ATTACHMENT 24: RECORDING
(Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Attachment)

1.0 Introduction

1.1 This Attachment sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II,** Exhibits I and II are part of this Attachment by reference.

2.0 Definitions

2.1 **"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).

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

2.3 **"Billing Company"** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

2.4 **"Billable Message"** - a message record containing details of a completed IXC transported call which is used to bill an end user.

2.5 **"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 the Billing Company.

2.6 **"Data Transmission"** - the forwarding by SWBT of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

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

2.8 **"Interexchange Carrier (IXC)"** - A third party transmission provider that carries 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.

2.9 **"Interexchange Carrier Transported"** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 **"Local Access and Transport Area (LATA)"** - service areas defined in FCC Docket 78-72.

2.11 **"Message Processing"** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or 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 message detail and access usage records are consistent with CMDS specifications.

2.12 **"Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record 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 CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.

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

2.15 **"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.

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

2.17 **"Recording Company"** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.18 **"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 its assigned working telephone number.

2.19 **"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 Exhibit II pertaining to the production and forwarding of AUR data.

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

3.0 Responsibilities Of The Parties

3.1 SWBT will record all IXC transported messages for CLEC 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 that are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.

3.2 SWBT will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SWBT.

3.3 SWBT will provide access usage records that are generated by SWBT.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by CLEC.

3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SWBT and provided to CLEC.

3.6 Recorded billable message detail and access usage record 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.

3.7 SWBT will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.

3.8 In **Exhibit II**, CLEC will identify separately the location where the 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, holidays, etc.

3.9 SWBT will determine the number data files required to provide the access usage record detail to CLEC.

3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of SWBT will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SWBT.

3.11 When SWBT receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, SWBT will forward those messages to CLEC.

3.12 SWBT will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

4.0 Basis Of Compensation

4.1 SWBT as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Usage Records (SURs) required by SWBT on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5.0 Liability

5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

5.2 When SWBT is notified that, due to error or omission, incomplete data has been provided to CLEC, SWBT will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to CLEC. If written notification is not received within sixty (60) calendar days, SWBT shall have no further obligation to recover the data and shall have no further liability to CLEC.

5.3 If, despite timely notification by CLEC, message 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 message 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 CLEC shall be limited to one (1) of the following two (2) alternatives from which CLEC may choose: 1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail, or 2) a direct reimbursement for such amount of estimated net lost revenue.

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

5.5 CLEC agrees to 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 CLEC, its customers or end users. CLEC shall defend against all End Users' claims just as if CLEC had provided such service to its End Users with its own employees.

5.6 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.

5.7 CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

5.8 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.

6.0 Applicability Of Other Rates, Terms And Conditions

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

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for CLEC. CLEC requests Recording Company 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. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

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

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

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

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

EXHIBIT I
SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

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

Option #1: This option has been withdrawn.

Option #2: The Recording Company 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 CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to CLEC.

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

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

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

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

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

MESSAGE PROVISIONING

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

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE 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

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

___ **Daily (Full Status RAO Companies will receive AURs 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

ATTACHMENT 25: xDSL

1.0 Introduction

1.1 SWBT agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

2.0 Definitions

2.1 For purposes of this Attachment, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.[1]

2.2 For purposes of this Attachment, a "subloop" is defined as any portion of the loop from SWBT's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SWBT's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire within.[2] The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's UNE Remand Order. Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line). A "DSL-capable loop" is a loop that supports the transmission of DSL technologies.

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[1] See 47 C.F.R. §51.319 (a) (1)
[2] See 47 C.F.R.§51.319 (a) (2).

2.4 A "DSL-Capable Loop" is a loop that supports the transmission of DSL technologies.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.

3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops

3.1 SWBT is not in any way permitted to limit xDSL capable loops to the provision of ADSL.

3.2 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLECs services or technologies to a level at or below those provided by SWBT.

3.3 SWBT will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.

3.4 SWBT shall not deny a CLEC's request to deploy any loop technology that is presumed acceptable for deployment, or one that is addressed in Section 4.5 of this Attachment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SWBT will provide CLEC with notice prior to seeking relief from the Commission under this Section.

3.4.1 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SWBT and the Commission before or at the time of their request to deploy that technology in Missouri. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below.

3.5 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.6 Liability

3.6.1 Each Party, whether a CLEC or SWBT, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SWBT facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.6.2 For any technology, CLEC's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or connecting and concurring carriers involved in SWBT services, cause damage to SWBT's plant, impair the privacy of any communications carried over SWBT's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. SWBT will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If SWBT does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SWBT must be supported with specific and verifiable supporting information.

3.7 Indemnification

3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on

Indemnitee's facilities and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.7.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnitee liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on gross negligence or intentional misconduct.

4.0 Unbundled xDSL-Capable Loop Offerings

4.1 DSL-Capable Loops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.[3] The rates for the 2-Wire Digital Loop are set forth in Section 11.1 below.

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridge tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 Intentionally Left Blank

4.1.5 Sub-Loop: In locations where SWBT has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade plain old telephone service (POTS) circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SWBT will make the following options available to CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that SWBT make copper facilities available (subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital Subscriber Line Access Multiplexer ("DSLAM") in SWBT's RT at the fiber/copper interface point. When CLEC collocates its DSLAM at SWBT's RT, SWBT will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop. The xDSL subloops (consistent with Section 2.2 above) are defined as outlined in Sections 4.1.1 through 4.1.4 above, but only include the F2/distribution portion of the loop. Where CLEC is unable to install a DSLAM at the RT or obtain spare copper loops necessary to provision an xDSL service, and SWBT has placed a DSLAM in the RT, SWBT must unbundle and provide access to its DSLAM. SWBT is relieved of this requirement to unbundle its DSLAM only if it permits CLEC to collocate its DSLAMs in the RT on the same terms and conditions that apply to its own DSLAM. The unbundling

[3] Definition from the M2A appendix UNE, Section 4.2.3.

requirement with respect to DSLAMS would attach to such equipment transferred to SWBT's advanced services affiliate. Sub loop pricing may be found in Section 11.1 below.

4.2 SWBT shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC.

4.3 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLEC's services or technologies to a level at or below those provided by SWBT. CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC should at the time of ordering notify SWBT as to the type of Power Spectral Density (PSD) mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SWBT. Likewise, SWBT should disclose upon request to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SWBT will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SWBT with a technical description of the technology (including power mask) for the inventory purposes. SWBT will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of SWBT's retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 9.1 below.

4.4 In the event that SWBT rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SWBT will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SWBT will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4.5 From the approval of this Agreement by the Missouri PSC until October 13, 2000 ("the Trial Period"), a CLEC may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Missouri on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without

significant degradation for 12 months or until national standards have been established, whichever occurs first.

4.5.1 CLEC's deployment of non-standard xDSL technologies during the Trial Period by itself shall not be deemed a successful deployment of the technology under the FCC's Order issued on March 31, 1999 in CC Docket No. 98-147, FCC 99-48.

4.5.2 If a loop technology is deployed without significant degradation for 12 months, or if national standards for the technology are established, whichever occurs first, the parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

4.6 Following expiration of the Trial Period, SWBT will not deny a requesting CLEC's right to deploy new xDSL 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 the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.6.1 Upon request by CLEC, SWBT will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SWBT will provide a loop to support the new technology for CLEC as follows:

4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then SWBT will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed. SWBT's ordering procedures will remain the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.

4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop [as defined in this Attachment], 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 proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Sections 4.5 and 4.6 above for which applicable national standards have not been adopted.

4.8 If SWBT or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SWBT or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SWBT or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.9 SWBT shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SWBT may make and apply to CLEC, changes to Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.[4]

4.10 SWBT shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL that would adversely affect wholesale xDSL services or xDSL providers.

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

5.1 General: SWBT will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. This includes the manual, computerized, and automated systems, together with associated business processes and the up-to-date data maintained in those systems. CLEC will be given nondiscriminatory access to the same OSS functions that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate. This includes any operations support systems utilized by SWBT's service representatives and/or SWBT's internal engineers and/or by SWBT's advanced services affiliate to provision its own retail xDSL service.

5.2 Subject to Sections 5.3 and 5.4 below, SWBT must provide actual, real-time loop makeup information to CLEC rather than a prequalification or loop qualification process.

[4] PSC order in Docket TO-2000-322.

5.3 Loop Pre-Qualification: Until such a real-time system is implemented however, SWBT's pre-qualification system will provide a response to CLEC queries within four hours for those central offices that have been inventoried. If a CLEC chooses to employ SWBT's manual pre-qualification system in a central office that has not been inventoried, the interval for receiving the response should be no longer than 10 business days. Until replaced with actual, real-time loop makeup information as required by the Commission and the UNE Remand Order, SWBT will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based or other advanced services in specific SWBT wire centers in which the CLEC has collocated or has ordered collocation and has advised SWBT of its intent to order xDSL-capable loops. The loop length indicator is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC.

5.4 Loop Qualification: SWBT will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as SWBT's retail operations or its advanced service subsidiary, to have real-time electronic access as a preordering function to the loop makeup information described in Section 5.3. If a CLEC elects to have SWBT provide actual loop makeup information through a manual process, then the interval will be 3-5 business days or the interval provided to SWBT's retail ADSL personnel, whichever is less. At the time an electronically interfaced loop makeup system is implemented, the objective interval for obtaining loop make-up information should become a part of the body of OSS performance measures.

5.5 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. SWBT also shall provide to the CLEC any other relevant information listed on the individual loop record but not listed above.

Where SWBT has not compiled loop qualification information for itself, SWBT is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. If SWBT has manual access to this sort of information for itself, or any affiliate, SWBT will provide access to it to CLEC on a non-discriminatory basis. To the extent SWBT has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

5.6 SWBT will provide real time, electronic access to all systems needed for efficient provisioning of advanced services such as xDSL. Implementation schedule of OSS updates and to provide such access is contained in Section 13.0.

6.0 Provisioning

6.1 CLEC shall designate, at the CLEC's sole option, what loop conditioning SWBT is to perform in provisioning the xDSL loop or subloop on the loop order. Conditioning may be ordered on loop(s) or subloop(s) of any length at the Loop conditioning rates set forth in Section 11.4. The loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.

6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

6.3 Subsequent to the initial order for a xDSL capable loop or subloop, additional conditioning may be requested on such loop at the rates set forth below 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 xDSL-capable loop, no service order charges shall be assessed, but the due date may be adjusted as necessary as agreed to by the parties. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Section 11.3.

6.5 SWBT shall keep CLEC deployment information confidential from SWBT's retail operations, any SWBT affiliate, or any other CLEC.

