appropriate device does not already exist. CLEC will reimburse SWBT for the portion of the installation expenses reasonably required to provide interconnection to the sub-loop element ordered by CLEC.
- 4.6.3      When the loop is unbundled at the FDI there are only two subloop elements (not including the Network Interface Device - NID), Loop Feeder and Loop Distribution. These elements will be available with the same electrical interfaces described in sections 4.2.1, 4.2.3, and 4.2.4 above.
- 4.6.4      Loop Feeder is defined as the portion of the loop from the Main Distribution Frame (MDF) in SWBT's Central Office (CO) to the FDI or from the MDF to the RT when CLEC requests unbundling at the RT.
- 4.6.5      Loop Distribution is defined as the portion of the loop from the FDI to the Network Interface Device (NID) or from the RT to the NID when CLEC requests unbundling of the loop at the RT.

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- 4.6.6 When CLEC purchases Loop Feeder and Loop Distribution, CLEC will pay the appropriate prices in Appendix Pricing -UNE, Schedule of Prices under “Subloop Unbundling” labeled “Loop Feeder” and “Loop Distribution”.
- 4.6.7 Whenever CLEC requests subloop unbundling at a RT and wants to order only the Concentrator /Multiplexer to be separated from the Loop Feeder and Loop Distribution, such order will be handled through the Special Request Process.
- 4.6.8 CLEC will be responsible for service surveillance and monitoring the loop with respect to those sub loop elements which CLEC purchases.

## **5.0 Local Switching**

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

- 5.1.1 The local switching element also includes access to all call origination and completion capabilities (including intraLATA and interLATA calls), and CLEC is entitled to all revenues associated with its use of those capabilities, including access and toll revenues.

## **5.2 Technical Requirements**

- 5.2.1 SWBT will provide the local switching element so that the dialing plan associated with the port will be equal to the dialing plan established in the office for SWBT's own customers. When the established dialing plan calls for 10 digit dialing, it will apply equally to Unbundled Local Switching purchased by CLEC.
- 5.2.2 Except as required to fulfill CLEC requests for customized routing, SWBT's Local Switching element will route calls on SWBT's common network (i.e.,



Common Transport) to the appropriate trunk or lines for call origination or termination according to the same criteria that SWBT applies to its own calls.

- 5.2.3 When CLEC requests Customized Routing, either through Unbundled Local Switching or Resale, SWBT will route local operator and directory assistance calls to CLEC's Operator Services and Directory Assistance platforms. In addition, at CLEC's request, for the Unbundled Local Switching element, SWBT will route local calls to CLEC designated facilities rather than to SWBT's common network.
- 5.2.3.1 Subject to the above, SWBT will provide Customized Routing with Unbundled Local Switching or Resale only according to the following conditions: Customized Routing will only be permitted on a class of call basis (i.e., all Directory Assistance Calls and/or all Operator Services calls (or all local calls for Unbundled Local Switching only) must be routed to the same dedicated facility or facilities.) Provided that, for local calls over unbundled switching, CLEC may establish dedicated transport facilities (either unbundled or through an alternate vendor) between SWBT end offices to route local traffic to those end offices. For each end office, ("terminating end office") to which CLEC establishes such dedicated transport from a SWBT end office ("originating end office"), SWBT will selectively route local calls for the NXX code served by the terminating end office onto CLEC's dedicated transport to that end office. Local calls for all NXX codes other than those served by terminating end offices to which selective routing has been established will be transported and terminated over SWBT's common transport network. CLEC may request additional types of Customized Routing for local calls through the Special Request Process.
- 5.2.3.2 The establishment of customized routing in a SWBT end office will be subject to the rates and conditions specified on an individual case basis as reflected in Appendix Pricing UNE - Schedule of Prices labeled as "Customized Routing".
- 5.2.3.3 Pending Missouri Public Service Commission approval of the rates for customized routing, CLEC will pay for customized routing on an interim basis at SWBT's proposed rates subject to true-up. When the Commission orders final cost based rates, should those rates differ from the interim rates, 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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5.2.4

**Customized Routing of CLEC Directory Assistance and Operator Services**

5.2.4.1

Where CLEC purchases Unbundled Local Switching or Resale and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route calls from CLEC customers for Directory Assistance and Operator Services to CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with this Attachment.

