ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

1.0 Protection of Service and Property

1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SWBT agrees to take the following reasonable and prudent steps, including but not limited to:

1.1.1 Restricting access to ALLTEL equipment, support equipment, systems, tools and data, or spaces which contain or house ALLTEL equipment to the extent SWBT provides this protection to its own facilities. SWBT will provide access to ALLTEL employees and its agents based on ALLTEL providing a list of authorized personnel. If escorted, ALLTEL employees and authorized agents must present identification required by SWBT.

1.1.2 SWBT will follow mutually agreed upon notification procedures in the event it becomes necessary for a SWBT employee to enter into the exclusive ALLTEL collocated space.

1.1.3 Complying at all times with mutually agreed to ALLTEL security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain ALLTEL equipment or equipment enclosures.

1.1.4 Allowing ALLTEL to inspect or observe spaces which house or contain ALLTEL equipment or equipment enclosures after such time as SWBT has turned over the collocation area to ALLTEL and to furnish ALLTEL with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured ALLTEL space.

1.1.5 Provide card access, coded locks or keyed locks providing security to the exclusive ALLTEL collocated space that is unique to that space.

1.1.6 Ensuring that the area which houses ALLTEL's equipment is adequately secured to prevent unauthorized entry to the same level as SWBT provides to itself.

1.1.7 Limiting the keys used in SWBT's keying systems for cages which contain or house ALLTEL equipment or equipment enclosures to its employees for required access only. Any access required other than emergency will be coordinated with ALLTEL to allow escort opportunity. SWBT will change locks at ALLTEL's request and expense where a security breach is known or suspected and the breach is not caused by SWBT.

1.1.8 Where ALLTEL requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house ALLTEL equipment or equipment enclosures.

1.1.9 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house ALLTEL equipment or equipment enclosures.

1.1.10 Providing prompt notification to designated ALLTEL personnel to indicate an actual or attempted security breach of which SWBT is aware.

1.2 ALLTEL and SWBT further agree to:

1.2.1 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.

1.2.2 Installing controls:

to disconnect a user for a pre-determined period of inactivity on authorized ports;

1. to protect customer proprietary information; and,
2. to databases to ensure both ongoing operational and update integrity.

1.2.3 Logical Security:

assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element will be established through a secure network or security gateway.

3. agreeing to comply with such computer security requirements as the parties shall set based upon mutual agreement.

2.0 Revenue Protection

2.1 SWBT will make available to ALLTEL to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers.

2.2 SWBT will provide to ALLTEL the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

2.3 SWBT will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

3.0 Law Enforcement Interface

3.1 SWBT will provide five day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. SWBT will provide assistance 24 hours per day for situations involving immediate threat to life or at the request of law enforcement officials. SWBT will provide a 24 hour contact number to administer this process.

1.1.4.3 SWBT performance for ALLTEL on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach and will result in liquidated damages of $75,000 payable for each such month; Conversely, if in a single month, the performance provided to ALLTEL exceeds that provided to SWBT (by greater than three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.

1.1.4.3.1 The four service categories within which performance credits may be used to offset the penalties are Pre-Ordering, Ordering/Provisioning, Maintenance/Repair, and General.

1.1.4.4 Liquidated damages for a Specified Performance Breach, as defined above, will only apply to the following Specified Activities:

Pre-Ordering

1.1.4.4.1 Average response time for OSS Pre-Order Interfaces

Ordering and Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.2 Average installation interval

1.1.4.4.3 Percent SWBT Caused Missed Due Dates

1.1.4.4.4 Delay Days for Missed Due Dates

1.1.4.4.5 Percent No Access

Specials and UNE Specials Loop and Port Combination

1.1.4.4.6 Average installation interval

1.1.4.4.7 Percent SWBT Caused Missed Due Dates

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.8 Average installation interval

1.1.4.4.9 Percent SWBT Caused Missed Due Dates

1.1.4.4.10 Average Response Time for Loop Make-Up Information.

B. Order Accuracy

1.1.4.4.11 Percent POTS Installation Reports Within 10 Days

1.1.4.4.12 Percent Specials Installation Reports Within 30 Days

1.1.4.4.13 Percent UNE Installation Reports Within 30 Days

C. Order Status

1.1.4.4.14 Percent Firm Order Completions received within "x" hours

1.1.4.4.15 Percent Mechanized Rejects Returned within 1 hour of the start of the EDI/LASR batch process

1.1.4.4.16 Percent Mechanized Completion Notices return within one hour of successful execution of the SORD (BU340) batch cycle

D. Held Orders

1.1.4.4.17 Percent Company Missed Due Dates Due to Lack of Facilities

1.1.4.4.18 Delay Days for Missed Due Dates Due to Lack of Facilities

E. Flow Through

1.1.4.4.19 Percent Flow Through

Maintenance/Repair

A. Time to Restore

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.20 Receipt to Clear Duration

1.1.4.4.21 Percent Out of Service < 24 Hours

Specials and UNE Specials Loop and Port Combination

1.1.4.4.22 Mean Time to Restore

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.23 Mean Time to Restore

1.1.4.4.24 Percent Out of Service < 24 Hours

B. Repeat Troubles

1.1.4.4.25 Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

1.1.4.4.26 Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

1.1.4.4.27 Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

C. Report Rate

1.1.4.4.28 POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

1.1.4.4.29 Specials and UNE Specials with Loop and Port Combination Failure Frequency

1.1.4.4.30 UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

D. Appointments Missed

1.1.4.4.31 POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

1.1.4.4.32 UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

E. No Access

F. 1.1.4.4.33 POTS & UNE POTS with Loop and Port Combinations Percent No Access

General

A. Billing

1.1.4.4.34 Percent of Billing Records Transmitted Correctly

1.1.4.4.35 Any Measurement listed below that is provided on an aggregate basis by SWBT (Reported for SWBT and CLECs combined) that in the future if SWBT provides the service such that SWBT differentiates itself from the CLEC, then SWBT would provide ALLTEL with the information related to ALLTEL and SWBT as well as the aggregate CLEC data.

2.0 Specified Performance Standards

2.1 The performing Party warrants that it will meet the above Performance Criteria, except in those instances where its failure to do so is a result of a) the other Party's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request.

3.0 Occurrence of a Specified Performance Breach.

In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a Party might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a Party having available to it end user opportunities similar to those opportunities available to a Party at the time of a breach; and 3) the difficulty of accurately ascertaining the amount of damages a Party would sustain if a Specified Performance Breach occurs. In the event of a Specified Performance Breach, the breaching Party agrees to pay the other Party, subject to Section 5.1 below, damages as referenced in all of Section 1.1.4 of this Attachment.

4.0 Liquidated Damages

4.1 The damages payable by either Party as a result of a Specified Performance Breach will be the amounts specified for each Specified Performance Breach in all of Section 1.1.4 (collectively, these amounts are referred to as "Liquidated Damages"). The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of the Parties at the time of the negotiation and entering into of this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages

constitute a reasonable approximation of the damages either Party would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

5.0 Limitations

In no event will a Party be liable to pay the Liquidated Damages if that Party's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a Party to perform any of its obligations set forth in this Agreement; b) any delay, act or failure to act by an end user, agent or subcontractor of either Party; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of a Party's compliance with the Performance Criteria, or (ii) only suspends a Party's ability to timely perform the Specified Activity, the applicable time frame in which that Party's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

6.0 Records and Reports

6.1 SWBT will not levy a separate charge for provision of the data to ALLTEL called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6.2 Reports are to be made available to the CLEC by the 15th day following the close of the calendar month. If the 15th falls on a weekend or holiday, the reports will be made available the next business day. If requested by ALLTEL, data files of ALLTEL raw data are to be transmitted by SWBT to ALLTEL on the 15th day pursuant to mutually acceptable format, protocol, and transmission media.

6.3 If SWBT does not provide a measurement at the time required, and fails to cure this omission by the 15th day of the succeeding month, the measurement will be considered to be out of parity by more than three standard deviations under the liquidated damages provisions set forth above, unless SWBT can demonstrate that the omission was the result of any of the factors listed in Section 5.1 above.

6.4 Using the rules defined for liquidated damages, SWBT will provide the credits for the associated damages within 30 days after reporting the measurement. Where liquidated damages result from a failure to report a measurement, SWBT will provide the credits within 30 days after the expiration of the cure period provided for in

Section 6.3 above (i.e., the 15th day of the month succeeding the month in which the omission occurred).

6.5 ALLTEL and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that ALLTEL requests such consultation and the issues raised by ALLTEL have not been resolved within 45 days after ALLTEL's request for consultation, then SWBT will allow ALLTEL to have an independent audit conducted, at ALLTEL's expense, of SWBT's performance measurement data collection, computing, and reporting processes. The auditor will enter into an appropriate non-disclosure agreement. ALLTEL may not request more than one audit per twelve calendar months under this section. This section does not modify ALLTEL's audit rights under other provisions of this Agreement.

6.6 Should SWBT at some future date purchase local services from ALLTEL, the Parties will negotiate performance measures to be provided to SWBT.

7.0 Remedial Plans

7.1 Within 15 business days after any of the following events occur, SWBT will prepare and provide to ALLTEL a remedial plan that specifies and schedules the steps SWBT will take to determine and remedy the particular performance deficiency:

7.1.1 SWBT reports performance for ALLTEL on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria; or

7.1.2 SWBT reports performance for ALLTEL on any Performance Measurement in three successive months that is greater than one standard deviations below the Performance Criteria.

8.0 Initial Implementation; Data Review

8.1 The Parties agree that none of the liquidated damages provisions set forth in this Attachment will apply (except for liquidated damages based on a failure to provide Performance Measurement reports) during the first three months after ALLTEL first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement. The remedial plan provisions of this Attachment apply during this three month period.

8.2 The Parties agree to revise the Performance Criterion for a Performance Measurement whenever a sufficient quantity of performance data indicate that SWBT's performance for itself on a particular measurement does not closely enough approximate a normal distribution curve to make use of standard deviation measures reasonable. In this event, the Parties will substitute a Performance Criterion that provides an alternative, statistically sound measure of parity performance. If the Parties cannot agree on a substitute Performance Criterion, they will appoint an independent statistician to select one.

9.0 Performance Measurements

SWBT will provide the following Performance Measurements under this Agreement:

9.0.1 All UNE combination measurements listed below will apply if and when SWBT combines the elements for the CLEC.

9.0.2 When SWBT does not combine elements for CLECs, some measurements below may not apply and additional measurements may be required to be developed based upon the access provided by SWBT to CLECs for the purpose of combining elements. Additional measurements required based upon the access given to CLECs for combining elements are subject to arbitration or dispute resolution by the Missouri Commission.

9.0.2.1 For UNE combination measurements that do not apply, liquidated damages are not applicable.

9.0.2.2 Liquidated damages for the following measurements will not apply unless the measurement for the CLEC includes at least thirty individual data points.

9.1 Pre-Ordering

9.1.1 Measurement - Average response time for OSS Pre-Order Interfaces

Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and DataGate) by function:

1.	Address Verification	Datagate:	80% 5 sec	90% 7 sec
		Verigate:	80% 5 sec	90% 7 sec
2.	Request For Telephone Number			
		Datagate:	80% 4 sec	90% 6 sec
		Verigate:	80% 4 sec	90% 6 sec
3.	Request For Customer Service Record (CSR)			
		Datagate:	80% 6 sec	90% 8 sec

	Verigate:	80% 7 sec	90% 10 sec
4. Service Availability			
	Datagate:	80% 3 sec	90% 5 sec
	Verigate:	80% 11 sec	90% 13 sec
5. Service Appointment Scheduling (Due Date)			
	Datagate:	80% 2 sec	90% 3 sec
	Verigate:	80% 2 sec	90% 3 sec
6. Dispatch Required			
	Datagate:	80% 17 sec	90% 19 sec
	Verigate:	80% 17 sec	90% 19 sec

Calculation - [(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)

Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

9.1.1.1 Note: The response times stated above may be altered if mutually agreed upon.

9.1.1.2 Note: ALLTEL and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

9.1.2 Measurement - EASE Average Response Time

Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return.