7.0 Acceptance Testing

7.1 SWBT and CLEC agree to implement Cooperative Acceptance Testing for xDSL loop delivery.

7.2 Should CLEC desire Cooperative Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Cooperative Acceptance Testing will be conducted at the time of installation of the service request.

7.3 Acceptance Testing Procedure:

7.3.1 Upon delivery or repair of a loop to/for CLEC, SWBT's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free CLEC number to initiate performance of a series of cooperative tests.

7.3.1.1 Except for ISDN loops that are provisioned through repeaters or digital loop carriers, the test requires the SWBT field technician to provide a solid short across the tip and ring of the circuit and then open circuit the loop.

7.3.1.2 For ISDN (very low band symmetric) loops that are provisioned through repeaters or digital loop carriers, the SWBT field technician will not perform a short or open circuit.

7.3.2 If the loop passes Cooperative Acceptance Test for loop continuity test parameters defined by this Agreement for xDSL loops, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. CLEC will be billed for the Cooperative Acceptance Test as specified below under Acceptance Testing Billing.

7.3.3 If the Cooperative Acceptance Test fails loop continuity test parameters defined by this Agreement for xDSL loops, the LOC technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work at such office. If the problem cannot be quickly resolved, SWBT will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SWBT will contact CLEC to repeat the Cooperative Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. SWBT will not complete an order that fails Acceptance Testing.

7.3.4 Since CLEC's test equipment cannot send signals through repeaters or digital loop carriers, CLEC will accept ISDN loops without testing the complete circuit. Consequently, SWBT agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of SWBT), SWBT will adjust

CLEC's bill and refund the recurring charge of such a loop until SWBT has resolved the problem and closed the trouble ticket.

7.3.5 SWBT will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the LOC on hold for over ten (10) minutes. In that case, SWBT may close the order utilizing existing procedures. If no trouble ticket is opened on that loop within 24 hours, SWBT may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section B below. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from SWBT error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SWBT will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by SWBT to not meet loop continuity test parameters defined herein, SWBT will not charge for acceptance testing done on the repair call.

7.3.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be SWBT's error, then the loop will not be counted as a successful completion for the purposes of the calculations discussed in Section B.1 below.

7.3.7 Both Parties will work together to implement Cooperative Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SWBT to expend additional time and expense.

7.4 Acceptance Testing Billing

7.4.1 CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, CLEC may indicate that it believes that SWBT is failing to install loops with loop continuity and ordered conditioning eighty percent (80%) of the time within the committed intervals.

7.4.1.1 If sampling establishes that SWBT is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, SWBT may continue charging for Acceptance Testing for all loops that are properly installed the first time. If SWBT is not correctly provisioning loops eighty percent (80%) of the time, or greater, then CLEC will not be billed for Acceptance Testing for the next 90 days. Immediately after the effective date of this agreement, the Parties will negotiate in good faith to agree to a method for sampling 100 random install orders; provided, however, the Parties agree that none of the orders included in

such sampling shall be orders placed within the first thirty (30) days of CLEC's entry into any Metropolitan Statistical Area ("MSA").

7.4.1.1.1 ISDN Loops that have trouble tickets (that are SWBT's fault) opened within 10 business days will be considered failures.

7.4.1.1.2 Loops that are successfully installed as a result of corrective action taken after acceptance testing will be considered failures.

7.4.1.2 In any calendar month after the 90 day no charge period, SWBT may request that another random sample of 100 install orders be reviewed. If the sample determines SWBT is provisioning loops correctly eighty percent (80%) of the time or greater, billing will resume.

7.4.1.3 Even if SWBT is in period which it may bill for Acceptance Testing, SWBT will not bill for the Acceptance Testing for loop installs that did not pass, the first time, the test parameters defined by this Agreement for xDSL loops. SWBT will not bill for loop repairs when the repair was SWBT problem.

7.4.1.4 Beginning October 1, 2000, SWBT delivery commitment changes to 90%.

7.4.2 The charges for Acceptance Testing shall be $33.51 as specifically listed in Section 13.4.8(A) of the FCC Tariff No. 73. CLEC will use the USOC(s) UBCX+ for basic time. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price. If the tariff rate changes, the parties will negotiate in good faith to determine if the tariff rate changes should apply to acceptance testing.

7.4.3 Repairs

7.4.3.1 The parties will negotiate in good faith to arrive at terms and conditions for acceptance testing on repairs

8.0 <u>Service Quality and Maintenance</u>

8.1 SWBT will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SWBT beyond these parameters will be billed on a time and materials basis at Access Tariff 73 rates.

8.2 Maintenance, other than assuring loop continuity and 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 loops where

CLEC has requested that no conditioning be performed, SWBT's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SWBT will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

8.3 Each xDSL-Capable Loop offering provided by SWBT to CLEC will be at least equal in quality and performance as that which SWBT provides to itself or to an affiliate.

9.0 Spectrum Management

9.1 CLEC will advise SWBT of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. The CLEC, at its option and without further disclosure to SWBT, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SWBT as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SWBT as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2 SWBT shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SWBT may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. SWBT may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SWBT will release loop binder groups, pair ranges or pair complements that may have already been marked, identified or designated as "ADSL and POTS only," and will remove any such mark, identification or designation that may already have been made in SWBT's electronic or paper-based OSS or records, including LFACS. SWBT will remove any restrictions, and will not impose future restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SWBT will not deny requests for loops based on spectrum management issues.

9.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SWBT and CLECs shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to

maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. SWBT will assign the local loop consistent with the agreed-to spectrum management standards.

9.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SWBT and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. In such case, SWBT will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SWBT, as well as competitively neutral as between different xDSL services. Where disputes arise, SWBT and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SWBT will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.

9.5 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if SWBT and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SWBT and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10.0 Collocation

10.1 The Parties acknowledge and agree that upon approval of this Agreement by the Missouri PSC, CLEC will purchase collocation under the rates, terms and conditions set forth in the Missouri Physical Collocation Appendix.

11.0 Rates for xDSL Capable Loops and Associated Charges, Billing and Payments of Rates and Charges

11.1 SWBT's rates for xDSL-capable loops are:

	Recurring	Nonrecurring	
		Initial	Additional
2-Wire xDSL Loop			
Zone 1	$ 12.71	$ 26.07	$ 11.09
Zone 2	$ 20.71	$ 26.07	$ 11.09
Zone 3	$ 33.29	$ 26.07	$ 11.09
Zone 4	$ 18.23	$ 26.07	$ 11.09
2-Wire Digital Loop (e.g., ISDN/IDSL)			
Zone 1	$ 25.79	$ 57.77	$ 30.22
Zone 2	$ 42.10	$ 57.77	$ 30.22
Zone 3	$ 58.44	$ 57.77	$ 30.22
Zone 4	$ 41.44	$ 57.77	$ 30.22
4-Wire xDSL Loop			
Zone 1	$ 19.79	$ 28.77	$ 11.09
Zone 2	$ 35.35	$ 28.77	$ 11.09
Zone 3	$ 61.16	$ 28.77	$ 11.09
Zone 4	$ 30.08	$ 28.77	$ 11.09

11.2 SWBT's rates for Loop Make-Up Information are:

Loop Make-Up Information (as defined in section 5.4) – Mechanized/query	$ 15.00[5]
Loop Make-Up Information (as defined in section 5.4) - Manual	$ 15.00[6]
Detailed Make-up Information – Manual	TBD

11.3 SWBT's rates for Cross Connects.

xDSL Cross Connect Charge – Standard – Non-Shielded:

	Recurring	Nonrecurring Initial	Additional
2-wire Analog (w/o test)	$ 0.31	$ 19.96	$ 12.69
4-wire Analog (w/o test)	$ 0.63	$ 25.38	$ 17.73
2-wire Digital (w/o test)	$ 0.31	$ 19.96	$ 12.69

xDSL Cross Connect Charge – Shielded:

2-wire xDSL	$ 0.80	$ 19.96	$ 12.69

Note: There is no requirement that a CLEC order shielded cross-connects. Shielded cross-connects are only available for 2-wire xDSL loops used to provision PSD #5.

SWBT's rates for cross-connects above are final and are not interim or subject to retroactive true-up.

[5] Pursuant to the Missouri Arbitration Order Case No. TO-2000-322, this price will change to $0.00 on August 1, 2000.
[6] Effective August 1, 2000, manual loop make-up information will be priced at the rate of $84.15.

11.4 SWBT's rate for Loop Conditioning.

SWBT will make "clean loops" available for all xDSL services and use by all xDSL providers. When a CLEC orders an xDSL loop, SWBT will make available for use on a nondiscriminatory basis loops that do not need conditioning. If no "clean loops" are available for use, then the conditioning charges stated below apply. SWBT's retail and/or advanced services affiliate shall not be given preferential access to clean loops, nor shall such clean loops be reserved exclusively for ADSL services.

The conditioning charges, listed below, are interim and are applicable to every xDSL loop greater than 12,000 feet in length but less than 17,500 feet in length, in which the CLEC requests the removal of bridged tap, load coils, and/or repeaters. The interim charges will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent conditioning charges in Case No. TO-2000-322, TO-2001-439 or another appropriate case established by the Commission. Upon the effective date of the Missouri Public Service Commission's order establishing permanent conditioning rates, those permanent rates will replace the interim rates set forth below. The interim rates set forth below are subject to true up to the permanent rates established in Case No. TO-2000-322, TO-2001-439 or another appropriate case established by the Commission. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent conditioning rates, but shall not include any period prior to the effective date of this agreement with CLEC.

	Nonrecurring	
	Initial	Additional (Same time & same location)
Removal of Repeater	$ 0.00	$ 0.00
Removal of Bridged Tap and Repeater	$ 0.00	$ 0.00
Removal of Bridged Tap	$ 0.00	$ 0.00
Removal of Bridged Tap & Load Coil	$ 0.00	$ 0.00
Removal of Load Coil	$ 0.00	$ 0.00

The conditioning charges, listed below, are interim and are applicable to every xDSL loop, at or in excess of 17,500 feet in length, in addition to the applicable rates for loops less than 17,500 feet but longer than 12,000 feet in length that requires the specific conditioning listed. The interim charges will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent conditioning charges in Case No. TO-2000-322, TO-

2001-439 or another appropriate case established by the Commission. Upon the effective date of the Missouri Public Service Commission's order establishing permanent conditioning rates, those permanent rates will replace the interim rates set forth below. The interim rates set forth below are subject to true up to the permanent rates established in Case No. TO-2000-322, TO-2001-439 or another appropriate case established by the Commission. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent conditioning rates, but shall not include any period prior to the effective date of this Agreement with CLEC.

	Nonrecurring	
	Initial	Additional [7]
Removal of Repeater	$ 0.00	$ 0.00
Removal of Bridged Tap	$ 0.00	$ 0.00
Removal of Load Coil	$ 0.00	$ 0.00

11.5 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those unbundled elements and other service offerings ordered, established, utilized, discontinued or performed pursuant to this Attachment.