5.2.4.2

SWBT intends to use AIN Customized Routing wherever it is available for use, if the customized routing so provided meets the requirements of the Act. Customized routing through AIN technology will be available by December 31, 1997, subject to the limitations described in 5.2.4.2.1 below. Unless the Parties agree to a different schedule, SWBT will fulfill orders for particular customized routing arrangements using AIN within 30 work days following receipt from CLEC of a completed customized routing end office order and acceptance of SWBT's price proposal developed on an individual case basis (ICB), consistent with Section 5.2.3.3 of this attachment, but in no event prior to the first work day of 1998. The customized routing end office order will detail the identity of the end office(s), the class(es) of call to be customized routed (i.e. operator services and directory assistance) and the trunk group(s) to which each class of call will be connected. SWBT will provide a price proposal no later than 10 days after receipt of the customized routing end office order.

5.2.4.2.1

Certain services (e.g. hotel/motel, coin services which require network provided coin signaling, ports using voice activated dialing in a 5ESS switch) cannot be customized routed through AIN technology and will require the use of line class codes for the provision of customized routing. Additionally, switches which are not SS7 compatible (i.e. DMS 10 switches) cannot customize route using AIN technology and will require the use of line class codes. SWBT will fulfill orders for particular customized routing arrangements using line class codes within 30 work days following receipt from CLEC of a completed customized routing line class code order and acceptance of SWBT's price proposal developed on an individual case basis (ICB) consistent with Section 5.2.3.3 of this attachment. The customized routing line class code order will detail the identity of the end office, the class of call to be customized routed (i.e. operator services or directory assistance), the trunk group(s) to which each class of call will be connected and such other information as is reasonably required to complete the order. SWBT will provide the price proposal not longer than 10 days after receipt of the customized routing order.

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- 5.2.4.3 SWBT will make available to CLEC the ability to route all Directory Assistance and Operator Services calls (1+411, 0+411, 0-, and 0+ Local, 0+ IntraLATA toll (prior to dual PIC), 0+HNPA-555-1212 (IntraLATA) (prior to dual PIC), 1+HNPA-555-1212 (IntraLATA) (prior to dual PIC) dialed by CLEC Customers directly to the CLEC Directory Assistance and Operator Services platform. Customized routing will not be used in a manner to circumvent the inter or IntraLATA PIC process directed by the FCC.
- 5.2.4.4 SWBT does not currently have the ability to translate 1+411 to another number or the ability to change signaling associated with the custom routed call type. At CLEC's request, SWBT will attempt to develop a suitable method of providing the necessary digit translation and signaling protocol conversion to allow conversion of 1+411 directory assistance calls to a 1+900+XXX+XXXX format in order to provide customized routing of directory assistance calls to a destination selected by CLEC. At the time of CLEC's request, SWBT and CLEC shall agree upon the technical description of the process to be designed, the necessary operational parameters, the necessary billing system parameters, an estimated time for the design of the process, and the estimated costs of designing the process. Upon the completion of the design phase of the project, an operational trial shall be conducted to determine the feasibility of implementation of the new system in the SWBT network. CLEC's obligation to pay for the development of the system shall not be conditioned upon the success of the development of a workable system. By insertion of this clause, SWBT does not agree that it has an obligation under the FTA96 to provide this service.
- 5.2.4.4.1 At CLEC's request, SWBT will provide functionality and features within its local switch to route CLEC customer-dialed Directory Assistance local and intraLATA calls to the designated trunks via Modified Feature Group C signaling from SWBT's 1AESS and other switch types or as the parties otherwise agree, for direct-dialed calls, (e.g., 1+411, 0, and 0+Local, 1+Home/Foreign NPA-555-1212 sent paid).
- 5.2.4.5 SWBT will provide the functionality and features within its local switch to route CLEC dialed 0/0+ local and intraLATA calls (prior to dual PIC) to CLEC. (Designated trunks via operator services Modified Feature Group C signaling.)
- 5.2.4.6 After implementation of dual PIC, SWBT will route IntraLATA Toll calls (as defined by the exchange dialing plan (via the commission mandated dual PIC method (when implemented) when CLEC uses Local Switching elements or resold services. SWBT will route InterLATA calls (as defined by the exchange dialing plan (via the existing PIC process when CLEC uses Local Switching elements.