Calculation - [(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)

Report Structure - Reported for all CLECs and SWBT by division name (CPU platform).

9.1.3 Measurement - Percent Responses Received within "x" seconds.

Definition - The % of functions completed in "x" seconds for pre-order interfaces (Verigate and DataGate) by function:

7. Address Verification
   DataGate: <5, <7, and >7
   Verigate: <5, <7, and >7

8. Request For Telephone Number
   DataGate: <4, <6, and >6
   Verigate: <4, <6, and >6

9. Request For Customer Service Record (CSR)
   DataGate: <6, <8, and >8
   Verigate: <7, <10, and >10

10. Service Availability
    DataGate: <3, <5, and >5
    Verigate: <11, <13, and >13

11. Service Appointment Scheduling (Due Date)
    DataGate: <2, <3, and >3
    Verigate: <2, <3, and >3

12. Dispatch Required
    DataGate: <17, <19, and >19
    Verigate: <17, <19, and >19

Calculation - (# of responses within each time interval ÷ total responses) * 100

Report Structure - Reported on a company basis by interface for DataGate and Verigate.

9.1.4 Note: ALLTEL and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

9.2 Ordering And Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

9.2.1 Measurement - Average installation interval

Definition - Average business days from application date to completion date for N,T,C orders, excluding customer caused misses and customer requested due dates greater than 5 business days.

Calculation - [(completion date - application date)]/(Total number of orders completed)

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.2 Measurement - Percent Installations Completed within "x" business days
Definition - Percent installations completed within 5 business days for FW and 3 business days for NFW orders from receipt of confirmed service order excluding orders where customer requested a due date greater than 5 business days for FW and 3 business days for NFW orders and orders with only customer caused misses.

Calculation - (# N,T,C orders installed within "x" business days ÷ Total N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.3 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses.

Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.4 Measurement - Delay Days for SWBT caused Missed Due Dates

Definition - Average calendar days from due date to completion date on company missed orders.

Calculation - (Completion date - Committed order due date)/(# of posted orders)

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Broken out by Resale or UNE Loop and Port.

9.2.5 Measurement - Percent No Access

Definition - Percent of Field Work (FW) N,T,C orders that are no accessed.

Calculation - Count of FW N,T,C orders that are no accessed ÷ Total number of FW N,T,C orders.

Report Structure - Reported for CLEC, total CLECs and SWBT retail. Broken out by Resale or UNE Loop and Port.

Specials and UNE Specials Loop and Port Combination

9.2.6 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - [(completion date - application date)]/(Total number of orders completed)

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

92.7 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - sqrt[(individual installation interval - mean installation interval)^2 /(number of orders in the sample - 1)]

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

9.2.8 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders (N,T,C orders include all orders that a CLEC may send to SWBT including conversions) where installations were not completed by the negotiated due date excluding customer caused misses.

Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

UNEs (Excludes UNE Loop and Port Combinations)

9.2.9 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - [(completion date - application date)]/(Total number of orders completed)

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule).

The following are standard intervals for installation intervals for UNEs since no parity measurement is proposed:

2 Wire Analog and Digital and INP (1-10) – 3 Days
2 Wire Analog and Digital and INP (11-20) – 7 Days
2 Wire Analog and Digital and INP (20+) – 10 Days

DS1 loop(includes PRI) – 3 Days
Switch Ports - Analog Port - 2 Days
Switch Ports - BRI Port (1-50) - 3 Days
Switch Ports - BRI Port (50+) - 5 Days
Switch Ports - PRI Port (1-20) - 5 Days
Switch Ports - PRI Port (20+) - 10 Days

DS1 Trunk Port (1 to 10) – 3 days
DS1 Trunk Port (11 to 20) – 5 Days
DS1 Trunk Port (20+) – ICB

Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 days
Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

9.2.10 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - sqrt[(individual installation interval - mean installation interval)^2 /(number of orders in the sample - 1)]

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule). Standard to be developed as data is produced.

9.2.11 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses.

Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port

(Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

9.2.12 Measurement – Average Response Time for Loop Make-Up Information

Definition – The average time required to provide loop qualification for DSL.

Calculation – Sum of (Date and Time the Loop Qualification is made available to CLEC – Date and Time the CLEC request is received)/Total number of loop qualifications.

Report Structure - Reported for DSL by CLEC, all CLECs and SWBT.

B. Order Accuracy

9.2.13 Measurement - Percent POTS Installation Reports Within 10 Days (I-10)

Definition - Percent of N,T,C orders that receive a network customer trouble report not caused by CPE or wiring within 10 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports).

Calculation - (Count of N,T,C orders that receive a network customer trouble report within 10 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for POTS Resale and UNE POTS with Loop and port combinations by CLEC, all CLECs and SWBT retail by Field Work (FW), No Field Work (NFW) business and residence.

9.2.14 Measurement - Percent Specials Installation Reports Within 30 Days (I-30)

Definition - Percent N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - (Count of N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for Resale Specials and UNE Specials with loop and port combinations by CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

9.2.15 Measurement - % UNE Installation Reports Within 30 Days (I-30)

Definition - Percent UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - (Count of number of UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total UNE N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

9.2.16 Measurement - Provisioning Accuracy

Definition - % of orders installed without error.

Calculation - (Count of orders completed without error ÷ total orders) * 100

Report Structure - Reported by individual CLEC, all CLECs and SWBT.

C. Order Status

9.2.17 Measurement - % Firm Order Confirmations (FOCs) received within "x" hours.

Definition - Percent of FOCs returned within a specified time frame from receipt of service order to return of confirmation to CLEC.

All Res. And Bus. < 24 Hours
Complex Business (1-200) < 48 Hours
Complex Business (200+) - negotiated
UNE Loop (1-49 Loops) < 24 Hours
UNE Loop (> 50 Loops) – 48 Hours
Switch Ports < 24 hours

Calculation - (# FOCs returned within "x" hours ÷ total FOCs sent) * 100

Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders). The FOC for EASE is

considered to be at the time the due date is negotiated and is not included in the calculation.

9.2.18 Measurement - Average Time To Return FOC

Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC.

Calculation - [(Date and Time of FOC) - (Date and Time of Order Acknowledgment)]/(# of FOCs)

Report Structure - Reported for CLEC and all CLECs.

9.2.19 Measurement - Percent Mechanized Rejects returned within 1 hour of the start of the EDI/LASR batch process. The EDI and LASR processes executes every two hours between 6:00 AM and 12:00 AM.

Definition - % mechanized rejects returned 1 hour of the start of the EDI/LASR batch process.

Calculation - (# mechanized rejects returned within 1 hour ÷ Total rejects) * 100

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 2 hour interval above is subject to change as the EDI polling time frame changes. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

9.2.20 Measurement - Average Time to Return Mechanized Rejects

Definition - Average time required to return a mechanized reject.

Calculation - [(Date and Time of Order Rejection) - (Date and Time of Order Acknowledgment)]/(# of Orders Rejected)

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval to send a reject will be within 97% within 1 hour PON. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

9.2.21 Measurement - Percent Mechanized Completions Returned Within 1 hour upon the successful execution of the SORD (BU340) batch cycle which updates the order status, indicating a completion notice. The batch process executes at the following times: 9:00 am, 12:00 noon, 3:00 pm, 6:00 pm, 10:30 pm.

Definition - % mechanized completions returned within 1 hours for EDI and LEX.

Calculation - (# mechanized completions returned to CLEC within 1 hour ÷ Total completions) * 100

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval above is subject to change as the EDI polling time frame changes.

9.2.22 Measurement - Average Time to Return Mechanized Completions

Definition - Average time required to return a mechanized completion.

Calculation - [(Date and Time of Notice Of Completion Issued to the CLEC) - (Date and Time of Work Completion)]/(# of Orders Completed)

Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval for returning completion will be >97% received within 1 hour of order completion. The 1 hour interval is subject to change as the EDI polling time frame changes.

D. Held Orders

9.2.23 Measurement - % Company Missed Due Dates Due To Lack Of Facilities

Definition - % N,T,C orders with missed committed due dates due to lack of facilities

Calculation - Total N,T,C orders with missed committed due dates due to lack of facilities ÷ Total N,T,C orders

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Reported for > 30 calendar days & > 90 calendar days. (Calculated monthly based on posted orders.)

9.2.24 Measurement - Delay Days for Missed Due Dates Due to Lack of Facilities

Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities.

Calculation - (Completion date - Committed order due date)/(# of posted orders)

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE.

E. Flow Through

9.2.25 Measurement - Percent Flow Through

Definition - % of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT than analogous retail services, and automated provisioning to the extent that is provided for analogous retail services.

Calculation - (# of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT ÷ total orders sent.

Report Structure - Reported for CLEC, all CLECs and SWBT for POTS (Broken out by Resale and UNE loop+Port), Specials (Resale and UNE loop+Port), and UNE)

9.3 Maintenance/Repair

A. Time To Restore

POTS & UNE POTS Loop and Port Combinations

9.3.1 Measurement - Receipt To Clear Duration

Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable).

Calculation - [(Date and time ticket is cleared with customer) - (Date and time ticket received)] ÷ Total customer network trouble reports.

Report Structure – Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

Out of Service - Dispatch
Out Of Service - No Dispatch
Affecting Service - Dispatch
Affecting Service - No Dispatch

9.3.2 Measurement - Standard Deviation of Receipt To Clear Intervals

Definition - Measure of the variation of the receipt to clear intervals around the mean receipt to clear interval.

Calculation - sqrt[(individual receipt to clear interval - mean receipt to clear interval)^2 /(number of trouble reports in the sample - 1)]

Report Structure - Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

Out of Service - Dispatch
Out Of Service - No Dispatch
Affecting Service - Dispatch
Affecting Service - No Dispatch

9.3.3 Measurement - % Out Of Service (OOS) < 24 Hours

Definition - % of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, no access and all disposition code "13" reports (excludable).

Calculation - Count of OOS trouble reports < 24 hours ÷ Total number of OOS trouble reports.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop+Port.

Specials and UNE Specials Loop and Port Combination

9.3.4 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - [(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ Total network customer trouble reports.

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

9.3.5 Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - sqrt[(individual time to restore interval - mean time to restore interval)^2 /(number of trouble reports in the sample - 1)]

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

UNEs (Excludes UNE Loop and Port Combinations)

9.3.6 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - [(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ Total network customer trouble reports.

Report Structure - Reported for CLEC ,all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port

(Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule) by dispatch and no dispatch.

9.3.7 Measurement - Standard Deviation of Mean Time To Restore Intervals
Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - sqrt[(individual time to restore interval - mean time to restore interval)^2 /(number of trouble reports in the sample - 1)]

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule) by dispatch and no dispatch.

9.3.8 Measurement - Percent Out Of Service (OOS) < 24 Hours

Definition - Percent of OOS trouble reports cleared in less than 24 hours.

Calculation - (Count of UNE OOS trouble reports < 24 hours ÷ Total number of UNE OOS trouble reports) * 100

Report Structure - Reported for CLEC, CLECs and SWBT by "POTS like" loop (2-Wire Analog 8dB Loop).

B. Repeat Troubles

9.3.9 Measurement - Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and all disposition code "13" reports (excludable).

Calculation - (Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report) ÷ (Count of total customer trouble reports not caused by CPE or wiring and excluding subsequent reports).

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.3.10 Measurement - Percent Specials and UNE Specials with Loop and Port Combination

Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.11 Measurement - Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport (all types in pricing schedule).

C. Report Rate

9.3.12 Measurement - POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

Definition - The number of customer trouble reports not caused by CPE or wiring, CPE and disposition code "13" reports within a calendar month per 100 lines.

Calculation - Count of customer trouble reports ÷ (total lines ÷100)

Report Structure - Reported for POTS Resale and UNE POTS loop and port combination by CLEC, all CLECs and SWBT retail. This measurement is only valid for line counts of 300,000 or greater. Broken out by Resale and UNE loop and Port Combination.