11.6 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Attachment within thirty (30) days of receipt of an invoice. Except as otherwise specifically provided in this Agreement, interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.

[7] must be at same location and performed at the same time

INTERIM APPENDIX HFPL
High Frequency Portion of the Loop

1.0 INTRODUCTION

The rates, terms and conditions in this optional appendix are interim and will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions in Case No. TO-2001-440 or another appropriate case established by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Sharing. Upon the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions, those permanent rates, terms and conditions will replace the interim rates, terms and conditions contained in this optional appendix.

1.1 This Interim Appendix sets forth terms and conditions for providing the High Frequency Portion of the Loop (HFPL) by the applicable Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). In order to take advantage of this interim offer, the CLEC must currently have an effective Interconnection Agreement or Interim Interconnection Agreement in that state with appropriate rates, terms, and conditions for ordering the xDSL loops.

1.2 The interim prices at which ILEC agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated. The rates for loop conditioning will be governed by existing interconnection agreements.

1.3 ILEC agrees to provide CLEC with access to UNEs (including HFPL offerings) in accordance with the rates, terms and conditions set forth in this Interim Appendix HFPL and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

1.4 The Parties acknowledge and agree that they are entering into the terms of this Interim Appendix in order to allow CLECs to promptly begin offering services using HFPL in Missouri.

1.5 The Parties further acknowledge and agree that the term of the underlying Agreement shall not apply to this Interim Appendix HFPL. Rather, the rates, terms, and conditions set forth in this Interim Appendix shall be effective upon signing. The rates, terms, and conditions are subject to, and shall be replaced by, the terms of the final Interconnection Appendix(s) negotiated and/or arbitrated by

the Parties in each state under Sections 251/252 of the Act upon approval by each state commission of the final, negotiated Interconnection Appendix(s) between the Parties or upon issuance of a final order in any arbitration proceeding (subject to any appeals and associated judicial review. In the event that this Interim Appendix HFPL is in place at the time of issuance of the final Order in the arbitration proceeding, the Parties shall meet within thirty (30) days following issuance of a final Order(s) by the state commission(s) in such arbitration proceeding(s) and expend diligent efforts to arrive at an agreement on terms and conditions which comply with the final Order(s). The rates, terms and conditions of this Interim Appendix are not available in any state where the regulatory commission already has established the rates, terms and conditions for the provision of the HFPL to any CLEC through arbitration or other proceeding.

1.6 The results of the arbitration shall be effective the date the state commission(s) order(s) becomes final, unless the order(s) is stayed pending appeal.

1.7 The Parties acknowledge and agree that relevant Commission-approved performance measures and/or penalties shall apply under the terms of this Interim Appendix. Nothing in this Interim Appendix shall constitute a waiver by either Party of any positions it may have taken or will take in the Section 251/252 negotiations and subsequent arbitration proceeding(s), if any, or any other regulatory or judicial proceeding.

2.0 DEFINITIONS

2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from ILEC's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in ILEC's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. ILEC shall only make the HFPL available to CLEC in those instances where ILEC also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.

2.7 A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

2.8 "Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3.0 GENERAL TERMS AND CONDITIONS RELATING TO THE HIGH FREQUENCY PORTION OF THE LOOP

3.1 ILEC will provide a HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined by state or federal regulatory agencies, including but not limited to FCC rules. For the purposes of this interim agreement, ADSL, RADSL, and G.Lite, are presumed acceptable. ILEC will not impose limitations on the transmission speeds of xDSL services; provided, however, ILEC does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL that do not interfere with analog voice band transmission.

3.2 ILEC shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless ILEC has demonstrated to the state commission in accordance with FCC orders that CLEC's deployment of the specific technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.3 In the event the CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, the CLEC will provide documentation describing that action to ILEC and the state commission before or at the time of its request to deploy such technology within ILEC.

3.4 In the event the CLEC wishes to introduce a technology on the HFPL that is not presumed acceptable for deployment pursuant to federal or state rules, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptablity and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.5 Liability

3.5.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or ILEC, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on ILEC facilities, the Party ("Indemnifying Party") will pay all direct costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.5.2 Where CLEC or ILEC claims that a deployed service is significantly degrading the performance of its advanced service or traditional voiceband services, that carrier must notify the deploying carrier and allow the deploying carrier a reasonable opportunity to correct the problem. Where the carrier whose services are being degraded does not know the precise cause of the degradation, it must notify each carrier that may have caused or contributed to the degradation.

(a) Where the degradation asserted remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the relevant state commission that a particular technology deployment is causing the significant degradation.

(b) Any claims of network harm presented to the deploying carrier(s) or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information.

(c) Where a carrier demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services before the relevant state commission, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

(d) Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under this Appendix, the degraded service shall not prevail against the newly-deployed technology.

3.6 Indemnification: Indemnification for this Appendix shall be governed by the indemnification provisions in this Interconnection Agreement.

4.0 UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 The CLEC has the option of collocating a DSLAM in ILEC's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at ILEC RTs, ILEC will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

4.2 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and ILEC has placed a DSLAM in the RT, ILEC must unbundle and provide access to its packet switching. ILEC is relieved of this unbundling

obligation if it permits a requesting carrier to collocate its DSLAM in ILEC's remote terminal, on the same terms and conditions that apply to its own DSLAM and there is room in the RT for CLEC to collocate its DSLAM. The rates set forth in the Interconnection Agreement shall apply to this subloop.

4.2.1 When ILEC is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in CLEC's underlying Interconnection Agreement. The CLEC will provide ILEC with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide ILEC with a technical description of the technology (including power mask) for inventory purposes. ILEC shall use PSD mask information solely for inventory purposes.

4.2.2 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

4.3 When ILEC traditional retail POTS services are disconnected ILEC will notify the CLEC that the POTS is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. ILEC will not take any action until 3 business days after providing the notice to CLEC. All appropriate recurring and nonrecurring charges for the reconfiguration/disconnect shall apply. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

4.4 ILEC shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.5 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where ILEC is not the retail POTS provider.

4.6 ILEC shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. ILEC shall be under no obligation to provide HFPL where ILEC is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request. CLEC shall pay ILEC for any conditioning performed at its request, pursuant to Section 7.1.

4.7 For each HFPL, CLEC shall at the time of ordering, notify ILEC as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify ILEC. Likewise, ILEC will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops ILEC will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide ILEC with a technical description of the technology (including power mask) for inventory purposes.

4.8 In the event that ILEC determines there are excessive disturbers, ILEC will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.

4.9 ILEC will not deny a requesting CLEC's right to deploy new xDSL 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 the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.10 ILEC shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, ILEC may publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5.0 HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with ILEC's standard collocation practices and

procedure. When virtually collocated, ILEC will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, ILEC agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein, at a minimum for the length of time this interim appendix is effective. ILEC will determine where such ILEC-owned splitters will be located in each central office. ILEC owned splitters will be placed in a common area accessible to CLECs if space is available, or may be placed in proximity to the MDF. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Any service-intrusive test performed by either party shall be coordinated with both the customer as well as the other party. Upon CLEC's request, ILEC will perform testing and repair at the ILEC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by ILEC, CLEC shall pay ILEC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 ILEC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide ILEC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, ILEC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the ILEC central office. For requests for ILEC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLEC's collocation application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecast Penalties: No forecast penalties will be levied pursuant to this interim agreement. ILEC will manage the capacity of the splitter and all facilities related to provision of HFSL in a reasonable and nondiscriminatory manner.

5.1.2.2 Splitter provisioning will use standard ILEC configuration cabling and wiring in ILEC locations. Connecting Block layouts will reflect standard recognizable arrangements and be wired out in contiguous 100 pair complements, and

numbered 1-96. All arrangements must be consistent with ILEC's Operational Support Systems ("OSS"). ILEC will consider use of other CLEC-recommended splitters as new splitter technologies are introduced.

5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.1.2.4 All ILEC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

5.1.2.5 From time to time, ILEC may need to replace or repair ILEC-owned splitters or splitter cards, which necessitate a brief interruption of service. In the event that service interruption is anticipated by ILEC, ILEC shall notify CLEC.

5.1.2.6 ILEC retains the sole right to select ILEC-owned splitter equipment and installation vendors.

5.2 When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, ILEC will install the splitter in a ILEC bay and ILEC will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard ILEC configuration cabling and wiring in ILEC locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with ILEC Operations Support Systems ("OSS").

5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6.0 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING[1]

6.1 General: ILEC will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in ILEC's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that ILEC is providing any other CLEC and/or ILEC's retail operations or its advanced services affiliate.

6.2 Loop Pre-Qualification: Subject to 6.1 above, ILEC's interim pre-qual will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, ILEC will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, ILEC will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as ILEC's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in ILEC's Plan of Record when such information is contained in ILECs electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth in Appendix 25:xDSL.

6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of

[1] These terms and conditions are unique to SWBT. Parties to Interconnection Agreements with GTE shall use the applicable Interconnection Agreement language or other mutually agreed upon language for OSS systems.

repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix 25:xDSL.

6.3.3 Detailed manual loop qualification includes all fields as described in ILEC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix 25:xDSL.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.

6.4.2 If a CLEC elects to have ILEC provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to ILEC's affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that ILEC perform conditioning at charges set forth in Appendix 25: xDSL. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For HFPL, if CLEC's requested conditioning violates Carrier Serving Area (CSA) or Serving Area Concept (SAC) design standards, ILEC is not required to condition the loop. If ILEC and or its affiliate contends that conditioning or deconditioning a loop will interfere with the voice grade service on the loop, then ILEC: (a) if CLEC disputes ILEC's contention, then, ILEC has the burden of establishing its position before the Missouri Public Service Commission, (b) may not provide xDSL services across the loop in question; and (c) at the request of the CLEC will, whenever possible, transfer the end-user's voice service to a loop that is capable of supporting the CLEC's xDSL technology across the high frequency network element.

7.0 PROVISIONING

7.1 Provisioning: ILEC will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will assure guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by ILEC beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates or as stated in the Interconnection Agreement. On loops where CLECs have requested that no conditioning be performed, ILEC's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, ILEC will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, ILEC will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.

7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning ILEC is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Interconnection Agreement. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

7.3 The provisioning intervals are applicable to the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

7.3.1 The interim provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-20 loops per order or per end-user location, will be three (3) business days, or the provisioning and installation interval applicable to ILEC's tariffed xDSL-based services, or its affiliate's, whichever is less.