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- 5.2.4.7 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators.
- 5.2.4.8 SWBT will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.
- 5.2.4.9 Customized routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.
- 5.2.4.10 SWBT, no later than five (5) days after the date CLEC requests the same, will provide on a one time basis to CLEC the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SWBT in each NPA-NXX. Such data will be transmitted via paper copies of all SWBT emergency listings reference documents from all SWBT's Operator Services offices. CLEC agrees to indemnify and hold SWBT harmless from all claims, demands, suits or actions by third parties against SWBT, or jointly against CLEC and SWBT, arising out of its provision of such information to CLEC.
- 5.2.4.11 SWBT will provide access to Operator Services Busy Line Verification/ Emergency Interrupt (BLV/EI). Such access will be performed by the SWBT operator upon receipt of a request from an CLEC operator. SWBT will meet the same performance results for CLEC customer requests as it does for SWBT customer requests and will size the trunk groups required to perform this function in accordance with the volume demands. SWBT will provide to CLEC performance reports for the BLV/EI access and success rates on a quarterly basis for the next 12 months from the date of Agreement or as mutually agreed to between the Parties. CLEC acknowledges that SWBT will not be able to separate CLEC and SWBT results.
- 5.2.5 SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 5.2.6 SWBT will perform testing through the Local Switching element for CLEC customers in the same manner and frequency that it performs such testing for its own customers for an equivalent service.
- 5.2.7 SWBT will repair and restore any SWBT equipment or any other maintainable component that may adversely impact Local Switching.

- 5.2.8 SWBT will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. CLEC agrees to respond to SWBT's notifications regarding network congestion.
- 5.2.9 SWBT will perform, according to its own procedures and applicable law, manual traps as requested by designated CLEC personnel (Attachment 16: Network Security) and permit customer originated call trace (Attachment 1: Resale, Appendix Services/Pricing). CLEC will obtain all necessary legal authorization for the call trace.
- 5.2.10 SWBT will record billable events, where technically feasible, and send the appropriate billing data to CLEC as outlined in Attachments 9 and 10.
- 5.2.11 SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. CLEC requests for use of SWBT adjuncts will be handled through the Special Request process.
- 5.2.12 SWBT will provide Usage Data and trouble history regarding a customer line, upon CLEC's request as provided in Attachment: 8 and Attachment: 10.
- 5.2.13 SWBT will allow CLEC to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are available or as may be requested by the Special Request process. When CLEC purchases Unbundled Local Switching (ULS), SWBT will provide CLEC the vertical features that the switch is equipped to provide, as part of the usage charges associated with ULS.
- 5.2.14 **Blocking/Screening**
- 5.2.14.1 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls (IDDD) and toll calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law. In those end offices where AIN is deployed, there will be no additional charge for blocking/screening for the above listed standard blocking/screening capabilities.
- 5.2.14.2 When AIN customized routing is not employed by CLEC (e.g., DMS-10 switches, end user service with voice activated dial served out of a 5ESS switch, coin services where SWBT's network rather than the telephone provides the signaling, hotel/motel services, and certain CENTREX-like services with features that are incompatible with AIN), SWBT will provide blocking/screening via special line class codes on a ICB basis.

5.2.15 **Directory Assistance Listings**

5.2.15.1 Where CLEC orders a switch port, SWBT will include CLEC's local end user customers' listings in SWBT's Directory Assistance database as part of the service order process. SWBT will also honor all such customers' preferences for listing status (e.g., non-published, unlisted), as noted on the service order request or similar process.

5.3 **Switch Ports**

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

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

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

5.3.1.2.1 The Missouri Commission ordered unbundling of the local switching element, but the interim rates approved by the Missouri Commission did not identify a rate for an Analog (DID) trunk port.

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

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

5.3.1.5 ISDN Primary Rate Interface (PRI) Trunk Side Port: trunk side switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities.