9.3.13 Measurement - Specials and UNE Specials with Loop and Port Combination Failure Frequency

Definition - The number of network customer trouble reports within a calendar month per 100 circuits.

Calculation - Count of network trouble reports ÷ (Total circuits ÷100)

Report Structure - Reported for resale specials and UNE specials with loop and port combination for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.14 Measurement - UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

Definition - The number of network customer trouble reports within a calendar month per 100 UNEs.

Calculation - Count of network trouble reports ÷ (Total UNEs ÷100)

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport (all types in pricing schedule)

D. Appointments Missed

9.3.15 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports.

Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ Total trouble reports) * 100.

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop and Port Combination.

9.3.16 Measurement - UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time for company reasons.

Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ Total trouble reports) * 100

Report Structure - Reported for each CLEC, all CLECs and SWBT for "POTS type" loops (2-Wire Analog 8dB Loop)

E. No Access

9.3.17 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent No Access

Definition - Percent of dispatched customer trouble reports with a status of "No Access" excluding disposition code "13" trouble reports.

Calculation - Count of dispatched customer trouble reports with a status of "No Access" ÷ Total dispatched customer trouble reports.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.4 General

A. System Availability

9.4.1 Measurement - OSS Interface availability

Definition - Percent of time OSS interface is available compared to scheduled availability.

Calculation - (# Scheduled system available hours ÷ unscheduled system unavailable hours) * 100

Report Structure - Reported on a company basis by interface for EASE, DATAGATE, VERIGATE, LEX, and EDI. The RAF will be reported by CLEC. When EBI is available SWBT will provide interface availability. When any new system is available, the parties will negotiate in good faith to develop associated performance measurements.

The following will be the standard for availability for all systems except EASE. EASE will have a parity measurement since SWBT uses EASE for its retail operation.

Availability > 99% for Datagate, Verigate, LEX, EDI, and RAF applications. This availability measurement includes the front end applications and does not include the legacy systems. Parity applies for the legacy systems since SWBT uses the legacy systems in its retain operation.

B. Center Responsiveness

9.4.2 Measurement - LSC Grade Of Service (GOS)

Definition - % of calls answered by the LSC within a specified period of time.

Calculation - Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

9.4.3 Measurement - LSC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Total queue time ÷ Total calls

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

9.4.4 Measurement - LOC Grade Of Service (GOS)

Definition - % of calls answered by the LOC within a specified period of time.

Calculation - Total number of calls answered by the LOC within a specified period of time ÷ Total number of calls answered by the LOC

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (Repair Bureau).

9.4.5 Measurement - LOC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Total queue time ÷ Total calls

Report Structure - Reported for all calls to the LOC for all CLECs and SWBT retail (Repair Bureau).

C. Billing Timeliness

9.4.6 Measurement - Billing Accuracy

Definition - This measurement will be performed to verify that the bill audit process includes both Wholesale (e.g. UNE and RESALE) and Retail/Access. The CABS Bill Audit process includes all Feature Groups including U for Unbundled Network Elements for CLECs. Specific Billing conditions for each Feature Group will be validated and the same CABS Billing System and Billing Process is used for all Feature Groups. The CRIS Bill Audit Process includes both Resale and Retail bills.

A sample of all types of products/services, class of service, usage (e.g. intraLATA toll plans) will be reviewed. The same CRIS Billing System and Billing Process is used for the both Resale and Retail except Resale has the extra step to access % discount table. The % discount table is updated/validated when the Interconnection Agreement is implemented.

Calculation - # errors detected in bill audit.

Report Structure - Reported for aggregate of SWBT and CLECs.

9.4.7 Measurement - Percent of Accurate and Complete Formatted Mechanized Bills

Definition - Measures the % of accurate and complete formatted mechanized bills via EDI.

Calculation - (Count of accurate and complete formatted mechanized bills via EDI ÷ total # of mechanized bills via EDI.) * 100

Report Structure - Reported for CLEC, and all CLECs.

9.4.8 Measurement - Percent Of Billing Records Transmitted Correctly

Definition - Measures % of billing records transmitted correctly on the usage extract feed.

Calculation - (Count of billing records transmitted correctly with complete information and proper formatting ÷ total billing records transmitted) * 100

Report Structure - Reported for CLEC, and all CLECs.

9.4.9 Measurement - Billing Completeness
Definition - % of service orders on the bill for the current bill period.

Calculation - (Count of service orders included in current applicable bill period ÷ Total service orders in current applicable bill period) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT.

9.4.10 Measurement - Billing timeliness

Definition - Percent of bills released on time by bill type (i.e. paper, Bill Plus, EDI, BDT).

Calculation - (Count of bills released on time ÷ Total number of bills released) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT.

9.5 Operator Services and Directory Assistance

9.5.1 Measurement - Directory Assistance Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0 , > 20.0, and > 25.0 seconds.

Calculation - (Count of calls answered within "x" seconds ÷ Total calls answered) * 100

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.2 Measurement - Directory Assistance Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - (Date and time customer answered by SWBT representative - Date and time customer enters queue) ÷ Total calls

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.3 Measurement - Operator Services Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0 , > 20.0, and > 25.0 seconds.

Calculation - (Count of calls answered within "x" seconds ÷ Total calls answered) * 100

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.4 Measurement - Operator Services Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - (Date and time customer answered by SWBT representative - Date and time customer enters queue) ÷ Total calls

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.6 Interconnect/Unbundled Elements and Combos

9.6.1 Measurement – Mean Network Performance Parity

SWBT agrees to provide to ALLTEL testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

9.6.2 Measurement – Standard Deviation of Network Performance Parity

SWBT agrees to provide to ALLTEL testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

9.6.3 Measurement - Availability of STP Links

Definition – This measurement will provide the number of minutes or seconds the STP link was unavailable on an incidence basis.

Report Structure – The following will be reported by incidence for SWBT, CLEC, and all CLECs.

9.6.4 Measurement – Database accuracy

SWBT agrees to provide ALLTEL data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database accuracy. Either party may bring this issue to the commission via the dispute resolution process.

9.6.5 Measurement – Mean time for database query

SWBT agrees to provide ALLTEL data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database queries. Either party may bring this issue to the commission via the dispute resolution process.

9.6.6 Measurement – Mean Time for database updates

SWBT agrees to provide ALLTEL data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database updates. Either party may bring this issue to the commission via the dispute resolution process.

9.6.7 Measurement – Mean PDD for calls routed to CLEC OS/DA Platform

Definition – This measurement will provide the delay for the caller from the time the caller requests OS/DA to the time the call is routed to the correct trunk group to reach the CLEC OS/DA platform.

Report Structure – ALLTEL and SWBT will jointly develop a sampling process to determine the PDD for customized routed calls. Either party may bring this issue, if no agreement is reached to the commission, via the dispute resolution process.

9.6.8 When Electronic Jeopardy Notification and order acknowledgment is implemented between the parties, SWBT will provide the mean and standard deviation for time to provide jeopardies or other mutually acceptable measurement.

ATTACHMENT 18: MUTUAL EXCHANGE OF DIRECTORY LISTING INFORMATION

This Attachment 18: Mutual Exchange of Directory Listing Information sets forth SWBT and ALLTEL's agreement for the mutual exchange of directory assistance subscriber listing information as follows:

1.0 Introduction

1.1 SWBT and ALLTEL may each own and/or maintain databases containing directory assistance subscriber listing information (name, address and published telephone number, or an indication of non-published or non-list status).

1.2 Currently, SWBT uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SWBT's DA office to obtain such information.

1.3 ALLTEL may provide local DA service to its local customers and therefore may wish to load its databases with the same directory assistance subscriber listing information as SWBT uses itself to provide directory assistance services.

1.4 In order to maintain the completeness of their DA databases and their DA services, the Parties wish to receive from each other directory assistance subscriber listing information contained in each other's databases for the use of providing DA services.

2.0 Service Provided

2.1 SWBT and ALLTEL agree to exchange with each other all published subscriber listings within their respective directory assistance databases regardless of the underlying carrier. To the extent SWBT has agreements in place with underlying carriers, i.e., Independent Telephone Companies (ITCs) and other facility-based Local Service Providers (LSPs) as of the effective date of this Agreement and such ITC or LSP agreements prohibit SWBT from releasing their respective subscriber listing information, SWBT agrees to request authorization from the ITCs and LSPs to release their subscriber listing information to ALLTEL for the sole purpose of providing DA services.

2.11 To the extent the Parties conduct directory assistance listing negotiations with ITCs and LSPs after the effective date of this Agreement, the Parties agree to request from such ITCs and LSPs written authorization which would allow one Party to provide to the other Party published directory assistance listing information pertaining to those ITC and LSP subscribers for the sole purpose of providing DA services.

2.1.2 The Parties agree that should an ITC or LSP fail to provide, or refuse to grant SWBT authorization to allow SWBT to release their respective published directory assistance subscriber listing information, SWBT will notify ALLTEL of such failure or denial and will provide ALLTEL with the name of the ITC or LSP. In that case, ALLTEL agrees to deal directly with the ITC or LSP.

2.2 In the case of non-published listings, the Parties agree to exchange the non-published subscriber's name, address and an indicator that shows the non-published status. The Parties will not exchange non-published subscriber telephone numbers.

2.3 The Parties agree to exchange subscriber listing information in readily accessible tape or electronic formats and to provide such data in a timely fashion upon request.

2.4 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3.0 Use Of Subscriber Listing Information

3.1 The Parties are authorized to use the subscriber listing information provided to each other pursuant to this Attachment for the sole purpose of providing DA services.

3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

4.0 Assignment

4.1 The subscriber listing information will remain the property of each Party respectively. The Parties will not assign, transfer or sell the subscriber listing information mutually exchanged hereunder, nor will the Parties authorize any other company or any person to use the subscriber listing information for any other purpose. Each party will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by the Party, its agents, employees or others.

5.0 Subcontracting of Directory Assistance Subscriber Listings

5.1 If either Party elects to use a subcontractor for the DA services, such party may transfer the directory service subscriber listing information to its DA subcontractor solely for the purposes of providing local DA service to its own local customers. The provision of directory assistance subscriber listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

6.0 Effective Dates of Mutual Exchange of Directory Listings

6.1 Each Party will commence providing the other with its subscriber listing information as described in this Attachment sixty (60) days following the receipt of a written request from the other and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect. The Parties will request directory assistance subscriber listing information by NXX.

7.0 Liability

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

8.0 Pricing

8.1 The Parties will supply their customer listing information to each other at no charge.

8.2 Non-published Emergency Directory Assistance Listing Service: $2.10 per call

8.3 These rates established above in Sections 8.1 and 8.2 , 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.

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SWBT's and ALLTEL's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1.0 Introduction

1.1 SWBT publishes White Pages directories for geographic areas in which ALLTEL may also provide local exchange telephone service, and ALLTEL wishes to include listings information for its customers in the appropriate SWBT White Pages directories.

1.2 ALLTEL also desires distribution to ALLTEL's Customers of the White Pages directories that include listings of ALLTEL's customers.

1.3 SWBT will make available to ALLTEL, for ALLTEL Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.0 Service Provided

2.1 SWBT will include in appropriate White Pages directories the primary alphabetical listings of all ALLTEL end users located within the local directory scope. SWBT will include ALLTEL local customers' primary listing in the white page (residence, business, and government) directories.

2.2 ALLTEL will furnish to SWBT subscriber listing information pertaining to ALLTEL end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.

2.3 ALLTEL may provide ALLTEL's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database.

2.4 ALLTEL will provide its subscriber listing information to SWBT via a mechanical or manual feed of the listing information to SWBT's listing database. ALLTEL's subscriber listings are to be interfiled (interspersed) in the directory among SWBT's subscriber listing information.

2.5 At least sixty (60) days prior to the business office close date for a particular directory, SWBT will provide ALLTEL a verification list of ALLTEL's subscriber listings, as such listings are to appear in the directory. The verification list will also include Directory

Delivery Address (DDA) information for each ALLTEL end user. ALLTEL will review this verification list and will submit to SWBT any necessary additions, deletions or modifications at least thirty (30) days of receipt of the list from SWBT.