7.3.2 The interim provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to ILEC's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For

HFPL orders, intervals are contingent upon the CLEC customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

7.3.5 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Interconnection Agreement and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

7.4 The CLEC, at is sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the Appendix Pricing.

7.5 None of the provisioning intervals in which ILEC provide tie cables necessary for the collocation of splitters may exceed 30 calendar days of receipt of a CLEC's application.

8.0 MAINTENANCE /SERVICE ASSURANCE

8.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

8.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the

narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, ILEC shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, ILEC shall notify the end user and CLEC for advance permission any time ILEC repair effort has the potential of affecting service on the broadband portion of the loop.

8.3 ILEC will offer a 24-hour clearing time on trouble reports referred by the CLEC and proven to be in the wiring or physically tested and found to be in the loop. If ILEC isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, ILEC will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTs service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or ILEC (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to ILEC cutting around the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact ILEC to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, ILEC will charge the CLEC upon closing the trouble ticket.

8.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, ILEC's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, ILEC will verify continuing, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

8.5 Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer

providing permission for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests.

8.6 The CLEC shall not rearrange of modify the retail-POTS within its equipment in any way beyond the original HFPL service without coordination with ILEC.

9.0 SPECTRUM MANAGEMENT

9.1 Spectrum management for HFPL shall be provided under the same terms and conditions as set forth in the underlying xDSL Agreement.

10.0 PRICING

10.1 ILEC and CLEC agree to the following interim prices for access to the Line-Sharing UNE. Any element necessary for interconnection that is not identified below is priced as currently set forth in the Interconnection Agreement between the parties, pursuant to the interim award. The interim prices listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates in Case No. TO-2001-440 or another appropriate case established by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Sharing. The interim prices set forth below are subject to true up to the permanent Line Sharing rates established by the Missouri Public Service Commission in Case No. TO-2001-440 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Line Sharing rates, but shall not include any period prior to the effective date of this agreement with CLEC.

Element	Interim Price
Shared Line (HFPL) Recurring	$0
ILEC Splitter, Recurring	$0.89
OSS Recovery Charge	$0.61

11.0 RESERVATION OF RIGHTS

11.1 CLEC and ILEC enter into this interim Appendix to allow CLEC to order HFPL during the initial deployment phase. CLEC and ILEC enter into this interim Appendix without waiving current or future relevant legal rights and without prejudicing any position CLEC or ILEC may take on relevant issues before industry forums, state or federal regulatory or legislative bodies or courts of competent jurisdiction.

11.2 The Parties acknowledge and agree that the provision of the HFPL 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). If 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 stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (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, 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, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. 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 the underlying Interconnection Agreement.

ATTACHMENT 26: LEGITIMATELY RELATED PROVISIONS

The parties expressly agree not to challenge that the following sections of the Missouri 271 Agreement are "legitimately related" for the purpose of Section 252(i) of the Federal Telecommunication Act of 1996. The Agreement is expressly limited to the item(s) or section(s) into which CLEC MFNs under Section 252(i). For example, if CLEC wants to MFN into only the Performance Measures section, SWBT and CLEC would be agreeing not to challenge that the Performance Measures Attachment 17, including the performance remedy plan, is "legitimately related" to the General Terms and Conditions specified below and to this Attachment 26. There would be no agreement as to any of the other named sections.

The following Sections from the General Terms and Conditions (GT&C) are "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement: GT&C §§ 2.1, 4.1, 4.1.1, 4.1.2, 4.2, 4.2.1, 18.1, 18.2, 18.3, 31.1, and 43.1. Section 7.1.1 of the General Terms and Conditions also is legitimately related to Attachment 25. This Attachment 26 is "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement. The prices as set forth in Appendix Pricing UNE Schedule of Prices are "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement to which they apply.

ITEM REQUESTED	"LEGITIMATELY RELATED PROVISIONS"	
UNEs	Attachments 6-10 & Appendices	GT&C specified above & Attachment 26
Resale	Attachments 1-5 & Appendices	GT&C specified above, and applicable prices & Attachment 26
Interconnection	Attachment 11 & Appendices	GT&C specified above, and applicable prices & Attachment 26
Reciprocal Compensation	Attachment 12 & Appendix	GT&C specified above, and applicable prices & Attachment 26
Performance Measures	Attachment 17, including Performance Remedy Plan and Appendices	GT&C specified above & Attachment 26
DSL	Attachment 25	GT&C specified above, and applicable prices & Attachment 26
Ancillary Functions	Attachment 13 and Appendices	GT&C specified above, and applicable prices & Attachment 26
Number Portability	Attachment 14 and Appendix	GT&C specified above, and applicable prices & Attachment 26
E 911	Attachment 15	GT&C specified above, and applicable prices & Attachment 26
Network Security & Law Enforcement	Attachment 16	GT&C specified above, and applicable prices & Attachment 26
Mutual Exchange of Directory Listing Information	Attachment 18	GT&C specified above, and applicable prices & Attachment 26
White Pages – Other	Attachment 19	GT&C specified above, and applicable prices & Attachment 26
Clearinghouse	Attachment 20	GT&C specified above, and applicable prices & Attachment 26
Numbering	Attachment 21	GT&C specified above, and applicable prices & Attachment 26
DA – Facilities Based	Attachment 22	GT&C specified above, and applicable prices & Attachment 26
OS – Facilities Based	Attachment 23	GT&C specified above, and applicable prices & Attachment 26
Recording – Facilities Based	Attachment 24 and Appendices	GT&C specified above, and applicable prices & Attachment 26

AMENDMENT TO INTERCONNECTION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE, L.P., d/b/a SOUTHWESTERN BELL TELEPHONE COMPANY
AND

XSPEDIUS MANAGEMENT CO. SWITCHED SERVICES, L.L.C.
XSPEDIUS MANAGEMENT CO. OF KANSAS CITY, L.L.C.

WHEREAS, SOUTHWESTERN BELL TELEPHONE, L.P., d/b/a SOUTHWESTERN BELL TELEPHONE COMPANY ("SWBT") and XSPEDIUS MANAGEMENT CO. SWITCHED SERVICES, L.L.C./XSPEDIUS MANAGEMENT CO. OF KANSAS CITY, L.L.C. ("CLEC") entered into an Interconnection Agreement – Missouri pursuant to an Order of the Public Service Commission of the State of Missouri ("Missouri Commission") dated 08-15-01 in Case No. TO-2001-455 ("the Agreement"); and

WHEREAS, Paragraph 18.1 of the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties agreed to amend certain terms and conditions of that the Agreement as set forth in this amendment;

NOW, THEREFORE, the Parties agree as follows:

1. The attached Attachment 27- Access to Operations Support Systems and Related functions ("OSS Attachment") shall be added to the Agreement and shall supersede Attachments 2, 3, 7 and 8 of the Agreement.

2. The attached Attachment 28 – Comprehensive Billing Attachment ("Billing Attachment") shall be added to the Agreement and shall supersede Attachments 4, 5, 9 and 10 of the Agreement; provided, however that any differing provisions in the Agreement related to collocation or to access to and use of space on or in poles, conduits or rights-of-way shall govern over this Attachment for the charges, functions and/or services subject thereto.

3. The attached Attachment 13-STATE STRUCTURE ACCESS AGREEMENT TO POLES, CONDUITS, AND RIGHTS-OF-WAY shall be added to the Agreement and shall supersede Appendix (to Attachment 13) Poles, Conduits and Rights-of-Way, and its Exhibits.

4. In addition, pursuant to Accessible Letter CLEC 01-065, dated March 21, 2001 and whereas, the Federal Communications Commission's ("FCC") First Report and Order, *Provision of Directory Listing Information under the Telecommunications Act of 1934, As Amended*, CC Docket No. 99-273, FCC 01-27 (rel. Jan. 23, 2001) ("FCC DA Order"), became effective on February 21, 2001; and,

Whereas, SWBT intends to comply with the above Order, subject to any subsequent Order or Decision by the FCC or a court resulting from clarification, reconsideration, or appeal of the FCC DA Order;

Attachment 18: Mutual Exchange of Directory Listing Information shall be amended by adding a new Section 9 as follows:

9.0 <u>Use of DAL by CLEC, its Agents or Independent Contractor of CLEC</u>

(a) Subject to any subsequent decision by the FCC or a court, SWBT will not enforce any restrictions on the use of SWBT's directory assistance listing information by a CLEC, or by a directory assistance provider acting as an agent or independent contractor for a CLEC under this Agreement.

(b) Section (a) above supersedes and overrides any contrary language in Attachment 18 restricting or limiting the use of SWBT's directory assistance listing information, including any language that limits the use of SWBT's directory assistance listing information to providing voice directory assistance to CLEC customers, or language that limits the ability of CLECs to assign, transfer, or sell subscriber listing information.

(c) If the FCC DA Order is invalidated, revised, clarified, modified, or stayed by any action or decision of a competent regulatory, legislative, or judicial body, SWBT reserves its right to another amendment consistent with the action or decision of the relevant regulatory, legislative, or judicial body. In such event, the parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications. If negotiations fail to produce a mutually agreeable amendment, disputes between the parties concerning the interpretation of such regulatory, legislative, or judicial action or decision shall be resolved pursuant to the dispute resolution process provided for in the Agreement.

(d) SWBT expressly reserves its rights to seek, and this Amendment does not preclude SWBT or any of its affiliated companies from seeking, review, clarification, reconsideration, or appeal of the FCC DA Order.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

6. **EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED,** and all such terms and conditions are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

7. The Parties further agree that arguments in favor or against portability under the SBC/Ameritech Merger Conditions shall be neither benefited nor harmed by the terms and conditions resulting from this Amendment.

This Amendment to Interconnection Agreement was exchanged in triplicate on this _____ day of August, 2001, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

AGREED AND ACCEPTED this _____ day of August, 2001:

Xspedius Management Co. Switched Services, L.L.C. **Xspedius Management Co. of Kansas City, L.L.C.**	**Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company** **By: SBC Telecommunications Inc.** **Its Authorized Agent**
_____ Sign and Print Name: Date	_____ Sign and Print Name: Date
_____ Position/Title	_____ Position/Title

ATTACHMENT 27: OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS AND RELATED FUNCTIONS)

1.0 Introduction

1.1 This Attachment sets forth terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-8STATE - As used herein, SBC-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

SBC-7STATE - As used herein, SBC-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

PACIFIC - As used herein, PACIFIC means the applicable above listed ILEC doing business in California.

NEVADA - As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.

SNET - As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

2.0 Definitions

2.1 "LSC" means (i) the Local Service Center (LSC) for SWBT, PACIFIC, and NEVADA; (ii) Local Exchange Carrier Center (LECC) for SNET; and (iii) Information Industry Service Center (IISC) for SBC-AMERITECH.