- 5.3.1.5.1 Input/Output (I/O) Port: A port arranged to provide signaling between a voice mail platform and the central office switch (i.e., SMDI Port or technically equivalent port which is equivalent to the switch port currently used to provide SWBT's tariffed NSII or SII service).
- 5.3.1.6 When CLEC purchases switch ports, the applicable prices contained on Appendix Pricing UNE - Schedule of Prices and labeled "Port Charge per month" will apply. In addition, applicable usage sensitive charges are found in Appendix Pricing UNE - Schedule of Prices labeled "Local Switching".
- 5.3.1.7 CLEC may request additional port types from SWBT through the Special Request process.

## **6.0 Tandem Switching**

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

- 6.1.1 When CLEC uses Tandem Switching SWBT will charge the price shown on Appendix Pricing UNE - Schedule of Prices labeled "Tandem Switching". No port charge applies with Tandem Switching.

## **6.2 Technical Requirements**

- 6.2.1 Tandem Switching will provide trunk to trunk connections for local calls between two end offices including two offices belonging to different CLEC's (e.g., between an CLEC end office and the end office of another CLEC).
- 6.2.2 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 9.
- 6.2.3 SWBT will perform testing through the Tandem Switching element for CLEC in the same manner and frequency that it performs such testing for itself.
- 6.2.4 To the extent that SWBT manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as

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

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

7.0 **Operator Services and Directory Assistance**

- 7.1 Definition: Operator Services and Directory Assistance (OS/DA) is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The OS/DA Network Element provides two types of functions: Operator Service functions and Directory Service functions, each of which is described in detail below.

7.2 **Operator Service**

This section sets forth the terms and conditions under which SWBT agrees to provide operator services (Operator Services) for CLEC. When CLEC uses Operator Services, CLEC will pay the lowest existing intercompany compensation rate.

- 7.2.1 **Services** - SWBT will provide the following three tiers of Operator Services:

- 7.2.1.1 **Fully-Automated** - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where CLEC has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.

- 7.2.1.2 **Semi-Automated** - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.

- 7.2.1.3 **Non-Automated** - Allows the caller to complete a call by receiving full assistance from an Operator.



- 7.2.2 **Call Types** - SWBT will provide to CLEC the following call types:
- 7.2.2.1 **Fully Automated Station-to-Station** - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
- 7.2.2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
- 7.2.2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
- 7.2.2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 7.2.2.2 **Semi-Automated Station-To-Station** - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
- 7.2.2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
- 7.2.2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 7.2.2.3 **Semi-Automated Person-To-Person** - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:
- 7.2.2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
- 7.2.2.3.2 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 7.2.2.4 **Operator Handled Station-To-Station** - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or

semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.

7.2.2.5 **Operator Handled Person-To-Person** - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.

7.2.2.6 **Operator Transfer Service** - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SWBT's Operator Transfer Service offering.

7.2.3 **Call Branding/Rate Reference**

7.2.3.0.1 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. SWBT will offer Call Branding of Operator Services in the name of CLEC. 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. CLEC 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 by the Missouri Commission by December 31, 1998 in a separate proceeding initiated by CLEC). 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.

7.2.3.0.2 Rate reference is the process by which an operator, either live or recorded, will quote CLEC's rates. When an CLEC caller requests a quotation of rates, CLEC will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. CLEC 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 CLEC.) 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.

- 7.2.3.1 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services (e.g., “bong” CLEC).
- 7.2.3.2 SWBT Operator Services operators will provide Operator Services Rates/Reference Information upon request to CLEC’s end users. Rate/Reference information will be provided under the following terms and conditions:
  - 7.2.3.2.1 CLEC 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.
  - 7.2.3.2.2 CLEC 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. CLEC 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 CLEC end user, SWBT will quote the Operator Services rates provided by CLEC.
- 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 CLEC’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. CLEC will provide to SWBT the communities associated with CLEC’s NXX(s).
  - 7.2.4.4 **Calling Card** - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC 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 CLEC will be provided by SWBT using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 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 CLEC such data as necessary for CLEC 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 CLEC 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 CLEC 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. CLEC 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 CLEC**

- 7.2.7.1      Except where provided through SWBT unbundled Network Elements purchased by CLEC, CLEC 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 CLEC serving office, in a mutually agreed upon format and media.