2.6 Publication schedules for the White Pages: SWBT will provide to ALLTEL the initial directory close dates for a calendar year within three (3) to six (6) months of the publication year for areas where ALLTEL is providing local service. Updates to the schedule will be provided in a timely manner as they occur.

2.7 At least sixty (60) days prior to the directory close, ALLTEL will provide to SWBT written specification of the total number of directories that ALLTEL will require, along with the number of directory(ies) that each ALLTEL end user will require.

2.8 At ALLTEL's request, SWBT will deliver White Pages directories to ALLTEL end users. 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 local service customers.

2.9 At its option, ALLTEL may purchase up to eight (8) 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. Sixty (60) days prior to the directory close date, ALLTEL will provide to SWBT the information page(s) in camera ready format. SWBT will have the right to approve, and, with ALLTEL's agreement, SWBT may, but is not required to, revise the format and content of such information page(s).

2.10 SWBT will include ALLTEL 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 ALLTEL on such page will be $1/8^{th}$ page in size. In order to have such information published, ALLTEL will provide SWBT with its logo and information in the form of a camera ready copy, sized at $1/8^{th}$ of a page (ALLTEL will be limited to a maximum of $1/8^{th}$ of a page in any single edition of a SWBT White Pages directory).

3.0 Use Of Subscriber Listing Information

ALLTEL authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Attachment for the purpose of including the listings in the appropriate White Pages directory and directory assistance databases where such services are provided by SWBT.

4.0 Pricing:

4.1 White Pages Listing, Book and Delivery:

Directory White Pages Price Sheet				
Directory	**Price Per Book Copy Delivered in Bulk to ALLTEL**	**Price Per Book Copy Delivered to ALLTEL End User**	**Price Per Single Sided Informational Page**	**Price Per Book Copy[1] Ordered After Initial Order**
Kansas City	$4.46	$6.48	$3,191.73	$10.00
Springfield	$4.46	$6.48	$3,191.73	$10.00
St. Louis	$4.46	$6.48	$3,191.73	$10.00
Cape Girardeau	$1.29	$2.50	$168.09	$10.00
Chillicothe	$1.29	$2.50	$168.09	$10.00
Excelsior Springs	$1.29	$2.50	$168.09	$10.00
Fulton	$1.29	$2.50	$168.09	$10.00
Greater Jefferson County	$1.29	$2.50	$168.09	$10.00
Hannibal	$1.29	$2.50	$168.09	$10.00
Kennett	$1.29	$2.50	$168.09	$10.00
Kirksville	$1.29	$2.50	$168.09	$10.00
Lake of the Ozarks	$1.29	$2.50	$168.09	$10.00
Marshall	$1.29	$2.50	$168.09	$10.00
Mexico	$1.29	$2.50	$168.09	$10.00
Moberly	$1.29	$2.50	$168.09	$10.00
Nevada	$1.29	$2.50	$168.09	$10.00
Perryville	$1.29	$2.50	$168.09	$10.00
Poplar Bluff	$1.29	$2.50	$168.09	$10.00
Sedalia	$1.29	$2.50	$168.09	$10.00
Sikeston	$1.29	$2.50	$168.09	$10.00
St. Joseph	$1.29	$2.50	$168.09	$10.00
Tri-State	$1.29	$2.50	$168.09	$10.00
Washington	$1.29	$2.50	$168.09	$10.00
Adrian	$1.26	$2.81	$75.59	$10.00
Boonville	$1.26	$2.81	$75.59	$10.00
Bowling Green	$1.26	$2.81	$75.59	$10.00
Caruthersville	$1.26	$2.81	$75.59	$10.00
Elsberry	$1.26	$2.81	$75.59	$10.00
Linn	$1.26	$2.81	$75.59	$10.00
Missouri's Parkland	$1.26	$2.81	$75.59	$10.00
Monett	$1.26	$2.81	$75.59	$10.00
Portageville	$1.26	$2.81	$75.59	$10.00
Stanberry	$1.26	$2.81	$75.59	$10.00

[1] **Subject To Availability**

4.2 The prices contained in Section 4.0 above are interim in nature and are subject to true-up from the effective date of this agreement to the State Commission's determination of permanent prices.

5.0 Assignment

5.1 The subscriber listing information will remain the property of ALLTEL. Except as stated in Section 2.0 herein, SWBT will not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor will SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

6.0 Term

6.1 This Attachment will continue in force until terminated by 60 days prior written notice by either Party to the other. Upon termination, SWBT will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by ALLTEL, and will promptly return such subscriber listing information to ALLTEL.

6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

7.0 Liability

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

ATTACHMENT 20: CLEARINGHOUSE (CH)

WHEREAS, SWBT operates a Clearinghouse (CH), as described below, for its own behalf and that of participating LECs and LSPs, including ALLTEL; and,

WHEREAS, ALLTEL wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

1.0 Clearinghouse Description

1.1 SWBT operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and LSPs, including SWBT and ALLTEL.

2.0 Qualifying Message Criteria

2.1 The only toll call messages that qualify for submission to SWBT for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or ALLTEL exchange, exclusively carried by a LEC or ALLTEL over LEC or ALLTEL facilities and billed to a customer located in a second LEC's or ALLTEL exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SWBT's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or ALLTEL over LEC or ALLTEL facilities, and billed to a customer located in a second LEC's or ALLTEL exchange and not in the originating State.

3.0 Responsibilities Of The Parties

3.1 ALLTEL agrees that it will provide SWBT with billing records for CH processing that are in an industry standard format acceptable to SWBT and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or ALLTEL exchange but are to be billed to an end user in a second LEC's or ALLTEL exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

3.2 ALLTEL agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's CH. ALLTEL will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for CH processing, if needed.

3.3 SWBT will provide and maintain such systems as it believes are required to furnish the CH service described herein. SWBT, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

3.4 ALLTEL will timely furnish to SWBT all CH Records required by SWBT to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SWBT will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.

3.5 Presently, in operating the CH, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

4.0 Processing Charge

4.1 ALLTEL agrees to pay SWBT a processing charge in consideration of SWBT's performance of CH services. This charge is $.02 per originated CH Record processed on behalf of ALLTEL.

5.0 Billing Charge

5.1 ALLTEL agrees to pay a $.05 per message charge to the LEC or LSP responsible for billing the message, including SWBT, when SWBT bills the message.

6.0 Settlement Report

6.1 SWBT will issue monthly reports containing the results of the processing of CH Records to each participating LEC and ALLTEL. These reports list the (a) amounts owed by ALLTEL for billing messages originated by others; (b) amounts due to ALLTEL for ALLTEL-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

7.0 Retroactive and Lost Messages

7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3.0 of this Attachment. The Parties agree that lost messages are the complete

responsibility of the originating LEC or ALLTEL. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or ALLTEL will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

8.0 Limitation Of Liability

8.1 By agreeing to operate the CH, SWBT assumes no liability for any LEC's or ALLTEL's receipt of appropriate revenues due to it from any other entity. ALLTEL agrees that SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SWBT may have relied in preparing settlement reports or performing any other act under this Attachment.

8.2 ALLTEL agrees to indemnify and hold SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SWBT's performance of CH processing pursuant to this Attachment.

8.3 SWBT will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Attachment will in no event exceed the amount of processing charges incurred by ALLTEL for the CH services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

9.0 DISCLAIMER OF WARRANTIES

9.1 SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY ALLTEL WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

1.0 Numbering

1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.

1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.

1.3 To the extent SWBT serves as Central Office Code Administrator for a given region, SWBT will work with ALLTEL in a neutral and nondiscriminatory manner, consistent with regulatory requirements, regarding ALLTEL's requests for assignment of central office code(s) (NXX) consistent with the Central Office Code Assignment Guidelines.

1.4 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.

1.5 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

1.6 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

1.7 At a minimum, in those Metropolitan Exchange Areas where ALLTEL intends to provide local exchange service, ALLTEL shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable ALLTEL and SWBT to identify the jurisdictional nature of traffic for intercompany compensation. If ALLTEL is unable to acquire NXX codes due to number exhaust in a NPA, ALLTEL and SWBT will work to identify an alternative method for identifying the jurisdictional nature of traffic. However, if no alternative is agreed to prior to March 31, 1998, then the alternative mechanism proposed

by AT&T using the "Originating LEC NECA Code Field" and "Traffic Type Field" in SWBT's "92-99" billing record rather than a brand new NPA-NXX shall be substituted in place of this provision.

2.0 NXX Migration (LERG Reassignment)

2.1 Where a Party has activated more than half of an NXX and the remaining numbers in that NXX are either unassigned or reserved for future use, at the request of that Party it may elect to employ NXX Migration. NXX Migration will be provided by utilizing reassignment of the NXX to the requesting Party through the Local Exchange Routing Guide (LERG).

3.0 Pricing

3.1 The Party to whom the NXX is migrated will pay an NXX migration charge to the other Party as follows:

3.2 If the Commission determines an interim rate is appropriate, the below 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.

NXX Migration:
$12,940.00 per NXX.

ATTACHMENT 22: DA-FACILITIES BASED

SWBT-PROVIDED DIRECTORY ASSISTANCE

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance (DA) for ALLTEL as a facilities based switch provider.

1.0 Services

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 ALLTEL'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 ALLTEL's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SWBT will provide DACC to ALLTEL's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.

1.3 SWBT agrees to provide DACC only in areas where ALLTEL can furnish Automatic Number Identification (ANI) from ALLTEL's customers to SWBT's switch and where ALLTEL obtains DA service from SWBT.

1.4 ALLTEL commits that SWBT's provision of DACC does not interfere with any contractual arrangement that ALLTEL has with another operator services provider. ALLTEL 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 ALLTEL under this Attachment.

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.

3.0 Call Branding/Rate Reference

3.1.0 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being ALLTEL. SWBT will offer Call Branding of Operator Services in the name of ALLTEL. 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. ALLTEL 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 AT&T). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.

3.1.1 Rate reference is the process by which an operator, either live or recorded, will quote ALLTEL's rates. When an ALLTEL caller requests a quotation of rates, ALLTEL 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 that there must be a separate cost based rate for this functionality. 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 ALLTEL pays for operator services and Directory Assistance calls.

3.1.2 ALLTEL will provide SWBT with the specific branding phrase to be used to identify ALLTEL. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.

3.2 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to ALLTEL'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:

3.2.1 ALLTEL 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.

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

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

4.0 Responsibilities of SWBT

4.1 SWBT will perform DA Service for ALLTEL in those exchanges where ALLTEL elects to purchase such services from SWBT.

4.2 SWBT will provide and maintain its own equipment to furnish DA Services.

4.3 SWBT will provide DA Service to ALLTEL 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 HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

4.5 SWBT will include current ALLTEL customer listing information in SWBT's DA database.

5.0 Responsibilities of Both Parties

5.1 The Party(ies) that provide the circuits between ALLTEL 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.

6.0 Responsibilities of ALLTEL

6.1 ALLTEL 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 ALLTEL serving office, in a mutually agreed upon format and media.

6.2 ALLTEL will furnish to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT to provide the service.

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

7.0 Pricing

7.1 The following rates will apply for each service element:

7.1.1 Directory Assistance (DA)

Rate per DA call: $.401*
*Lowest existing intercompany compensation rate as of 8/28/96

7.1.2 Directory Assistance Call Completion (DACC)

Rate per completed call: $.24*
*Lowest existing intercompany compensation rate as of 8/28/96

7.2 Call Branding

The following prices for branding of ALLTEL 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 AT&T.

An initial non-recurring charge applies per trunk group for the establishment of Call Branding.

Rate per initial load:	$2,325.00
Rate per load for subsequent change:	$2,325.00

7.3 When an ALLTEL caller requests a quotation of rates, ALLTEL 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 that there must be a separate cost based rate for this functionality. 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.

8.0 Monthly Billing

8.1 SWBT will render monthly billing statements to ALLTEL for DA Service, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

9.1 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.