2.2 "LOC" means (i) the Local Operations Center (LOC) for SWBT, PACIFIC, NEVADA, and SNET; and (ii) the Customer Response Unit (CRU) for SBC-AMERITECH.

3.0 General Conditions

3.1 For Resale services, UNEs, LNP and interconnection trunk orders not supported via an electronic interface for the preorder, ordering and provisioning processes, SBC-13STATE and CLEC will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will offer electronic access to CLEC within the specific region that the OSS is made available. In addition to the electronic Interfaces, SBC-13STATE shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via SBC-13STATE 's LSC, LECC or IISC, and for repair and maintenance functions through SBC-13STATE 's LOC or CRU. CLEC shall use these electronic interfaces for OSS unless the electronic interfaces are temporarily unavailable or where a given order cannot be processed electronically or where CLEC provides a forecast for manual orders, provided, however, that the Parties agree to work together to develop a plan to migrate orders that CLEC has elected to submit via manual processes to electronic processes within 12 months. Should CLEC use manual processes, CLEC shall pay any State Commission-approved additional charges associated with these manual processes.

3.2 When SBC-13STATE introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.10 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless SBC-13STATE believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, SBC-13STATE shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

3.2.1 If the Parties have reached agreement on any necessary amendment, and have filed the amendment for Commission approval, but the amendment is not yet effective, then the Parties may agree to implement the amendment rates, terms, and conditions upon making available the OSS to CLEC. If, for any reason, the Parties are unable to reach

agreement on the amendment rates, terms, or conditions, in time for the amendment to become effective (under state Commission rules) on or before the date that the new interface is scheduled to be available for use by CLECs, then, at CLEC's option, CLEC may agree to SBC-13STATE 's proposed amendment rates, terms, and conditions on an interim basis with a retroactive true-up to the effective date of such interim amendment based upon the final amendment that subsequently becomes effective between the Parties.

3.2.2 SBC-13STATE shall use its good faith reasonable efforts to propose the essential terms and conditions as soon as such terms and conditions are defined, with a target of three (3) months prior to the scheduled release date for the new interface.

3.3 When SBC-13STATE retires Interfaces in accordance with the Change Management Process referenced in Section 3.10 below, those Interfaces will be deemed automatically deleted from this Attachment.

3.4 Proper Use of OSS interfaces:

3.4.1 For SBC-13STATE, CLEC agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, UNEs, local number portability and interconnection trunk orders from SBC-13STATE pursuant to this Agreement and applicable tariffs. Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Attachment, with the exception of disputes related to the improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines.

*3.4.2 In addition, in order to determine whether CLEC is in compliance with its obligation to properly utilize SBC-13STATE OSS pursuant to this Agreement and applicable tariffs, SBC-13STATE retains the right to audit all activities by CLEC relative to its use of any SBC-13STATE OSS and CPNI for cause. SBC 13-STATE shall give ten (10) days advance written notice of its intent to audit CLEC under this Section 3.4, CLEC shall provide SWBT with access to the requested information at an appropriate CLEC location unless otherwise agreed by the parties, in whatever format CLEC customarily maintains such information within a reasonable time following the notice, but no more than twenty-eight (28) days after the date of the notice (unless otherwise agreed by the Parties). The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and subject to confidentiality under Section 6 of the General Terms and Conditions.

3.4.3 Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Attachment, including disputes related to the improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines. Except as otherwise set forth in this Attachment, CLEC's liability for improper or unauthorized use of or access to SBC 13-STATE's OSS shall be governed by Section 7.7 of the General Terms and Conditions of the Agreement.

3.5 This Section intentionally left blank.

3.6 OSS Access to CPNI

*3.6.1 Within SBC-7STATE regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where CLEC has obtained an authorization for release of CPNI from the end user in accordance with applicable law and has obtained an authorization to become the end user's local service provider. Within SNET, and SBC-AMERITECH regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of the applicable ILEC's or requesting CLEC's end user account where CLEC has obtained an authorization for release of CPNI from the end user and has obtained an authorization to become a local service provider of the end user.

3.6.2 This Section applies to PACIFIC ONLY. For residence end users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become local service provider of the end user. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a residence end user or governmental entity against PACIFIC or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this Section.

3.6.3 Throughout SBC-13STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

3.7 SBC-13STATE will provide CLEC with access to the Interfaces during the hours of operation posted in the CLEC Handbook on the CLEC Online Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

3.8 SBC-13STATE shall provide support for the Interfaces described in this Attachment. CLEC will provide a single point of contact for issues related to the Interfaces. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. SBC-13STATE shall list the business days and hours for each call center in SBC-13 STATE's CLEC Handbook (CLEC Online website) and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: 7 days per week, 24 hours per day

LSC, LECC, & IISC: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

LOC & CRU – Maintenance: 7 days per week, 24 hours per day
LOC & CRU – Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)
The Parties shall ensure adequate coverage in its service centers during these minimum hours.

3.9 SBC-13STATE and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

3.10 The Parties will follow the final adopted guidelines of Change Management as may be modified from time to time in accordance with the Change Management principles. Those guidelines (or any successor), as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.

3.11 [This Section Intentionally Left Blank]

3.12 CLEC is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions as specified in Sections 10 and 11 of this Attachment.

3.13 For SWBT-Texas only, the performance measurements and remedy plan applicable to the Interfaces and related functions are set forth, in Attachment 17: Performance Remedy Plan-TX of the T2A. For all other SBC states, performance measures and remedy plans shall be as agreed between the parties in the relevant state-specific interconnection agreements, if any.

3.14 SBC-13 STATE will recognize CLEC as the customer of record for CLEC's local exchange line subscribers for all services ordered by CLEC under this agreement and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, CLEC shall be the single point of contact for all CLEC end users as to the services for which CLEC is the authorized local service provider. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.

*3.15 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing the end user's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. If an end user initiates a challenge to a change in its

local exchange service provider, or if otherwise required by law or a regulatory authority, the Parties shall cooperate in providing each other information about the end user's authorization for the change.

3.16 For ease of administration, this multistate Attachment contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Attachment contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Attachment is submitted for approval under Section 252(e) of the Act. State specific terms have been negotiated by the Parties only as to the states where this Attachment has been executed, filed and approved. When the parties negotiate an OSS Attachment for an additional state, neither Party shall be precluded by any language in this Attachment from negotiating state-specific terms for the state in which they are to apply.

4.0 Pre-Ordering

4.1 SBC-13STATE will provide real time electronic access to pre-order functions to support CLEC's orders. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. SBC-13STATE will make the following pre-order functions available to CLEC:

4.2 Pre-ordering functions for Resale Services include:

4.2.1 For SBC-7STATE, features and services available at a valid service address (as applicable) or, for SNET, features will be available based on NPA-NXX;

4.2.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for SBC-12STATE only, pending service order activity. CLEC agrees to comply with the conditions as described in Section 3.6.1 above.

4.2.3 Telephone number assignment

4.2.4 Service availability dates to the end user (where available);

4.2.5 Information regarding whether dispatch is required;

4.2.6 For SBC-12STATE, Primary Interexchange Carrier options for intraLATA toll (LPIC) and interLATA toll (PIC) and

4.2.7 Service address verification.

4.3 Pre-ordering functions for UNEs and local number portability may include:

4.3.1 Features available at an End Office for a valid service address (as applicable);

4.3.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for SBC-12STATE only, pending service order activity. CLEC agrees to comply with the conditions as described in Section 3.6.1 of this Attachment.

4.3.3 Telephone number assignment;

4.3.4 For SBC-12STATE, Primary Interexchange Carrier options for intraLATA toll (LPIC) and interLATA toll (PIC);

4.3.5 Service address verification; and

4.3.6 For SBC-12STATE, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

4.3.7 Pre-order information specific to DSL capable UNE loops as described in Attachment 25 of this Agreement.

4.4 Electronic Access to Pre-Order Functions:

4.4.1 SBC-SWBT Resale Services Pre-order System Availability: SBC-SWBT will provide CLEC access to one or more of the following systems:

4.4.1.1 Residential Easy Access Sales Environment (R-EASE): R-EASE is an ordering entry system through which SBC-SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT residential Resale services.

4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC-SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT business Resale services.

4.4.1.3 Service Order Retrieval and Distribution (SORD) is available to order SBC-SWBT Resale service.

4.4.2 PACIFIC and NEVADA Resale Services Pre-Order System Availability: PACIFIC will provide CLEC access to the following system:

4.4.2.1 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order PACIFIC Resale service.

4.4.2.2 StarWriter is available for the pre-ordering functions listed in Section 4.2 when StarWriter is used to order PACIFIC single line, basic exchange, residential Resale services.

4.4.3 SNET Resale Service Pre-Order System Availability:
SNET will provide CLEC access to the following applications through its proprietary W-CIWin interface.

4.4.3.1 W-SNAP is an order entry application through which SNET provides CLEC access to pre-ordering functionality embedded in the ordering tool.

4.4.3.2 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.

4.4.3.3 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.

4.4.4 SNET Resale Services, UNE, and LNP-Pre-Order System Availability:
SNET will provide CLEC access to its MSAP:

4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

4.4.5 SBC-AMERITECH Resale Services, UNE and LNP Pre-Order System Availability:

SBC-AMERITECH will provide CLEC access to the following system:

4.4.5.1 TCNet and EDI provide access to the pre-ordering functions listed in Section 4.2

4.4.6 SBC-7STATE Resale Services, UNE and LNP Pre-Order System Availability:

SBC-7STATE will provide CLEC access to the following systems (except as noted in Section 4.4.6.3):

4.4.6.1 DataGate is a transaction-based data query system through which SBC-7STATE provides CLEC access to pre-ordering functions. This gateway is a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway.

4.4.6.2 An industry standard EDI/CORBA Pre-ordering Gateway is also provided by SBC-7STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is an application-to-application interface that can be integrated with CLEC's own systems.

4.4.6.3 Verigate is a CLEC interface developed by SBC-7STATE that provides access to the pre-ordering functions. Verigate is accessible via Toolbar.

4.4.6.4 CESAR is a PACIFIC and NEVADA system which is available on an interim basis that provides pre-order functions, with the exception of viewing CPNI. The pre-order functionality of CESAR will be replaced by Verigate.

4.5 Other Pre-order Function Availability:

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, LECC or IISC dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, but not more frequently than once a month, SBC-12STATE will provide CLEC certain pre-order information in batch transmission for the purposes of back-up data for periods of system unavailability. Specifically for SBC-SWBT and SBC-AMERITECH, the following database information may be electronically provided: Street Address Guide (SAG) Guide, Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. Specifically for PACIFIC, the following database information may be electronically provided: Street Address Guide (SAG) Guide (with planned availability no later than June 1st, 2000), and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The Parties recognize such information must be used to construct order requests only in exception handling situations.