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- 7.2.7.2 CLEC 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 CLEC will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables. CLEC will provide the initial data by a date mutually agreed to between CLEC and SWBT. CLEC will keep this data current using procedures mutually agreed to by CLEC and SWBT. CLEC will provide all data and changes to SWBT in the mutually agreed to format(s).
- 7.2.7.4 When CLEC desires to customize route Operator Services and such routing capability is not currently technically available, CLEC 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 CLEC chooses not to customize route the OS calls, CLEC agrees that SWBT will be the sole provider of OS for one year from the date CLEC designates SWBT as CLEC's provider of OS. CLEC 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 CLEC. When CLEC uses Directory Assistance, CLEC 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 CLEC's customers who call DA according to current SWBT methods and practices or as subsequently modified.

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- 7.3.1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call.
- 7.3.1.3 SWBT agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SWBT's switch and where CLEC obtains DA service from SWBT.
- 7.3.1.4 CLEC commits that SWBT's provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC 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 CLEC 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 CLEC. SWBT will offer Call Branding of Operator Services in the name of CLEC. 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. CLEC 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 by the Missouri Commission by December 31, 1998 in a separate proceeding initiated by CLEC). 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 CLEC's rates. When an CLEC caller requests a quotation of rates, CLEC will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. CLEC 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 by the Missouri Commission by December 31, 1998 in a separate proceeding initiated by CLEC). 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 CLEC's end users. Rate information will be provided under the following terms and conditions:
  - 7.3.3.2.1 CLEC 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 CLEC 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. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.
  - 7.3.3.2.3 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Directory Assistance rates provided by CLEC.
- 7.3.4 **Responsibilities of SWBT**
  - 7.3.4.1 SWBT will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SWBT.
  - 7.3.4.2 SWBT will provide and maintain its own equipment to furnish DA Services.

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7.3.4.3 SWBT will provide DA Service to CLEC customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.

7.3.4.4 SWBT will include current CLEC 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 CLEC 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 CLEC 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. CLEC 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.

7.3.6 **Responsibilities of CLEC**

7.3.6.1 Except where provided through SWBT unbundled Network Elements purchased by CLEC, CLEC 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 CLEC serving office, in a mutually agreed upon format and media.

7.3.6.2 CLEC 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 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC 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.

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- 7.3.6.4 When CLEC desires to customize route Directory Assistance and such routing capability is not currently technically available, CLEC 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 CLEC chooses not to customize route the DA calls, CLEC agrees that SWBT will be the sole provider of DA for one year from the effective date CLEC designates SWBT as CLEC's provider of DA. CLEC 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 more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or CLEC or third parties acting on behalf of CLEC, or between switches owned by SWBT or CLEC or third parties acting on behalf of CLEC. Interoffice Transport includes Common Transport and Dedicated Transport.

8.1 **Common Transport**

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

- 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.

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

- 8.2.1.1 When CLEC 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.

- 8.2.1.1.1 When CLEC orders unbundled dedicated transport between an CLEC 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 CLEC does not actually utilize a dedicated transport entrance facility in connection with an order for unbundled dedicated transport between an CLEC office and a SWBT office, CLEC 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 CLEC.

- 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, CLEC 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

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addition, SWBT offers OC48(2488.320 Mbps) bandwidth as an option for interoffice capacity. CLEC 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 CLEC 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.

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 CLEC at the same bandwidth as received from CLEC. If CLEC 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 CLEC 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 CLEC 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 extent SWBT provides DCS functionality to CLEC, under CLEC'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 CLEC database. The database setup is a grid, built by SWBT, that contains all of the unbundled dedicated transport circuits that CLEC will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting CLEC to control its own circuits. Also included is initial training on the system.

Database Modification Charge - This charge applies each time CLEC 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 CLEC circuit is changed. As an example, if CLEC 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.

- 8.2.3.3.1 CLEC may utilize the DCS Dedicated Transport element through the use of a terminal on CLEC premises to access a database maintained by SWBT to reconfigure CLEC's Dedicated Transport facilities.
- 8.2.3.4 CLEC may use the DCS to directly access and control CLEC'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 CLEC 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 CLEC will remotely access the DCS by using a terminal on CLEC's premises in conjunction with CLEC'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 CLEC.
- 8.2.3.7 SWBT will make two DCS options available to CLEC: On-demand; and Reservation. The on-demand option allows CLEC to make immediate changes to the network, while the reservation option allows CLEC to execute a change at a specified time designated by CLEC.
- 8.2.3.8 CLEC may use DCS to perform the following functions:
  - 8.2.3.8.1 Routing/Rerouting - The routing feature allows CLEC to select the routes that will be used to connect circuits between DCSs. CLEC may control the route selection process by various parameters according to CLEC's needs. CLEC may also reroute circuits from a failed internodal facility to a working one.
  - 8.2.3.8.2 Renaming-CLEC may rename its network locations, circuits, and facilities.
  - 8.2.3.8.3 Special Day Definition - CLEC may specify circuit reconfiguration on special days, e.g., payday, holidays.