10.0 Terms of Attachment

10.1 When ALLTEL desires to customize route Directory Assistance and such routing capability is not currently technically available, ALLTEL 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 each end office for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and ALLTEL chooses not to customize route the DA calls, ALLTEL agrees that SWBT will be the sole provider of DA for one year from the date that ALLTEL designates SWBT as ALLTEL's provider of DA. ALLTEL may choose a longer term up to the end of the term of the Interconnection Agreement.

ATTACHMENT 23: OS-FACILITIES BASED

SWBT-PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SWBT agrees to provide local and IntraLATA operator services (Operator Services) for ALLTEL as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

1.0 **Services** - 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 using the AABS audio response system. AABS will be offered in areas where facilities exist and where ALLTEL 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 **Call Types** - SWBT will provide to ALLTEL the call types in Sections 2.1 through 2.7 below:

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:

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).

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.

2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.

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:

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).

2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.

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:

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.

2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.

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.

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.

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. ALLTEL agrees to obtain all necessary compensation arrangements between ALLTEL and participating carriers.

2.7 **Call Branding/Rate Reference–**

2.7.0 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being ALLTEL. SWBT will offer Call Branding of Operator Services in the name of ALLTEL. 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. ALLTEL 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 AT&T). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.

2.7.1 Rate reference is the process by which an operator, either live or recorded, will quote ALLTEL's rates. When an ALLTEL caller requests a quotation of rates, ALLTEL 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 determinesthat there must be a separate cost based rate for this functionality. 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 ALLTEL pays for operator services and Directory Assistance calls.

2.7.2 ALLTEL will provide SWBT with the specific branding phrase to be used to identify ALLTEL. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.

2.8 SWBT Operator Services operators will provide Operator Services Rates/Reference Information upon request to ALLTEL's end users, as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:

2.8.1 ALLTEL 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.

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

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

3.0 Other Operator Assistance Services

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

3.2 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.

3.3 Handling of Emergency Calls To Operator - To the extent ALLTEL'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. ALLTEL will provide to SWBT the community's associated with ALLTEL's NXX(s).

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

4.0 <u>Responsibilities of SWBT</u>

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

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

4.3 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.

4.4 SWBT will accumulate and provide ALLTEL such data as necessary for ALLTEL to verify traffic volumes and bill its customers.

5.0 Responsibilities of Both Parties

5.1 The Party(ies) that provide the circuits between ALLTEL 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.

6.0 Responsibilities of ALLTEL

6.1 ALLTEL 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 ALLTEL serving office, in a mutually agreed upon format and media.

6.2 ALLTEL will furnish in writing to SWBT, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SWBT to provide the Service.

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

7.0 Pricing

7.1 The following rates will apply for each service element:

7.1.1 Fully Automated Call Processing

Rate per completed automated call: $0.173*
*Lowest existing intercompany compensation rates as of 8/28/96.

7.1.2 Operator-Assisted Call Processing

Rate per actual work second: $ 0.20*
*Lowest existing intercompany compensation rates as of 8/28/96.

7.2 Call Branding

The following prices for branding of ALLTEL 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 AT&T. An initial non-recurring charge applies per trunk group for the establishment of Call Branding.

Rate per initial load:	$2,325.00
Rate per load for subsequent change:	$2,325.00

7.3 When an ALLTEL caller requests a quotation of rates, ALLTEL 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 determinesthat there must be a separate cost based rate for this functionality. 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.

8.0 Monthly Billing

8.1 SWBT will render monthly billing statements to ALLTEL, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

9.1 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.

10.0 Terms of Attachment

10.1 As to any end office where SWBT furnishes the Operator Services provided by this Attachment, ALLTEL agrees that SWBT will be the sole provider of local and intraLATA toll Operator Services provided to ALLTEL in such end offices for the period of time mutually agreed to by the Parties. When ALLTEL desires to customize route Operator Services and such routing capability is not currently technically available, ALLTEL 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 each end office for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and ALLTEL chooses not to customize route the OS calls, ALLTEL agrees that SWBT will be the sole provider of OS for one year from the date ALLTEL designates SWBT as ALLTEL's provider of OS. ALLTEL may choose a longer term up to the end of the term of the Interconnection Agreement.

ATTACHMENT 24: RECORDING-FACILITIES BASED

This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in total in Appendix I Services and Associated Charges, and those services specially selected by ALLTEL when functioning as a facilities based provider as described in Appendix II, Selected Service Options and Method of Provision, at the rates set forth in Appendix III, Basis of Compensation. Appendix I, II and III are attached hereto and made a part of this Attachment by reference.

1.0 Definitions

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

1.1 Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

1.2 Assembly and Editing - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.

1.3 Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT and ALLTEL via the CMDS host.

1.4 Data Transmission - the forwarding by SWBT of IXC transported access usage record detail in EMR format over data lines or on magnetic tapes to ALLTEL via the CMDS host.

1.5 Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.

1.6 Interexchange Carrier (IXC) - A third party transmission provider that carriers long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. (In some states IXCs are permitted to operate within a LATA).

1.7 Interexchange Carrier Transported - telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.

1.8 Message Processing - the creation of individual EMR formatted Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure the AURs are consistent with CMDS specifications.

1.9 Originating Local Exchange Carrier Company - the company whose local exchange telephone network in used to originate calls thereby providing originating exchange access to IXCs.

1.10 Provision of Message Detail - the sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to ALLTEL for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.

1.11 Record - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

1.12 Recording - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

1.13 Service Switching Point (SSP) - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.14 Switching Control Point (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to is assigned working telephone number.

1.15 800 SCP Carrier Access Usage Summary Record (SCP Record) - a summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Appendix III-A pertaining to the production and forwarding of AUR data.

1.16 Terminating Local Exchange Carrier Company - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

2.0 Responsibilities of the Parties

2.1 SWBT will record all IXC transported messages as specified by ALLTEL on Appendix II that are carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.

2.2 SWBT will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SWBT.

2.3 SWBT will provide AURs that are generated by SWBT.

2.4 Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by ALLTEL from Appendix III-B.

2.5 Standard EMR record formats for the provision of access usage record detail will be established by SWBT and provided to ALLTEL.

2.6 Recorded AUR detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

2.7 SWBT will provide AUR detail to ALLTEL either on magnetic tapes or in data files, depending on the option contracted for by ALLTEL. Only one method may be selected by ALLTEL.

2.7.1 Magnetic Tapes

2.7.1.1 SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.

2.7.1.2 ALLTEL will specify one of the following options for provision of tapes:

2.7.1.2.1 SWBT will send the tapes to ALLTEL via first class U.S. Mail Services or an equivalent service of SWBT's choice, or

2.7.1.2.2 ALLTEL will pick up the magnetic tapes at a location designated by SWBT.

2.7.1.2.3 If, at the request of ALLTEL, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of ALLTEL.

2.7.2 Data Files

2.7.2.1 The AUR detail will be transmitted to ALLTEL in data files via data lines using software and hardware acceptable to the Parties.

2.8 In Appendix III, ALLTEL will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. (SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, (i.e. holidays and weekends)).

2.9 SWBT and ALLTEL will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to ALLTEL.

2.10 Recorded AUR detail previously provided ALLTEL and lost or destroyed through no fault of SWBT will not be recovered and made available to ALLTEL except on an individual case basis at a cost determined by ALLTEL.

2.11 SWBT will record the applicable detail necessary to generate AUR and forward them to ALLTEL for its use in billing access to the IXC.

2.12 ALLTEL and SWBT mutually agree and understand that Attachment 24 has been negotiated based on the fact that SWBT is not functioning as ALLTEL's CMDS Host. Should ALLTEL and SWBT subsequently enter into an agreement whereby SWBT functions as the CMDS Host for ALLTEL, the parties agree that Attachment 24 will require revision concurrent with SWBT becoming ALLTEL's CMDS Host.

3.0 Basis of Compensation

3.1 Compensation for recording, assembly and editing, rating, message processing and provision of AURs provided hereunder by SWBT for ALLTEL will be based upon the rates and charges set forth in Appendix III, BASIS OF COMPENSATION.

3.2 When message detail is entered on a magnetic tape or data file for provision of message detail to ALLTEL, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.

4.0 Loss of Usage

4.1 When SWBT is notified that, due to error or omission, incomplete data has been provided to ALLTEL, SWBT will make reasonable efforts to locate and/or recover the data and provide it to ALLTEL at no additional charge. Such requests to recover the data must be made within 30 days from the date the details initially were made available to ALLTEL. If written notification is not received within 30 days, SWBT shall have no further obligation to recover the data and shall have no further liability to ALLTEL.

4.2 If, despite timely notification by ALLTEL, AUR detail is lost and unrecoverable as a direct result of SWBT having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to ALLTEL will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

4.3 SWBT will not be liable for any costs incurred by ALLTEL when ALLTEL is transmitting data files via data lines and a transmission failure results in the nonreceipt of data by SWBT.

4.4 In those instances where SWBT realizes that, either because of a recording error or some other failure, data was lost or incomplete, SWBT will notify ALLTEL of such occurrence and will make reasonable efforts to locate and/or recover the data and provide it to ALLTEL at no additional charge. If AUR detail is lost and

unrecoverable as a direct result of SWBT, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to ALLTEL will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

5.0 Indemnification

5.1 Indemnification provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement Section 7.4.1.

6.0 Warranties

6.1 SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY ALLTEL WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

APPENDIX I

EXPLANATION OF SERVICE OPTIONS

The attached pages of this Appendix I show the service options that are offered under this Attachment and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rate and charges set forth in Appendix III, BASIS OF COMPENSATION.

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: SWBT performs recording, assembly and editing, rating of billable message detail and creates an Access usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from ALLTEL end office telephone network and forwards both billable message detail records and AUR records to ALLTEL.

Option #2: SWBT performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from ALLTEL end office. SWBT creates Access Usage Records for this traffic and forwards those AUR records to ALLTEL.

Option #3: The IXCs do their own billable message recording for their 1+ IXC transported messages originating from ALLTEL end office. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to ALLTEL.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: ALLTEL Non-Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for ALLTEL. SWBT performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to ALLTEL.

Option #5: ALLTEL Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for ALLTEL. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to ALLTEL.

Option #6: ALLTEL Equal or Non-Equal Access End Office - The IXCs do their own billable message recording. ALLTEL chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to ALLTEL.

Option #7: The IXCs do their own billable message recording and forward to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to ALLTEL. This situation occurs when ALLTEL has not signed a rating takeback waiver with the IXC.

800 RECORDINGS-IXC TRANSPORTED MESSAGE DETAIL

Option #8: SWBT performs SSP function for ALLTEL end office and bills query charge to the appropriate IXC. SWBT performs recording for access purposes only, assembles and edits this data, creates AURs and forwards AUR records to ALLTEL.

Option #9: SWBT performs SSP function for ALLTEL end office. ALLTEL performs billing of query charge to the appropriate IXC. SWBT performs recording at the SSP for Access purposes only, assembles and edits this data, creates AURs and forwards AUR record to ALLTEL. SWBT performs recording at the SCP for query billing purposes only, assembles and edits this data, creates SCP records and forwards SCP records to ALLTEL.

Option #10: SWBT performs SCP function for ALLTEL. SWBT performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to ALLTEL.

TERMINATING RECORDINGS-IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: SWBT provides tandem function for ALLTEL. ALLTEL requests SWBT to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. SWBT creates terminating AURs for this data and forwards AUR records to ALLTEL.

Option #12: SWBT provides tandem function for ALLTEL. ALLTEL requests SWBT to provide all Feature Group B terminating usage recordings excluding B over D. SWBT creates terminating AURs for this data and forwards AUR records to ALLTEL.

Option #13: SWBT provides tandem function for ALLTEL. ALLTEL requests SWBT to provide all Feature Group B terminating usage recordings including Feature Group B over D. SWBT creates terminating AURs for this data and forwards AUR records to ALLTEL.

Option #14: SWBT provides tandem function for ALLTEL. ALLTEL requests SWBT to provide all Feature Group D terminating usage recordings including B over D and C over D. SWBT creates terminating AURs for this data and forwards AUR records to ALLTEL.