5.0 Ordering/Provisioning

5.1 SBC-13STATE provides access to ordering functions via one or more electronic interfaces pursuant to Section 3.1. CLEC will format the service request to identify what features, services, or elements it wishes SBC-13STATE to provision in accordance with applicable SBC-13STATE ordering requirements, (where currently available) and/or other ordering requirements which have been mutually agreed, and will be implemented pursuant to Section 3.10 (Change Management) of this Attachment.

5.2 SBC-13STATE will provide CLEC access to one or more of the following systems or interfaces:

Resale Service Order Request and Provisioning System Availability:

5.3 In SBC-SWBT:

5.3.1 R-EASE is available for the ordering of residential Resale services.

5.3.2 B-EASE is available for the ordering of business Resale services.

5.3.3 A file transmission may be provided to confirm order completions for R-EASE or B-

EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.

5.3.4 SORD interface provides CLEC with the ability to create simple and complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

5.3.5 As detailed in Sections 5.3.4, 5.5.3, 5.9.1, 5.9.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

Errors occurring between order generation and distribution must be corrected within five (5) hours for a simple order and within twenty four (24) hours for a complex order;

Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

Service orders will be excluded from calculation of the results for all related performance measurements, described in Attachment 17: Performance Remedy Plan-OK, as applicable if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.

Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC-SWBT issued FOC.

5.4 In NEVADA only:

5.4.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.4.2 When available, SORD system will support the ordering of all Resale Services.

5.5 In PACIFIC only:

5.5.1 StarWriter supports the ordering of single line, basic exchange, and residential Resale services.

5.5.2 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.5.3 SORD system supports the ordering of all Resale Services in SBC-7STATES. If CLEC chooses to use SORD to issue orders in PACIFIC, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

5.6 This Section intentionally left blank.

5.7 In SNET, Resale ordering is supported by W-CIWin (SNET's proprietary GUI interface).

5.7.1 W-SNAP is made available for the ordering of non-complex Resale products and services.

5.7.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

5.7.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

Resale and UNE Service and LNP Order Request and Provisioning System Availability:

5.8 SBC-13STATE makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of SBC-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.9 For SBC-SWBT and PACIFIC regions, SORD interface provides CLECs with the ability to create simple and certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.

5.9.1 For SBC-SWBT, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5

5.9.2 In SBC-PACIFIC region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. CLEC shall respond timely to the LSC with correct information regarding orders submitted to SORD in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

5.10 [This Section intentionally left blank.]

*5.11 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC will utilize SBC's ordering requirements which are based on industry ASR guidelines developed by OBF. SBC-SWBT and SNET support the ordering of Unbundled Dedicated Transport and local interconnection trunks for purposes of this Agreement via an ASR. For purposes of this Agreement, SBC-AMERITECH supports the ordering of Unbundled Dedicated Transport, local interconnection trunks, and currently supports ordering of UNE loops via an ASR. For purposes of this Agreement, in PACIFIC and NEVADA, CESAR currently supports the ordering of Unbundled Dedicated Transport, local interconnection trunks and ordering of UNE loops via an ASR. These ASRs are transmitted to SBC-13STATE via NDM Direct Connect. In the event that the negotiated or arbitrated result of Condition 8 of the SBC/Ameritech Merger Conditions is a uniform ASR based interface for T1, T3 or enhanced extended loops (EELs), then SBC-13 STATES will agree to amend this Section of this Attachment to include T1 and T3 loops and enhanced extended loops for all operating regions. Nothing in this Section restricts SBC-13STATE's right to implement other ordering and provisioning (to include, without limitation, disconnection) procedures to apply to services outside the scope of this Agreement, such as access services.

5.12 For SBC-SWBT and PACIFIC, LEX is an end user interface that provides access to the ordering functions for Resale Services, UNEs, and Local Number Portability.

5.13 In SNET, MSAP (SNET's EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs and Local Number Portability.

5.14 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2.

5.15 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when CLEC orders all the SWBT Network Elements required to convert a SWBT end-user customer or an CLEC resale customer to CLEC unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant SWBT local switch, including CLEC's payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SWBT local switch. SWBT will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SWBT end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

6.0 Additional Terms For Provisioning

6.1 Provisioning for Resale Services and UNEs in SBC-13STATE:

6.1.1 SBC-13STATE shall provide all provisioning services to CLEC during the same business hours SBC-13STATE provisions similar services for its end user customers but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m. SBC-13 STATE will provision non-coordinated standalone number portability-only cutovers on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (RSMS) is unavailable due to update or

maintenance activity. Provisioning of non-coordinated standalone number portability cutovers on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (LSMS) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cutovers will be determined via the Bona Fide Request process and CLEC agrees to reimburse SBC-13 STATE for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC requests that SBC-13 STATE perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, SBC-13 STATE shall provide such services at the rates, if any, as provided in the Bona Fide Request process.

6.1.2 When an end user changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number. These arrangements will be provided for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end users. Custom messages, extensions in duration, or other special requests are subject to each Party's applicable tariffs.

6.1.3 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and LEX) or the ASR-based ordering system as described in Section 5.11 above, SBC-13 STATE will provide CLEC with an electronic confirmation notice. The confirmation notice will follow industry-standard formats and contain the SBC-13 STATE due date for order completion. ("Due Date"). Upon completion of an LSR, SBC-13 STATE will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when that order was completed.

6.1.4 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and LEX), SBC-13 STATE shall provide electronic notification of any instances when SBC-13 STATE 's due dates are in jeopardy of not being met by SBC-13 STATE. When CLEC places an electronic order using either SBC's LSOR-based ordering system (e.g. EDI and LEX) or the ASR based ordering system as described in Section 5.11 above, SBC-13 STATE shall provide electronic notification when an order contains rejections/errors in any of the data element(s) fields. SBC-13 STATE shall give such notice as soon as it identifies the jeopardy or reject.

6.1.5 At CLEC's request, SBC-13 STATE will perform acceptance testing with CLEC (including trouble shooting to isolate any problems) to test UNE T1 and UNE T3 services purchased by CLEC in order to identify any performance problems at turn-up of the service. Other acceptance testing is provided as set forth in the Agreement.

6.1.6 Where SBC-13 STATE provides installation on behalf of CLEC, SBC-13 STATE shall advise CLEC's end user to notify CLEC if the CLEC end user requests a service change at the time of installation.

6.2 Provisioning for Resale Services and UNEs in SBC-SWBT: SBC-SWBT will provision Resale services and UNEs as detailed in CLEC service order requests. Access to order status on such requests will be provided via the following electronic interfaces:

6.2.1 Order Status will allow CLEC to check service order status. Order Status and Provisioning Order Status (POS) are both accessible via SBC-SWBT Toolbar. In addition, pending orders can be viewed in SORD.

6.2.2 EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

6.3 Provisioning for Resale services and UNEs in PACIFIC and NEVADA: PACIFIC and NEVADA will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders is provided via the following electronic interfaces:

6.3.1 Pacific Bell Order Dispatch (PBOD) functions via DataGate allows CLEC to check status of basic exchange service orders that require field work. PACIFIC also offers Provisioning order status to check the status of service orders.

6.3.2 EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

6.4 Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET: SBC-SMERITECH and SNET will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

6.4.1 EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

6.5 Provisioning of CHC and FDT Orders: This Section applies to SBC-SWBT only and the Parties agree to add region specific language should CLEC seek application of this Attachment in other SBC ILEC regions.

6.5.1 SBC-SWBT agrees that CLEC may use SBC-SWBT Frame Due Time (FDT) process or Coordinated Hot Cut (CHC) process for migration requests on the following types of services: (a) unbundled 2-wire Loops (b) Unbundled 2-wire Loops with LNP (c) standalone LNP and d) or other migration request as mutually agreed between the Parties.

6.5.2 CLEC shall order unbundled 2-wire Loops from SBC-SWBT by delivering to SBC-SWBT a valid Local Service Request (LSR), and SBC-13 SWBT shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.

6.5.3 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If SBC-SWBT cannot comply with the request, in its FOC, SBC-SWBT will designate a due date that SBC-SWBT commits to meet.

6.5.4 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.

6.5.5 SBC-SWBT shall test for dial tone and ANI supplied by the CLEC switch to the designated pair assignment by testing through the tie cable provisioned between SBC-SWBT main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by SBC-SWBT no later than 24 hours prior to the cut. If SBC-SWBT finds problems during pre-testing, SBC-SWBT shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.

6.5.6 For CHC orders, CLEC shall call SBC-SWBT to initiate the cut within 30 minutes prior to the agreed-to cut time. If CLEC does not call within this time, the cut will be delayed until a future time and/or date agreed-to by both Parties. CLEC will submit a supplemental LSR in a timely manner, if the due date must be changed.

6.5.7 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 17 of this Agreement.

7.0 Maintenance/Repair

7.1 SBC-SWBT shall provide maintenance and repair functions (including testing and surveillance for applicable services) for Resale Services, UNE, and number portability purchased by CLEC, and shall provide electronic Interfaces to permit CLEC to place trouble reports and receive maintenance status updates. Each Party shall make maintenance progress reports and status of repair efforts available to the other Party.

7.2 In the event SBC-SWBT misses a scheduled repair appointment on behalf of CLEC, SBC-SWBT will notify CLEC via the electronic Interface used to place the trouble report, in parity with notice provided to its own retail end users.

7.3 SBC-SWBT shall provide repair services to CLEC for CLEC end users that are equal in quality to that which it provides to its own retail end users. Trouble calls from CLEC shall receive response time priority that is at least equal in quality to that of SBC-SWBT retail end users and shall be handled on a "first come first served" basis regardless of whether the end user is an CLEC end user or a SBC-SWBT end user.

7.4 For Resale Services and UNEs provided to CLEC under this Agreement, SBC-SWBT shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures that SBC-SWBT currently provides for the maintenance of its own network. SBC-SWBT shall provide CLEC at least ten (10) business days advance notice of any scheduled maintenance activity which may impact CLEC end users. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, and major equipment replacements.

7.5 For Resale Services and UNEs provided to CLEC under this Agreement, SBC-SWBT shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by SBC-SWBT on any service, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC end users. SBC-SWBT shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that SBC-SWBT shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

7.6 SBC-SWBT shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to CLEC of the existence, location, and source of any emergency network outage potentially affecting an CLEC end user; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) methods and procedures for reprovisioning of all services after initial restoration; (v) equal priority, as between CLEC end users and SBC-SWBT end users, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed.

7.7 Each Party shall establish mutually acceptable methods and procedures for referring callers to the Toll Free number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair.