- 8.2.3.8.4 Resource Verification - CLEC 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 - CLEC is provided database log that contains every transaction involving reconfigurations.
- 8.2.3.8.6 Compatibility Table - CLEC may view the allowable access line combinations that can be used with the DCS.
- 8.2.3.8.7 Path Priority - CLEC may arrange its circuit paths in order of priority when multiple routes exist.
- 8.2.3.8.8 Reservation Summary Screen - CLEC may view the status of its reconfiguration reservations.
- 8.2.3.8.9 MACRO Command/Network Modeling - CLEC may initiate with one command, multiple two-point cross-connections. CLEC 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, CLEC 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 CLEC 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 CLEC STPs or switches and the SWBT STP pair that provides appropriate physical diversity when available. Generally the CLEC designated Signaling Points of Interconnection (SPOI) are at SWBT's STP or serving wire center.

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

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established herein and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new facility as described in this paragraph is mutually beneficial, then SWBT will not use the new facility's links and SWBT acknowledges that CLEC may block SWBT's usage of the new facility's links.

9.1.1.4 If new links are established and the SPOI is located in a different end office than the STP, CLEC may purchase 56 Kbps transport between the SPOI and the cross connect panel where the STP is located (in addition to the port and cross connect required in 9.1.1.2 above). In this circumstance, CLEC will 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 CLEC the applicable charges established herein, and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new link as described in this paragraph is mutually beneficial, then SWBT will not use the new link and SWBT acknowledges that CLEC may block SWBT's usage of the new link.

9.1.2 **Technical Requirements**

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

9.1.2.1.1 As an "A-link" which is a connection between a switch and a home Signaling Transfer Point 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 CLEC provides its own switch or STPS, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

9.1.4 CLEC will identify to SWBT the Signaling Point Codes (SPCs) associated with the CLEC set of links. 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 CLEC provides its own switching, and purchases signaling link transport, CLEC will furnish to SWBT, at the time such transport is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network.



The forecast will include total annual volume and busy hour month volume. SWBT will utilize the forecast in its own efforts to project further facility requirements. CLEC will furnish such forecasts in good faith, but will not be restricted in its use of the signaling network based on such forecasts.

- 9.1.6 CLEC will inform SWBT in writing thirty (30) days in advance of any material expected change in CLEC's use of such SS7 Signaling Network. CLEC 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 (STPs) switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. Signaling Transfer Point includes the associated link interfaces.

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

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

- 9.2.1.1.1.1 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a SWBT STP pair to a SWBT STP pair located in a different LATA. The message would be routed in the same manner as SWBT routes SS7 messages for itself (e.g., local STP to regional STP to regional STP to local STP). The rate (per octet) will apply to octets comprising ISUP and TCAP messages. When CLEC 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), CLEC 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 CLEC elects to be billed for this signaling transport at the UNE rate referenced in the preceding paragraph, CLEC will be required to use a unique point code for each applicable CLEC 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 CLEC does not provide a unique point code, CLEC will be charged at a tariffed rate.

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

9.2.1.1.3 Signaling for CLEC utilizing SWBT's Local Switching Unbundled Network Element (UNE): Use of SWBT's SS7 signaling network will be provided as set forth in an order for the Local Switching unbundled network element. CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the SWBT SS7 signaling on a per call basis at 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 CLEC at the SWBT STPs, and each Party will provision in accordance with these parameters where technically feasible. CLEC may specify screening parameters so as to allow transient messages to cross the SWBT SS7 Network. The Parties will identify to each other the Global Title and Translation Type information for message routing.