Option #15: SWBT provides tandem function for ALLTEL. ALLTEL requests SWBT to provide all Feature Group D terminating usage recordings including B over D. SWBT creates terminating AURs for this data and forwards AUR records to ALLTEL.

MESSAGE PROVISIONING;

Option #16: SWBT will forward all IXC transported message detail records or access usage records to ALLTEL generated internally within SWBT system or received via CMDS from an IXC or another Local Exchange Carrier or ALLTEL. ALLTEL forwards rated IXC transported message detail or access usage detail to SWBT for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

There is no charge for this option under this Attachment if ALLTEL has also executed, as part of an agreement executed pursuant to this Statement, an Attachment for SWBT to provide "Hosting" services to ALLTEL, or if ALLTEL has executed a separate agreement with SWBT for "Hosting" services to be provided from SWBT to ALLTEL.

APPENDIX II

SELECTED SERVICE OPTIONS
AND
METHOD OF PROVISION

The service options and method of provision selected by ALLTEL under this Attachment are as indicated on page two, attached, of this Appendix II. Numerical references are to service options shown in Appendix I.

APPENDIX RECORDING

APPENDIX II

SELECTED SERVICE OPTIONS
AND METHOD OF PROVISION

EFFECTIVE DATE:

	1 + DDD Options				Operator Handled Options				800 Service Options				Terminating AUR Options					Message Provisioning Options
NPA/NXX	1	2	3		4	5	6	7	8	9	10		11	12	13	14	15	16

Numerical references are to specific service options listed in Appendix I.

APPENDIX III-A

BASIS OF COMPENSATION

a. BCR per local message:	$0.08
b. Recording	$0.01
Assembly and Editing	$0.005
Rating per message	$0.005
Message Processing	$0.005
Provision of Message Detail	$0.003
c. Incollect Message Credit	$0.05
Incollect Message Transmission	$0.003

ATTACHMENT RECORDING

APPENDIX III-B

INVOICE DESIGNATION

COMPANY NAME: _____

EXCHANGE COMPANY I.D. NUMBER (OCN): _____ _____ _____ _____

AUR INVOICE INTERVAL:

Check One

☐ Daily (Full Status RAO Companies will receive billable messages daily.)

☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates.

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

TAPE MAILING ADDRESS:
(Full RAO Companies will receive AURs at the same address as billable message toll.)

_____

_____

_____

_____

ATTACHMENT 25:
APPENDIX HOST

ATTACHMENT 25 HOST

This Appendix sets forth the terms and conditions under which SWBT will perform hosting responsibilities for CLEC for: (1) the provision of billable message data and/or access usage data received from such CLEC for distribution to the appropriate billing and/or processing location via SWBT's in-region network or via the nationwide Centralized Message Distribution System (CMDS); or (2) billable message data and/or access usage data received from other Local Exchange Carriers (LECs) or CLECs or from CMDS to be distributed to such CLEC. This Appendix covers hosting in region (i.e., Missouri, Arkansas, Kansas, Oklahoma and Texas) and hosting out of region. Hosting out of region is only available to an CLEC that is a Full Status Revenue Accounting Office (RAO) company.

I. DEFINITIONS

A. Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message which is subsequently used by a LEC to bill access to an Interexchange Carrier (IXC).

B. Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System - nationwide system used to produce information reports that are used in the settlement of LEC or CLEC revenues recorded by one BCC (or LEC or CLEC within the territory of that BCC) and billed to a customer of another BCC (or LEC or CLEC within the territory of that BCC) as described in accordance with the Bellcore Practice BR 981-200-110.

C. Billable Message Record - a message record containing details of a completed call which has been carried by a LEC over its facilities or by CLEC over its facilities and such record is to be used to bill an end user.

D. Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Record (EMR) formatted billing data between a company originating a message and the company billing for a message.

E. Exchange Message Record (EMR) - industry standard message format as described in accordance with the Bellcore Practice BR 010-200-010 which was developed to facilitate the exchange of telecommunications message information.

F. Full Status Revenue Accounting Office (RAO) - an CLEC or LEC that is responsible for formatting EMR records, and for editing and packing of such detail records into files for distribution.

G. In-Region Hosting - includes the transport, using Hosting Company network, of (1) billable message record data for LEC or CLEC transported messages and/or access usage record data that originate in a region and are delivered by the CLEC to SWBT at a mutually agreed upon location within the territory of SWBT to be sent to another LEC or CLEC for billing; and (2) billable message record data and/or access usage data received from CMDS or another LEC or CLEC to be delivered to the CLEC for billing to its end user located within the five state territory of SWBT.

H. Out-of-Region Hosting - includes the transport, using the national CMDS network, of (1) billable message record data for LEC or CLEC transported messages and/or access usage record data that originate out of region and are delivered by the CLEC to SWBT and are to be sent to another LEC or CLEC for billing; and (2) billable message record data and/or access usage data received from CMDS or another LEC or CLEC to be delivered to the CLEC for billing to its end user located outside SWBT's five state territory.

I. Non-Full Status Revenue Accounting Office (RAO) - An CLEC or LEC that has assigned responsibility to SWBT for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

II. RESPONSIBILITIES OF THE PARTIES

A. All data forwarded from CLEC must be in the industry standard EMR format in accordance with Bellcore Practice BR 010-200-010. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Appendix are those that arise from LEC or CLEC transported billable messages and/or access usage records to be used by a LEC or CLEC for the purpose of billing access to an IXC.

B. When CLEC delivers billable message data and/or access usage data to SWBT which must be forwarded to another location for billing purposes, SWBT will accept data from the CLEC, perform edits to make message detail and access usage records consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

If CLEC is not a Full Status RAO Company, SWBT will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the

appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

C. For billable message data and/or access usage data received by SWBT for delivery to an CLEC location, SWBT will use its in region data network to receive this data from other LECs or CLECs or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing CLEC location.

III. BASIS OF COMPENSATION

A. CLEC agrees to pay SWBT a per record charge for billable message records and/or access usage records that are received from CLEC and destined for delivery to another location for billing, at the rates listed below:

Per Record Charge	
Full Status RAO Company	
Hosting Company Network	$.002
National CMDS Network	$.005
Non-Full Status RAO Company	
Hosting Company Network	$.007
National CMDS Network	$.010

B. As part of this per record charge, SWBT will provide Confir mation and/or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS), as needed.

C. CLEC agrees to pay SWBT a per record charge for billable message records and/or access usage records which are entered on a magnetic tape or data file for delivery to the CLEC, at the rate listed below:

Per Record Charge	$.003

IV. LIABILITY

A. Any failure to populate accurate information in accordance with Section II.A. above, will be the responsibility of the CLEC.

B. SWBT will not be liable for any costs incurred by the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT .

C. SWBT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY

DAMAGES RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS APPENDIX.

D. SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the services provided hereunder, including any and all associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Appendix shall in no event exceed the amount of charges made for the services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

E. The CLEC agrees to release, defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the CLEC, its customers or end users. The CLEC shall defend SWBT against all end user claims just as if CLEC had provided such service to its end users with its own employees.

F. The CLEC also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

VI. DISCLAIMER OF WARRANTIES

SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

ATTACHMENT 26:
APPENDIX BCR

ATTACHMENT 26 BCR

BILLING, COLLECTING AND REMITTING

This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or ALLTEL but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

I. DEFINITIONS

A. BellCore Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an end user of another BCC (or LEC) as described in accordance with the BellCore Practice BR 981-200-110.

B. Charges - the amount approved or allowed by the appropriate regulatory authority to be billed to an end user for any of the services described in Section II., rendered by a LEC to an end user.

C. Compensation - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section IV.

D. IntraLATA - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.

E. InterLATA - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages which originate in one LATA and terminate in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.

F. Local Exchange Carrier (LEC) - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.

G. Local Message - Local messages are those messages which originate and terminate within the area defined as the local service area of the station from which the message originates.

H. Revenues - the sum of all or part of the charges as defined above.

II. SCOPE OF APPENDIX

This Appendix shall apply to procedures for the billing, collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

A. LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:

1. Local Message Service Charges Billed to a Calling Card or to a Third Number.

2. Directory Assistance Calls Charged to a Calling Card or to a Third Number.

3. Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).

4. Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).

B. LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the BellCore Practice BR 981-200-110, of the following types:

1. Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

2. Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

3. Radio Link Charges where service is provided by one LEC and billed by another LEC.

III. RESPONSIBILITIES OF THE PARTIES

A. ALLTEL agrees to bill, collect and remit to SWBT the charges for the services described in Section II. which charges are earned by any LEC (including SWBT), but which are to be billed to end users of ALLTEL.

B. In those cases in which the charges for the services listed in Section II above are due any LEC other than SWBT, SWBT will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.

C. Charges for the services listed in Section II above to be billed, collected and by ALLTEL for SWBT's benefit, shall be remitted by ALLTEL to SWBT within thirty (30) days of the date of SWBT's bill to ALLTEL for such services.

D. SWBT agrees to bill and collect (or to have another LEC bill and collect, where the appropriate), and to remit to ALLTEL, the charges for the services described in Section II above, which charges are earned by ALLTEL, but which are to be billed by another LEC (including SWBT) to the end users of that LEC.

E. Charges for the services listed in Section II above to be billed, collected and remitted by SWBT or another LEC for ALLTEL's benefit, shall be remitted by SWBT to ALLTEL within thirty (30) days of the date of ALLTEL's bill to SWBT for such services.

F. The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section IV below, due the Party for performing the end user billing function. The Party billing the end user shall be responsible for all uncollectible amounts related to the services described remitted in Section II above. Notwithstanding this paragraph, SWBT may net amounts due to ALLTEL under this Appendix against amounts owed to SWBT when SWBT renders a bill to ALLTEL hereunder.

G. Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

IV. COMPENSATION

A Party performing the services described in Section II.A. above will compensate the other Party in the amount of $.08 for each charge billed for any service described in Section II.A. above and subsequently remitted pursuant to this Appendix by such other Party to the Party performing the services described in Section II.A above. A Party performing the services described in Section II.B. above will compensate the other Party in the amount of $.05 for each charge billed for any service described in Section II.B. above and subsequently remitted pursuant to this Appendix by such other Party to the

Party performing the services described in Section II.B. above. Such compensation shall be paid (unless a Party has collected such compensation as described in Section III.F. above) within thirty (30) days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section III.

V. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY ALLTEL WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

ATTACHMENT 27

APPENDIX DSL

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ATTACHMENT 27 DSL
(Digital Subscriber Line ("DSL")-Capable Loops)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that apply to unbundled DSL – Capable Loops and thereby supplements, and is subject to, Attachment 6: Unbundled Network Elements of this Agreement. Prices are set forth in Appendix Pricing – UNE.

1.2 The term digital subscriber line (DSL) describes various technologies and services. SWBT's unbundled DSL loop offerings are set forth below for BCI to use in conjunction with its desired DSL technologies and equipment to provision DSL services to its end-user customers. The parties will comply with all applicable laws and regulations including the FCC's rules on spectrum compatibility and management.

1.3 SWBT shall, in all respects, provide the DSL – Capable Loops and related services herein at parity with the DSL – Capable Loops and related services SWBT provides itself and its affiliates.

2. UNBUNDLED DSL-CAPABLE LOOP OFFERINGS

2.1 DSL-Capable Loops used with DSL Technology which complies with Existing Industry Standards:

All loops listed in this category support technologies which conform to the current ANSI draft standard for spectrum management T1E1.4/99-002(R6). Each DSL – Capable Loop referenced below includes all parameters of its representative Spectrum Management Class, as found in the applicable industry standard.

2.1.1 Spectrum Management Class 1 Capable Loop (SMC1 Capable Loop):

The SMC1 Capable Loop supports DSL transmission systems that operate in the frequency spectrum from 0 to about 115 kHz, including most, but not all, ANSI T1.601 (ISDN) compliant systems, and including certain implementations of IDSL (ANSI T1.601) and SDSL technology.