7.8 Maintenance charges for premises visits by SBC-SWBT technicians shall be billed by SBC-SWBT to CLEC and not by SBC-SWBT to CLEC's end user. All forms, business cards or other materials furnished by SBC-SWBT technicians to CLEC end users will contain no brand. If the CLEC end user is not at home when the SBC-SWBT technician arrives, the SBC-SWBT technician shall leave on the premises "not-at-home" cards that are unbranded but include the contact number for CLEC provided pursuant to Section

3.14 of this Attachment. The SBC-SWBT technician will not leave on the premises a SBC-SWBT-branded "not-at-home" card.

7.9 SBC-13 STATE will provide CLEC access to the following electronic interfaces to place and check the status of trouble reports for Resale, UNEs and LNP:

7.9.1 In SBC-SWBT, Trouble Administration (TA) system access provides CLEC with SBC-SWBT software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via SBC-SWBT Toolbar.

7.9.2 In PACIFIC and NEVADA, Pacific Bell Service Manager (PBSM) allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

7.9.3 In SBC-AMERITECH, Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.

7.9.4 In SNET the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.

7.9.5 In SBC-12STATE, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

8.0 Billing And Customer Usage

8.1 SBC-7STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC-7STATE will provide CLEC billing information in a paper format or via magnetic tape, as agreed to between CLEC and SBC-7STATE.

8.1.1 For Resale Services in PACIFIC, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.

8.1.2 For Resale Services in SBC-AMERITECH, CLEC may elect to receive its bill on CD.

8.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

8.2.1 In SBC-SWBT, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.

8.2.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.

8.2.3 In SBC-7STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

8.2.4 In SBC-12STATE, CLEC may receive electronically a Usage Extract Feed, or in SNET, a Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.

8.2.5 In SBC-7STATE, CLEC may receive Local Disconnect Report records (via CARE records) or, in SNET Loss Notification File (via CARE-like records), electronically, that indicate when CLEC's end users change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

8.2.6 In SNET, CLEC may receive a Billing Detail File on cartridge or magnetic tape.

8.2.7 In SBC-AMERITECH, CLEC may receive a mechanized bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

8.3 Electronic access to billing information for UNEs (and for LNP and interconnection trunks where noted below) will also be available via the following interfaces:

8.3.1 For UNEs, LNP, and interconnection trunks, SBC-8STATE makes available to CLEC a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill. SBC-AMERITECH also makes available to CLEC a local bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

8.3.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.

8.3.3 In SBC-12STATE, CLEC will receive a Usage Extract Feed, or in SNET, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.

8.3.4 SBC-7STATE, CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's end users, utilizing SBC-7STATE, ports, change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

9.0 Local Account Maintenance

9.1 SBC-13STATE shall make account local service provider freezes available for CLEC's end users (for which CLEC purchases resale services from SBC-13STATE) on a basis that is at least equal in kind and quality to the local service provider freezes it provides to its end users.

Change in Service Provider

*9.2 If an end user notifies SBC-13STATE or CLEC that the end user requests local exchange service from such Party, the Party receiving such request shall be free to immediately provide service to such end user and to use any CPNI of such end user in its possession to provide such service. The currently serving Party shall release customer-specific facilities in accordance with the end user's direction or that of the end user's authorized agent.

9.3 When an CLEC end user (for which CLEC purchases resale services or UNEs from SBC-13STATE) changes or withdraws authorization to provide service, CLEC shall provide, upon request by SBC-13STATE, necessary pre-order information to facilitate the prompt release of end user-specific facilities in accordance with the end user's direction or that of the end user's authorized agent (if CLEC has no local service freeze in place for that account). Such pre-order information, provided via CLEC Customer Service Record or some other mutually agreed-upon method, shall include the SBC-13STATE telephone number (or, if none, the end user's circuit ID), SBC-13STATE billing account number and any services or features, including listings. The Party or other CLEC authorized to commence service for such end user shall be free to re-use the facilities and issue service orders or Local Service Requests ("LSRs") as required to commence such service and discontinue prior service.

Loss Notification

9.4 All SBC/Ameritech service areas will continue to provide Loss Notification. This notification alerts CLEC that a change requested by another Telecommunications Carrier (TC) has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the 836 transaction, and will be available via the uniform ordering GUI interface. The current loss notification processes via industry standard CARE record format will remain in effect until full implementation and testing of the proposed Loss Notification process is completed. The Loss Notification process will be developed as set forth in the Implementation Phase Work Schedule contained in Section III(I) in accordance with the PORCMP.

9.5 Intentionally Left Blank

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Change of Preferred InterLATA or IntraLATA Carrier

9.7 SBC-13STATE shall accept and process the following types of preferred carrier changes sent by CLEC for end users subscribing to CLEC local service: (1) intraLATA toll and (2) interLATA toll.

9.8 When an CLEC end user authorizes a change of one of its preferred carrier designations, CLEC shall notify SBC-13STATE of this change using a Local Service Request ("LSR") which it will send to SBC-13STATE over the ordering gateway for provisioning local service. SBC-13STATE will not accept requests to change the PIC on a Resale, UNE Port or UNE Loop with Port Combination service via the CARE process. SBC-13STATE will follow industry guidelines in rejecting requests received via the CARE process.

9.9 CLEC acknowledges that these orders shall be processed via LSR Change orders and not the industry-standard PIC change process which is used with retail accounts.

10.0 Remote Access Facility

10.1 For the SBC-SWBT region, CLEC must access the following OSS interfaces via a SWBT Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-EASE; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar, Trouble Administration, Order Status, Provisioning Order Status, Verigate, LEX, and Bill Information. Connection to the LRAF will be established via a "port" either through dial-up or direct connection as described in Section 10.3.

10.2 In PACIFIC and NEVADA regions, CLEC must access the following OSS interfaces via a Pacific Remote Access Facility (PRAF) located in Fairfield, California: StarWriter; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar Verigate, LEX, Order Status, PBSM, and Provisioning Order Status. Connection to the PRAF will be established via a "port" either through dial-up or direct connection as described in Section 10.3; provided, however, that CLEC may, at its option, interface with PACIFIC's EDI ordering application as described above through SBC's Local Remote Access Facility ("LRAF"). If CLEC chooses to use the LRAF for electronic orders, all CLEC EDI orders must be transmitted to the LRAF and none may be sent via the PRAF.

10.3 For SBC-7STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF and/or

PRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the SBC-SWBT LRAF and the PACIFIC PRAF. CLEC shall pay the cost of the call if Switched Access is used.

10.4 For SBC-7STATE, CLEC shall use TCP/IP to access SBC-7STATE OSS via the LRAF and the PRAF. In addition, CLEC shall have at least one unique public-registered Internet Protocol (IP) network address subnet per region. CLEC shall maintain a user-id / password unique to each individual for accessing a SBC-SWBT OSS and PACIFIC OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

10.5 For SBC-7STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF access plans in detail and schedule testing of such connections.

10.6 For SBC-AMERITECH, CLEC may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). CLEC must use at least one legal unique public-registered IP address for each end of the connection.

10.7 For SNET region, CLEC may use a private line connection. The CLEC shall provide and maintain its own router and CSU/DSU.

10.8 For future dedicated RAF locations (e.g., Ameritech "ARAF" and SNET "SRAF"), if CLEC wants to establish connectivity for the first time in these region, or if CLEC wants to upgrade their existing connection in these regions, then SBC will provide specifications for connecting to the new dedicated RAF facility. CLEC connections to any other facility within the Ameritech or SNET service areas will become grandfathered and no new CLEC connections will be made to such non-dedicated facilities.

11.0 Data Connection Security Requirements

11.1 CLEC agrees that interconnection of CLEC data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with the applicable regional interconnection procedures: SBC-7STATE Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document, SNET's "Wholesale CIWin User Guide"; SNET's "EF User Guide"; SNET's "ESAP Installation Guide"; SNET's "ESAP Help Desk Guide"; and SNET's "CLEC Mechanized Interface Specification" current at the time of initial interconnection in each region for access to SBC-13STATE's OSS. The following additional terms in this Section 16 govern direct and dial up connections between CLEC and SBC-13STATE for access to OSS Interfaces

11.2 Joint Security Requirements.

11.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

11.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, userID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

11.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

11.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

11.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either CLEC or SBC-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

11.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

11.3 Additional Responsibilities of Both Parties.

11.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

11.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This

information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

11.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

11.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

11.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

11.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

11.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

11.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 11.5 - 11.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC-13STATE, respectively, as the providers of the computer, network or information in question.

11.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

11.5 General Policies

11.5.1 Each Party's resources are for approved business purposes only.

11.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

11.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

11.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

11.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

11.6 User Identification

11.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

11.6.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.

11.6.3 Userids will be revalidated on a monthly basis.

11.7 User Authentication

11.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one time passwords, digital signatures, etc.) may be required in the future.

11.7.2 Passwords must not be stored in script files.

11.7.3 Passwords must be entered by the user in real time.

11.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

11.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

11.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

11.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

11.8 Access and Session Control

11.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

11.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

11.9 User Authorization

On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

11.10 Software And Data Integrity

11.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

11.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

11.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.

11.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

11.11 Monitoring And Audit

11.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

11.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

12.0 Cooperative Testing And Training

12.1 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

12.2 Prior to live system usage, CLEC must complete user education classes for SBC-13STATE-provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education Section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

12.3 Charges will apply for each class as set forth above. A separate registration form will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC and SBC-13STATE agree that charges will be billed by SBC-13STATE and CLEC's payment is due 30 days after receipt of the invoice. CLEC agrees to provide to SBC-13STATE completed registration forms for each student no later than one week

prior to the scheduled training class. CLEC agrees to pay a cancellation fee for the full price noted in the separate agreement if CLEC cancels scheduled classes less than two weeks prior to the scheduled start date. Should SBC-13STATE cancel a class for which CLEC is registered less than two weeks prior to the scheduled start date of that class, SBC-13STATE will waive the charges for the rescheduled class of the registered students.

12.4 CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

12.5 CLEC may request that classes be scheduled on particular dates. Class dates will be based upon CLEC request and SBC-13STATE availability, and will be coordinated among CLEC, CLEC's SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.

12.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.

12.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Attachment and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 6 of the General Terms and Conditions.

13.0 Miscellaneous Charges

13.1 There are no charges for access to SBC-13STATE's OSS systems. Any miscellaneous charges will be at the rates set forth in Attachment 6 Pricing. Subject to and in accordance with the commitments made by SBC in connection with the SBC-Ameritech merger, SBC-13STATE reserves its right to seek Commission approval for recovery of OSS costs, and CLEC reserves its right to challenge such recovery. Both Parties agree to comply with the resulting Commission decision, pending their rights to pursue any appeal that might be brought of such decision.