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

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- 9.2.2.3 The connectivity provided by STPs will fully support the functions of all other Network Elements connected to the SWBT SS7 network. This explicitly includes the use of the SWBT SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the SWBT SS7 network. When the SWBT SS7 network is used to convey such messages, there will be no intentional alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. In its capacity as an LSP, CLEC will transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.
- 9.2.2.4 If the SWBT STP does not have a route to the desired Signaling Point Code, CLEC will submit a request indicating the proposed route. If the proposed route uses a set of links not associated with CLEC, CLEC will include a letter of agency that indicates the third party is willing to receive the messages and pay any applicable charges. Use of the STP provides a signaling route for messages only to signaling points to which SWBT has a route. SWBT will add the SPC to the STP translations if technically feasible.
- 9.2.2.5 In cases where the destination signaling point is a SWBT local or tandem switching system or DB, or is an CLEC or third party local or tandem switching system directly connected to the SWBT SS7 network, STPs will perform MRVT and SRVT to the destination signaling point, if and to the extent these capabilities exist on the particular SWBT STPs. In all other cases, STPs will perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the SWBT SS7 network, if and to the extent these capabilities exist on the particular SWBT STPs. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and if and to the extent these capabilities exist on the particular SWBT STPs.
- 9.2.3 **Interface Requirements**
- 9.2.3.1 SWBT will provide STP interfaces to terminate A-links, B-links, and D-links.
- 9.2.3.2 CLEC will designate the Signaling Point of Interconnection (SPOI) for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI.
- 9.2.3.3 SWBT will provide intraoffice diversity to the same extent as it provides itself between the SPOIs and the SWBT STPs. CLEC may request and SWBT will provide, to the extent technically feasible, greater diversity through the Special Request process.

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9.3 **Service Control Points/Call-Related Databases**

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

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

9.3.2 **Technical Requirements for SCPs/Call-Related Databases**

9.3.2.1 Requirements for SCPs/Call-Related Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Call-Related Databases will be provided to CLEC in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Sections 9.4 through 9.8.

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

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

9.4 **Line Information Database (LIDB)**

9.4.1 Definition: The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. It

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contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides return result, return error and return reject responses as appropriate. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is 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 CLEC also will pay the non-recurring LIDB charge shown on the Appendix Pricing UNE – Schedule of Prices, on a per-CLEC switch basis, to establish LIDB and CNAM query capability from an CLEC 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 CLEC with interfaces that allow CLEC to access SWBT's LIDB service management system (SMS). These interfaces will allow CLEC to create, modify, and delete CLEC 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 CLEC selects a non-SWBT LIDB or LIDB-like database, CLEC 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 CLEC access to Validation information whenever CLEC initiates a query from an SSP for Validation information available in SWBT's LIDB.
- 9.4.2.2 All CLEC 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. CLEC acknowledges that such subsystem number and translation type values are currently necessary for SWBT to properly process Validation queries to its LIDB.

- 9.4.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect LIDB 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 CLEC, may also store their data in SWBT's LIDB. SWBT will request such telecommunications companies to also provide a record for every working line number and Special Billing Number served by those companies.
- 9.4.2.5 SWBT's LIDB 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 CLEC's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's LIDB for the provision of LIDB Validation Service by CLEC will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.
- 9.4.2.6.1 In the event that CLEC is using its own OS platform, CLEC 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".
- 9.4.2.6.2 In the event that CLEC 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 CLEC's Operator Services Position System (OSPS) as an LSP within the SWBT traditional five state serving

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area and queries from CLEC'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, CLEC will develop an allocation factor to distinguish the proportion of queries attributed to CLEC as an IXC and those attributed to CLEC as an LSP within the SWBT serving area. Should CLEC opt to treat all queries at the higher rate, CLEC will not be required to develop an allocation factor.

9.4.2.6.4 SWBT will notify CLEC of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice CLEC will advise SWBT whether CLEC 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. CLEC 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 CLEC notifies SWBT of its intent to develop a factor. Until CLEC 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 CLEC on a quarterly basis and subject to audit by SWBT on a yearly basis.