2.1.1.1 **2-Wire Digital "ISDN Digital Subscriber Line" (IDSL) technology**: Separate charges relating to Loop Qualification and optional conditioning will not apply to these loops since they are ordered and designed under the current 2-Wire Digital Loop offering (which complies with ANSI standard T1.601), as found in Appendix UNE of this Agreement.

2.1.1.2 Loop Qualification and optional conditioning as described below are applicable to any SMC1 Capable Loop for which a copper-only facility is ordered.

2.1.2 **Spectrum Management Class 2 Capable Loop (SMC2 Capable Loop)**:

The SMC2 Capable Loop supports DSL transmission systems that operate in the frequency spectrum from 0 to about 238 kHz, including certain implementations of SDSL technology. Loop Qualification and optional conditioning as described below are applicable to the SMC2 Capable Loop.

2.1.3 **Spectrum Management Class 3 Capable Loop (SMC3 Capable Loop):**

The SMC3 Capable Loop supports DSL transmission systems that operate in the frequency spectrum from 0 to about 370 kHz, including certain implementations of HDSL (ITU G.991.X, ANSI TR28) and SDSL technology.

2.1.3.1 **2-Wire SMC3 Capable Loop**: Loop Qualification and optional conditioning as described below are applicable to the 2-Wire SMC3 Capable Loop.

2.1.3.2 **4-Wire SMC3 Capable Loop**: Loop Qualification and optional conditioning as described below are applicable to the 4-Wire SMC3 Capable Loop.

2.1.4 **Spectrum Management Class 4 Capable Loop (SMC4 Capable Loop):**

The SMC4 Capable Loop supports standard compliant HDSL2 (TIE1.4/99 – 006R5) equipment and other DSL transmission systems that have TU-C equipment that operates in the frequency spectrum from 0 to about 440 kHz and TU-R equipment that operates in the frequency spectrum from 0 to about 300 kHz. Loop Qualification and optional conditioning as described below are applicable to the SMC4 Capable Loop.

2.1.5 **Spectrum Management Class 5 Capable Loop (SMC5 Capable Loop):**

The SMC5 Capable Loop supports DSL transmission systems that have the TU-C equipment that operates in the frequency spectrum from about 138 kHz to about 1104 kHz and TU-R equipment that operates in the

frequency spectrum from about 25 kHz to 138 kHz, including certain implementations of industry standard ADSL technology (ITU G.992.X, ANSI T1.413). Loop Qualification and optional conditioning as described below are applicable to the SMC5 Capable Loop.

2.1.6 **Intentionally Left Blank**

2.1.7 **Spectrum Management Class 7 Capable Loop (SMC7 Capable Loop):**

The SMC7 Capable Loop supports DSL transmission systems that operate in the frequency spectrum from 0 to about 776 kHz, including certain implementations of SDSL technology. Loop Qualification and optional conditioning as described below are applicable to the SMC7 Capable Loop.

2.2 **Other Industry Standard DSL-capable loops:** If an industry standards body adopts other national standard technologies (SMCs) for which SWBT does not have an existing supporting loop as defined above, SWBT will provide a loop capable of supporting the other technology for BCI as follows:

2.2.1 If the other technology requires the use of a 2-wire or 4-wire loop materially the same as described above, with materially the same loop conditioning, then SWBT will provide BCI a loop capable of supporting the other technology at the same rates established for the appropriate 2-wire and 4-wire loops and associated loop conditioning as needed. SWBT will supply BCI with the appropriate ordering procedures within fifteen (15) business days of BCI's request for a loop capable of supporting the other technology.

2.2.2 If the other technology requires a loop type that materially differs from the existing 2-Wire and/or 4-Wire loops defined above (e.g. different loop design, different conditioning, significantly different spectrum impact, etc.), then SWBT will supply BCI with the appropriate ordering procedures within 90 calendar days of BCI's request for a loop capable of supporting the technology.

2.3 **Non-Standard DSL - Capable Loops:**

2.3.1 **Approved or successfully deployed non-standard DSL technologies:**

In addition to DSL capable loops referenced above, non-standard DSL technologies which have been approved by the FCC or any state commission or which have been successfully deployed by any carrier without significantly degrading the performance of other services are presumed acceptable for deployment. SWBT will provide a loop capable of supporting a non-standard technology approved by a commission or successfully deployed for BCI as follows:

2.3.1.1 If the technology requires the use of a 2-Wire or 4-Wire loop materially the same as described above, with materially the same loop conditioning, then SWBT will provide BCI a loop capable of supporting the technology at the same rates listed for the appropriate 2-Wire and 4-Wire loops and associated loop conditioning as needed. SWBT will supply BCI with the appropriate ordering procedures within fifteen (15) business days of BCI's request for a loop capable of supporting the technology.

2.3.1.2 If the technology requires a loop type that materially differs from the existing 2-Wire and/or 4-Wire DSL Capable Loops defined above (e.g. different loop design, different conditioning, significantly different spectrum impact, etc.), the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the technology and for loop qualification and conditioning if needed. If negotiations fail, dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement or any such process established by regulation.

2.3.2 Other non-standard DSL technologies: BCI may deploy technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if BCI

can demonstrate to the state commission that the particular technology will not significantly degrade the performance of other advanced services or traditional voice band services. In this situation, there would be no presumption in favor of deployment and the burden would be on BCI to make the appropriate showing.

2.3.2.1 SWBT will monitor progress of ANSI Spectrum Management Standards and, once approved, will determine if a technology is both spectrally compatible and meets the requirements for spectrum management. Technologies that meet both conditions will be deemed deployable in SWBT's network. SWBT will make a good faith effort to maximize and provide reasonable opportunities for BCI to deploy and test spectrally compatible technologies in an effort to bring those technologies into compliance with the requirements for spectrum management.

2.3.2.2 Until such time as national standards exist, SWBT will, upon BCI's request, evaluate BCI's laboratory assessment of the other DSL technologies proposed for use by BCI to determine whether such technologies, power and speed requirements, equipment specifications and technical parameters are compatible with an existing loop. If SWBT agrees that the other DSL technology may be deployed without causing harm to the PSTN, the results from BCI's laboratory assessment will be used by SWBT to expand the definition of an existing loop to include the conforming technology and any associated criteria. In the event SWBT determines that such technology does not conform to the parameters for an existing loop, but may be deployed without causing harm to the PSTN, the results from the certification test will be used by SWBT to create an appropriate UNE loop upon request by BCI for such a loop via the BFR/Special Request provisions of this Agreement. If SWBT does not agree, then upon BCI's request and expense, SWBT and BCI will agree upon a third party laboratory for evaluation ("certification test"), and will abide by the decision of the third party laboratory.

2.3.3 Each party agrees that should it cause any non-standard DSL technologies described in sections 2.3.1 and 2.3.2 above to be deployed or used in connection with or on SWBT facilities, that Party (the Indemnifying Party) will assume full and sole responsibility for any damage, service interruption or other telecommunications service degradation affects and will indemnify the other Party (the Indemnified Party) for any damages to the Indemnified Party's facilities, as well as any other claims for damages,

including but not limited to direct, indirect or consequential damages made upon the Indemnified Party by any provider of telecommunications services or telecommunications user (other than any claim for damages or losses alleged by an end-user of the Indemnified Party for which the Indemnified Party shall have sole responsibility and liability), when such damages arise out of, or results from, the use of such non-standard DSL technologies by the Indemnifying Party. Further, the Indemnifying Party agrees that it will undertake to defend the Indemnified Party against and assume payment for all costs or judgments arising out of any such claims made against the Indemnified Party.

2.3.4 For such non-standard DSL technologies deployed under sections 2.3.1 and 2.3.2 above, once national ANSI standards are adopted, the parties shall begin the process of bringing future deployments of such DSL technologies into compliance with such new standards within thirty (30) calendar days and shall complete the transition within one hundred eighty (180) calendar days.

2.3.5 Until such time as the FCC defines the term "significantly degrade" more precisely, "significantly degrade" is defined as an action that noticeably impairs a service from a user's perspective. The state commission shall determine when a technology significantly degrades the performance of other services pursuant to FCC Order 99-48, Paragraph 66.

2.4 **OSS**

SWBT will provide BCI with nondiscriminatory access to the operations support systems ("OSS") functions for DSL-Capable Loops pursuant to applicable rates, terms and conditions for such OSS in this Agreement, including any uniform change management process agreed upon with CLECs and/or established by arbitration. As part of its duty to provide access to the pre-ordering function, SWBT shall provide BCI with nondiscriminatory access to the same detailed information about the loop that is available to SWBT.

3. PRE-QUALIFICATION OF LOOPS

3.1 SWBT will make available the capability for BCI to pre-qualify loops on a mechanized basis through enhancements to Verigate/Data Gate OSS interfaces. The applicable rates, terms and conditions for such OSS interfaces are set forth in this Agreement. SMC1 Capable Loops which are ordered as 2-wire digital loops will not require or benefit from this process as they are qualified for use on any

facility designed to support ISDN. The pre-qualification process will permit a database query, which will result in the retrieval of an indicator with limited loop length and facility data. Loop makeup and spectrum inventory data are not available through this process. This is an optional service available at no cost to BCI.

3.2 In the event BCI desires a manual pre-qualification arrangement, SWBT will negotiate a rate, along with terms and conditions for handling such inquiries on a manual basis.

4. LOOP QUALIFICATION

4.1 SWBT will use a loop qualification process (Loop Qualification) in connection with provisioning DSL Capable Loops requiring spectrum management and "copper only" facilities with specific physical characteristics. The Loop Qualification process examines the available loop facilities for suitability in terms of physical characteristics and spectrum compatibility based upon the conditions set forth in industry standards. The Loop Qualification process provides loop make-up data, such as loop length, gauge and existence of load coils, repeaters, bridged taps and DLCs. Spectrum management analysis is also performed, and spectrum inventory data (i.e. disturber occurrence in same and adjacent binder groups by quantity and type) is also provided. Loop Qualification will provide access to all information required by FCC rules. SWBT will provide loop qualification data and conditioning recommendations for the requested technology. BCI shall pay the rate set forth below for each Loop Qualification request, whether or not any loop is identified which will support the desired technology. When multiple loops are requested at the same end-user address, SWBT will perform Loop Qualification on each loop until it is determined that no suitable loops remain. BCI shall pay the applicable rate for each Loop Qualification performed by SWBT for all loops that qualify and the first loop which does not. If SWBT determines that the first loop is 17,500 feet or greater, BCI will be so notified, and charged the applicable rate for one Loop Qualification. If BCI subsequently requests Loop Qualification on the remaining loops, the Loop Qualification charge will apply to each loop requested.

4.2 Until a mechanized process is in place for Loop Qualification, requests for Loop Qualification shall be submitted to SWBT on a manual basis. A standard Loop Qualification interval of three (3) to five (5) business days is available for requests in markets where the Loop Qualification process is in place. In other markets, a

maximum standard Loop Qualification interval of 15 business days is available until Loop Qualification methods, procedures, and training are established for the subject central office. In an effort to establish the Loop Qualification process by central office in the priority order desired by BCI, BCI will provide SWBT with a prioritized list of central office locations where BCI has or has access to appropriate associated equipment or has ordered access to DSL Capable Loops. For central offices which have not been inventoried on behalf of SWBT or an affiliate, or another CLEC, within 60 days of receipt of the list of central offices, SWBT will establish Loop Qualification methods, procedures, and training, for BCI's 10 highest central office priorities per Major Metropolitan Area and will meet with BCI to establish a schedule for the remaining identified locations, if any. The Loop Qualification interval shall always be no longer than the interval for SWBT retail operations or service to a SWBT affiliate. If conditioning is requested, BCI must send in the request for the DSL loop within 5 business days of receipt of the Loop Qualification. If no conditioning is requested, BCI must send in the request for the DSL loop within 12 business days of receipt of the Loop Qualification. Should a SWBT retail or a third party carrier submit a bona fide order for the loop or the last available spectrum on the cable involved in BCI's Loop Qualification request, SWBT would provide the loop and/or spectrum to the requesting carrier. If BCI subsequently places an order for the loop, but for which the loop and/or last available spectrum in the cable has been provided to another requesting carrier, SWBT would inform BCI on the FOC that the loop order is denied due to facilities and/or spectrum exhaust. Should BCI's loop order be denied on the FOC due to facility or spectrum exhaust, SWBT will provide BCI access to a similarly qualified loop at parity with a similarly situated SWBT affiliate or retail customers.

4.3 If the results of the Loop Qualification indicate that the loop is less than 12,000 feet (based on theoretical loop length) and will support service levels as described above without additional conditioning. BCI will be notified, provided loop makeup data, and the charges for the specific DSL – Capable Loop will apply if such loop is ordered by BCI. Should the loop meet such design requirements, but not function as desired by BCI, BCI may request, and must pay for, any requested conditioning at the rates set forth below. Loops less than 12,000 feet (based on theoretical loop length), but which do not meet SWBT Retail or Affiliate's minimum DSL requirements, will be conditioned at no charge to BCI.

4.4 If the results of the Loop Qualification indicate that the loop is between 12,000 feet (based on theoretical loop length) and 17,500 feet and will otherwise support service levels as described above, BCI may order and SWBT will provide the associated loop makeup data. The charges for the particular DSL Capable Loop will apply if such loop is ordered by BCI.

4.5 If the results of the Loop Qualification indicate that the loop is between 12,000 feet (based on theoretical loop length) and 17,500 feet and will not support service levels as described above, but will do so with optional loop conditioning, BCI will be notified and furnished the associated loop makeup data before commencement of any conditioning work. If BCI authorizes the conditioning, BCI will be billed for such work at the applicable rates for DSL Conditioning Options. BCI may order, and SWBT will provide, the loop without some or all of the SWBT-recommended conditioning. The charges for the particular DSL Capable Loop will apply if such loop is ordered by BCI.

4.6 If the results of the Loop Qualification indicate that the loop is between 12,000 feet (based on theoretical loop length) and 17,500 feet and will not support service levels as described above, and will not do so even with optional loop conditioning, BCI will be notified and furnished the associated loop makeup data. If BCI subsequently requests the loop with or without such conditioning, the charges for any conditioning work requested shall apply. BCI may order, and SWBT will provide, the loop without some or all of the requisite conditioning. The charges for the particular DSL – Capable Loop will apply if such loop is ordered by BCI.

4.7 If the results of the Loop Qualification indicate that the loop length exceeds 17,500 feet, BCI will be so notified and provided the associated loop make-up data. If BCI subsequently orders the loop with or without optional conditioning, BCI will be billed for such work at the applicable rates for DSL Conditioning Options. The appropriate charges for the particular DSL Capable Loop will apply if such loop is ordered by BCI.

4.8 BCI and SWBT will work cooperatively to develop, including the funding of such development, mechanized and integrated Operations Support Systems that will be in accordance with industry standards and permit (1) real-time BCI access through an electronic gateway to a database that contains the loop information referenced above, and (2) mechanized, flow-through ordering, loop design, and provisioning for any DSL loop type listed above in parity with the systems developed on behalf of SWBT's retail and affiliate activities.

4.9 If SWBT provides inaccurate information through Loop Qualification resulting in installation delays, SWBT will refund or credit the related Loop Qualification fee(s).

5. SERVICE PERFORMANCE

5.1 If the results of the Loop Qualification indicate: (i) that the loop is between 12,000 feet (based on theoretical loop length) and 17,500 feet and does not meet the technical parameters for the particular DSL Capable Loop, but will do so with optional conditioning and BCI elects to order such loop without all the recommended conditioning; or (ii) that the loop is between 12,000 feet (based on theoretical loop length) and 17,500 feet and does not meet the technical parameters for the particular Capable Loop and will not do so even with optional conditioning and BCI elects to order such loop with some or all of the conditioning; or (iii) that the loop exceeds 17,500 feet and BCI elects to order the loop with or without any of optional conditioning; then SWBT will not apply maintenance performance measures to the loop, nor will SWBT be held responsible for any service-related issues on such loop; BCI will not hold SWBT responsible and will indemnify and hold SWBT harmless from any claims by BCI and/or BCI's end-users for any damages arising from SWBT's provision of such loop, except to the extent such claims relate to a failure on SWBT's part to meet its obligations regarding the provision of such loop.

5.1.1 For categories (i), (ii) and (iii) immediately above, with the exception of loops exceeding 17,500 feet that do not contain bridged taps, load coils and/or repeaters SWBT will be responsible to maintain UNE performance standards for "mean-time to repair" and will maintain electrical continuity and line balance on the loop at parity with SWBT's tariffed POTS services. However, SWBT will not be responsible for performance measurement penalties.

5.1.2 In so far as technically feasible, SWBT shall test and report trouble for all the features, functions, and capabilities of conditioned lines, and may not restrict testing to voice transmission only.

5.2 Unconditioned or partly conditioned loops in excess of 12,000 feet for which SWBT has recommended conditioning, will not be included in any service performance measurements. No DSL Capable Loops in excess of 17,500 feet will be included in any performance measurements.

5.3 BCI shall have the option of using shielded or non-shielded cross connects and tie cables on a SMC5 Capable Loop. If BCI specifies non-shielded cross connects and tie cables be used on a SMC5 Capable Loop request, SWBT will not apply maintenance performance measures to the loop, nor will SWBT be held

responsible for any service-related issues on such loop unless the parties agree that the problem was not caused by BCI's election to use non-shielded cross-connects and/or tie cable; provided, however, SWBT will maintain electrical continuity and line balance on the loop at parity with SWBT's tariffed POTS services. BCI will not hold SWBT responsible and will indemnify and hold SWBT harmless from any claims by BCI and/or BCI's end-users for any damages arising from SWBT's provision of such loop, except to the extent such claims relate to a failure on SWBT's part to meet its obligations regarding the provision of such loop.

5.4 Any performance measures developed in connection with SWBT's entry into the interLATA interexchange telecommunications market in Missouri that pertain to Advanced Services shall be incorporated herein by this reference and apply pursuant to Attachment 17 of this Agreement. Texas Measurement 57 – loop make up – shall apply to all DSL loops as specified in Attachment 17 of this Agreement and shall be subject to liquidated damages as provided therein.

6. MAINTENANCE

6.1 Maintenance on loops up to 12,000 feet and on conditioned loops between 12,000 feet and 17,500 feet will be provided pursuant to Attachment 8.

6.2 Maintenance, other than assuring electrical continuity and line balance, on unconditioned or partially conditioned loops in excess of 12,000 feet will only be provided on a time and material basis as set out elsewhere in this Agreement. On such loops where BCI has requested recommended conditioning not be performed, SWBT's maintenance will be limited to maintaining electrical continuity and line balance at parity with POTS. For such loops having had partial or extensive conditioning performed at BCI's request, SWBT will assure electrical continuity and line balance at parity with POTS, the completion of all requested conditioning, and will repair at no charge to BCI any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. Additionally, SWBT will maintain the physical condition of all DSL Capable Loops to ensure the service levels outlined in the initial Loop Qualification request are supported as defined above.

7. PROVISIONING AND INSTALLATION

7.1 The provisioning and installation interval for Industry standard DSL – Capable Loops described in Section 2.1 or DSL – Capable Loops that are materially the same, as described in Section 2.2.1 or 2.3.1.1 (including when Section 2.3.1.1 applies under Section 2.3.2.2), where no conditioning is requested, will be five (5) to seven (7) business days after the Loop Qualification process is complete, or the

provisioning and installation interval provided to SWBT's affiliates or applicable to SWBT's most comparable tariffed DSL-based services, whichever is less. The provisioning and installation intervals for such DSL Capable Loops where conditioning is requested will be fifteen (15) business days for loops up to 17,500 feet, or the provisioning and installation interval provided to SWBT's affiliates or applicable to SWBT's most comparable tariffed DSL-based services, whichever is less. For such DSL Capable Loops in excess of 17,500 feet where conditioning is requested, the provisioning and installation interval shall be agreed upon by the Parties for each instance of special construction. Provisioning and installation intervals for other loops will be developed as needed on a non-discriminatory basis. Notwithstanding the foregoing, SMC1 Capable Loops using the ISDN standard will be ordered and provisioned under the terms of the 2-Wire Digital Loop as described in Appendix UNE of this Agreement.

7.2 Subsequent to the initial order for a DSL Capable Loop, additional conditioning may be requested on such loop at the applicable rates and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a DSL Capable Loop, no additional service order charges shall be assessed, but the due date may be adjusted as necessary. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

7.3 BCI's requests for expedited provisioning of DSL loops will be worked during normal business hours, provided that resources are available. Requests for expedited provisioning during non-business hours will be managed as a coordinated cut project with due dates negotiated by the parties as described in this Agreement and subject to the rates outlined in Appendix Pricing UNE.

8. SPECTRUM MANAGEMENT

8.1 In order to protect the integrity of the network, BCI agrees to use the DSL Capable Loops in a manner consistent with all applicable industry standards. BCI's transmission rate over these DSL Capable Loops shall not be limited, except as may be required to conform to the power and spectrum parameters set forth in the applicable industry standards.

8.2 Uniform industry spectrum management procedures, defined to include binder/cable administration as well as deployment practices (e.g. the rules for testing and implementing DSL-based and other advanced services), are essential to the success of advanced services deployment (FCC Order 99-48, Paragraphs 70-77, (rel. March 31, 1999) CC Docket No. 98-147). SWBT shall provide BCI with nondiscriminatory access to SWBT's spectrum management procedures and

policies through the publication of Technical Publications and periodic forums. Such Technical Publications shall be revised as needed to comply with applicable standards. Any dispute regarding such Technical Publications shall be resolved pursuant to the dispute resolution process provided for in this Agreement or any such process established by regulation.

8.3 DSL Capable Loops will not require the use of a specific binder group or selective feeder separation. However, if appropriate spectrum cannot be found in any available facility (i.e., the loop is incapable of supporting DSL-based services due to interference measured in accordance with the standards set forth in ANSI T1E1 99/002(R6), SWBT will not provision the loop. In such case, SWBT will disclose to BCI during Loop Qualification the specific reason for rejecting BCI's loop request including the number of loops using advanced services technology within the binder and the type of technology deployed on those loops. SWBT shall not rely upon any reservation of loops for a specific type of advanced services as grounds to deny a request. SWBT shall bear the burden of demonstrating to the state commission that a requested advanced service will significantly degrade the performance of existing services, to permit denial of the request. Should a national standard for spectrum management be developed that differs from SWBT's Technical Publications, SWBT shall modify its Technical Publications, and the Parties will manage interference consistent with such national standard. Any disputes shall be resolved pursuant to the dispute resolution process of this Agreement or any such process established by regulation.

8.4 BCI'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, supported by specific and verified information, and after proof to the state commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services if disputed, BCI shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

SWBT's use of its own equipment or facilities will not materially interfere with or impair service over any SWBT network element used by or other facilities of BCI, 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, supported by specific and verified information, and after proof to the state

commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services if disputed, SWBT shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

9. RATES FOR DSL CAPABLE LOOPS AND ASSOCIATED CHARGES

See UNE Appendix Pricing Schedule of Prices

10. RESERVATION OF RIGHTS

10.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event of any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction which stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to the Petition of Broadspan Communications, Inc. for Arbitration of Unresolved Interconnection Issues Regarding ADSL with Southwestern Bell Telephone Company before the Missouri Public Service Commission, Case No. TO 99-370, the Federal Communications Commission (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, or the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC docket 98-147, or any other proceeding, the Parties shall expend diligent efforts to arrive at an agreement on conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the dispute resolution procedures set forth in this Agreement or any such process established by regulation.

10.2 SWBT's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). Both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately

effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement, or any such process established by regulation.

11.0 Applicability of Other Rates, Terms and Conditions

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

ATTACHMENT 28:
APPENDIX FCC MERGER CONDITIONS

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