9.4.2.7 LIDB Validation provided by SWBT to CLEC 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 CLEC and SWBT will provide CLEC with the opportunity to comment. CLEC may request and SWBT will provide, to the extent technically feasible, LIDB Validation that is superior or lesser in quality than 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 CLEC's access to any LIDB Validation information does not create any ownership interest that does not already exist. Telecommunications companies, including CLEC, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

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

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- 9.4.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:
- Billed (Line/Regional Accounting Office (RAO)) Number
  - PIN Number(s)
  - Billed Number Screening (BNS) indicators
  - Class of Service (also referred to as Service or Equipment)
  - Reports on LIDB usage
  - Information related to billing for LIDB usage
  - LIDB usage statistics.
- 9.4.3.4 CLEC agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.
- 9.4.3.5 If CLEC acts on behalf of other carriers to access SWBT's LIDB Validation, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a Validation query to SWBT's LIDB.
- 9.4.3.6 SWBT will share end user information, pertinent to fraud investigation, with CLEC when validation queries for the specific end user reaches SWBT's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SWBT's LIDB.
- 9.4.3.7 Nothing in Sections 9.4.3.1 through 9.4.3.7 is intended to restrict CLEC's use or storage of CLEC data created or acquired independently of SWBT's LIDB 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.

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- 9.4.4.1.4 LIDB Editor - A database editor located at the SCP where LIDB resides. LIDB Editor provides emergency access to LIDB that bypasses the service management system for LIDB.
- 9.4.4.1.5 Line Validation Administration System (LVAS) - An off-line administrative system, used by SWBT to add, delete and change information in LIDB. For purposes of this Attachment, LVAS is SWBT's service management system for LIDB.
- 9.4.4.1.6 Line Record - Information in LIDB or LVAS that is specific to a single telephone number or Special Billing Number.
- 9.4.4.1.7 Toll Billing Exception (TBE) - A LIDB option that allows end users to restrict third number billing or collect calls to their lines.
- 9.4.4.1.8 Service Management System (SMS) - An off-line system used to access, create, modify, or update information in LIDB. For the purposes of this Attachment, the SMS for LIDB is LVAS.
- 9.4.4.1.9 Sleuth - An off-line administration system that SWBT uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences of fraud that may require investigation. Detection parameters are based upon vendor recommendations and SWBT's analysis of collected data and are subject to change from time to time.
- 9.4.4.1.10 Special Billing Number (SBN) Account Groups - Line records in LIDB that are based on an NPA-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. CLEC understands and agrees that SWBT, in its role as system administrator, may need to access any record in LIDB, including any such records of CLEC. SWBT will limit such access to those actions necessary to ensure the successful operation and administration of SWBT's SCP and LIDB.
- 9.4.4.2.4 SWBT does not presently have data screening capability in LIDB. Data Screening is the ability of a LIDB owner to deny complete or partial access to LIDB data or processes. At such time as SWBT has LIDB Data Screening capability for individual data owners, including itself, it will make that capability available to CLEC.
- 9.4.4.2.5 On behalf of third parties who query LIDB for CLEC data and receive a response verifying the end user's willingness to accept the charges for the underlying call, CLEC at its election either will bill the appropriate charges to end users or will provide all necessary billing information needed by the third party to bill for the services provided.
- 9.4.4.2.6 Upon receipt of the Line/Billing information from CLEC, 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 CLEC stores its own Validation information in a database other than SWBT's, such information will be made available to SWBT through an

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industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between SWBT and the database provider. SWBT agrees to negotiate in good faith to reach such an agreement. If SWBT is unable or chooses not to enter into an agreement with a database provider, CLEC acknowledges that such CLEC validation information will be unavailable to any customer including CLEC served by SWBT OS platforms.

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

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

- 9.4.4.3.1 LVAS provides CLEC with the capability to access, create, modify, or update information in LIDB. LVAS has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

9.4.4.4 **Service Order Entry Interface**

- 9.4.4.4.1 The Service Order Entry Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's own service order entry process to LVAS. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process into LVAS.
- 9.4.4.4.2 CLEC's access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide SWBT with a security gateway for CLEC access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SWBT's Service Order Entry Interface to LVAS. CLEC does not gain access to any other SMS, interface, database, or operations support system through this Appendix.
- 9.4.4.4.3 SWBT will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SWBT to provide LSP with Data Base Administration and Storage.
- 9.4.4.4.4 CLEC can choose the Service Order Entry Interface as its only interface to LVAS and LIDB or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.