13.2 For SBC-SWBT region only, when CLEC requests Bill Plus™, it agrees to pay applicable tariffed rate, less Resale discount.

13.3 For SBC-7STATE, when CLEC requests the billing function for Usage Billable Records, it agrees to pay established rates pursuant to Appendix Pricing UNE.

13.4 For SBC-7STATE, when CLEC requests the Local Disconnect Report pursuant to Sections 9.4 and 9.5 of this Attachment, it agrees to pay $0.003 per entry.

13.5 For SBC-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC-13STATE on an Individual Case Basis (ICB) and priced as such.

13.6 SNET will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by the Department of Public Utilities of Connecticut.

ATTACHMENT 28: COMPREHENSIVE BILLING ATTACHMENT-MO

1.0 Introduction

1.1 This Attachment sets forth the terms and conditions on which the Parties shall bill all charges the Parties incur under the Interconnection Agreement – Missouri between Southwestern Bell Telephone Company and CLEC. This Attachment 28 – Comprehensive Billing Attachment shall be added to the Agreement and, where the terms and conditions of this Attachment differ from provisions in the Agreement, the terms and conditions of this Attachment shall govern; provided, however that any differing provisions in the attachment(s) to this Agreement pertaining to collocation and to access to and use of space on or in poles, conduits or rights-of-way shall govern over this Attachment for the charges, functions and/or services subject thereto.

1.2 Charges for the relevant services billed under this Attachment are included in the Appendices applicable to the particular service.

2.0 Billing Information and Charges

2.1 SWBT will bill in accordance with this Agreement those charges CLEC incurs under this Attachment; e.g., charges for Resale services, Network Elements, Ancillary Services, and Interconnection. Each bill will be formatted in accordance with CABS for charges for Network Elements ordered by CLEC, as well as for Reciprocal Compensation (as prescribed in Section 3.6 of Attachment 12, Reciprocal Compensation), or in accordance with Customer Records Information System (CRIS) format for Resale services. If there are no industry-standard billing formats for the billing of another service provided under this Agreement, the billing format for such service will be determined by mutual agreement of the Parties. SWBT shall provide information on the invoices for each Billing Account Number (BAN) sufficient to enable CLEC to identify for the Resale services or Network Elements being billed, the type of service ordered by CLEC and the usage to which the billed charges apply. Each CRIS bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC. Each CABS bill will include a Customer Service Record (CSR) and will set forth (a) the quantity and description of each Network Element provided to CLEC or (b) the usage and applicable rates billed for Reciprocal Compensation.

2.1.1 SWBT agrees to accept, process and pay all bill invoices submitted by CLEC that are not CABS-compliant until such time as CLEC completes the conversion of the paper bill process in use as of April 1, 2000 to a CABS compliant process. CLEC shall use its reasonable best efforts to complete this conversion by January 1, 2001.

2.2 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC pursuant to this Agreement. Each bill provided by SWBT to CLEC will include: (1) all non-usage sensitive charges incurred for the period

beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in Section 2.3 below, and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.

2.3 SWBT may send bills to CLEC containing amounts found to be unbilled or underbilled ("Backbill(s)"), as follows:

2.3.1 Except as provided in section 2.3.5 below, for erroneous failure to bill or underbilling of any charges incurred by CLEC under this Agreement, SWBT may submit a Backbill to CLEC for charges incurred by CLEC up to 120 days prior to the Backbill date. For the purposes of this Section 2.3, charges shall be deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the billing cycle in which CLEC used such service; or

2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, SWBT may submit a Backbill to CLEC for charges incurred by CLEC up to 120 days prior to the Backbill date; or

2.3.3 Where SWBT is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, SWBT may submit to CLEC, up to 120 days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by CLEC as a result of, and since the applicable Governmental Requirement Date; or

2.3.4 SWBT will exert commercially reasonable efforts not to send Backbills for CRIS-billed charges, and will use its best efforts not to send Backbills for CABS/BOS-billed charges, outside the time periods defined in Section 2.3.1 through 2.3.3, above. In any event, except as provided in Section 2.3.5 below, CLEC will not be liable for charges contained in Backbills that are sent outside the time periods defined in Section 2.3.1 through Section 2.3.3.

2.3.5 SWBT may send Backbills outside of the time periods defined in Section 2.3.1 through Section 2.3.3, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by CLEC where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of CLEC, and CLEC shall be liable for such Backbilled charges. Where such failure to bill or

underbilling is caused in part by CLEC and in part by SWBT, the Parties may agree upon other time periods for Backbilling.

2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems, including those arising from the Official Bill, that may arise during the implementation and performance of the terms and conditions of this Attachment.

2.4.1 Official Bill is the bill sent by the billing Party in a mechanized format and paper bills are "official" only when the established billing for a service is not in a mechanized format.

2.5 For CABS-billed services, SWBT will assign to CLEC a separate Billing Account Number (BAN) per each type of service (e.g., connectivity) per LATA.

2.6 For Resale services, SWBT will assign to CLEC a separate BAN per Regional Accounting Office (RAO) for consumer or residential and a separate BAN per RAO for business.

3.0 Issuance of Bills

3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly billing dates (Bill Date) for each BAN, which Bill Date will be the same day month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. As applicable to CABS, each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month. All bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

3.2 All bills in CABS format, shall contain billing data and information in accordance with CABS Version 31.0 or such later versions of CABS as are published by Telcordia

Technologies, Inc., or its successor. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format mutually agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.

3.3 If either Party requests an additional copy(ies) of a bill, the requesting Party will pay the other Party a reasonable fee per additional copy(ies), unless such copy(ies) was requested due to errors, omission or corrections, or the failure of the original transmission to comply with the specifications set forth in this Attachment.

3.4 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. The Parties will provide one another reasonable (within 3 business days) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4.0 Electronic Transmissions

4.1 At CLEC's request, SWBT will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SWBT has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. When electronic transmission is established by mutual agreement, SWBT must provide CLEC/_____ its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "_____" and VTAM APPL ID is "_____" and must be included in SWBT's Connect:Direct software. CLEC will supply to SWBT its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

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

Production Dataset

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

Test Dataset

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

5.0 Tape Or Paper Transmissions

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

	TO CLEC	TO SWBT
Tape Transmissions via U.S. Mail:	CLEC ATTN: James C. Falvey Senior VP of Regulatory Affairs 7125 Columbia Gateway Drive Columbia, MD 21046	Southwestern Bell Telephone ATTN: AMA Unit 9051 Park West, Room 2242 Houston, Texas 77063
Tape Transmissions via Overnight Delivery:	CLEC ATTN: James C. Falvey Senior VP of Regulatory Affairs 7125 Columbia Gateway Drive Columbia, MD 21046	Southwestern Bell Telephone ATTN: AMA Unit 9051 Park West, Room 2242 Houston, Texas 77063
Paper Transmissions via U.S. Mail:	CLEC ATTN: James C. Falvey Senior VP of Regulatory Affairs 7125 Columbia Gateway Drive Columbia, MD 21046	Southwestern Bell Telephone ATTN: Rebecca Thompson One Bell Center Rm 32-A-12 St. Louis, MO 63101
Paper Transmissions via Overnight Delivery:	CLEC ATTN: James C. Falvey Senior VP of Regulatory Affairs 7125 Columbia Gateway Drive Columbia, MD 21046	Southwestern Bell Telephone ATTN: Rebecca Thompson One Bell Center Rm 32-A-12 St Louis, MO 63101

5.2 Each Party will adhere to tape packaging practices that will prevent data damage.

5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. CLEC reserves the right to destroy a tape that has been determined to have unrecoverable errors. CLEC also reserves the right to replace a tape with one of equal or better quality.

5.4 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	SECAB
Record Length	225 bytes (fixed length)	250 bytes (fixed length
Blocking factor	84 records per block	84 records per block
Block size	18,900 bytes per block	18,900 bytes per block
Labels	Standard IBM Operating System	Standard IBM Operating System

5.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. LEC's name, address, and contact shall appear on the flat side of the cartridge or reel.

5.6 Billing tape labels will conform to the following OBF standards, as the same may change from time to time. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

6.0 Testing Requirements

6.1 At least 90 days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least 30 days prior to either party changing mechanized formats; or at least 90 days prior to either party changing transmission mediums (e.g., from paper to mechanized), the billing Party will send bill data in the mechanized format according to this Attachment, for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. SWBT shall also provide to CLEC's Company Manager, located at 7125 Columbia Gateway

Drive, Columbia, MD 21046, the LEC's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) calendar days prior to testing or a change in the LEC's originating or state level company code. CLEC will notify SWBT within the time period agreed to by the Parties if billing transmission testing fails to meet CABS/BOS specifications. SWBT shall make the necessary corrections within the time period agreed to with CLEC to ensure that billing transmissions testing meet CABS/BOS specifications. SWBT shall not send CLEC a mechanized CABS bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications

6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission. Thereafter, the billing Party may begin sending the billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

6.3 For Resale services, during the testing period, SWBT shall transmit to CLEC Connectivity Billing data and information via paper transmission. Test tapes shall be sent to CLEC at the following location:

Test Tapes:	CLEC ATTN: James C. Falvey Senior VP of Regulatory Affairs 7125 Columbia Gateway Drive Columbia, MD 21046

7.0 Additional Requirements

7.1 If SWBT transmits data in a mechanized format, SWBT will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for CLEC to process billing information and data:

(a) The BAN will not contain embedded spaces or low values.
(b) The Bill Date will not contain spaces or non-numeric values.
(c) Each bill must contain at least one detail record.
(d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
(e) The invoice number must not have embedded spaces or low values.

8.0 Bill Accuracy Certification

8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SWBT will be responsible and accountable for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, SWBT agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by CLEC under this Agreement. Accordingly, at CLEC's option on a connectivity by connectivity basis, CLEC and SWBT agree for the purposes of this Agreement to jointly develop a process and methodology for bill certification.

9.0 Meetpoint Billing – Facilities Based

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

9.2 CLEC and SWBT will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

9.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

9.4 SWBT and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. SWBT and CLEC will coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

9.5 This Section Intentionally Left Blank.

9.6 Each Party will provide access usage records ("AURs") to the other Party within ten (10) business days of the recording. The initial billing company will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending initial billing company bills to the IXC. Neither Party will compensate the other

for this record exchange. The details of record exchange are set forth in Attachment 24: Recording.

9.6.1 The subsequent billing company will provide the initial billing company with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. The subsequent billing company will send such data to the location specified by the initial billing company.

9.6.2 The initial billing company will provide the subsequent billing company with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. The initial billing company will send such data to the location specified by the subsequent billing company.

9.7 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The appropriate Party will correct the error within sixty (60) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. If either Party fails to provide meet point billing data required under Section 9 of this Attachment due to loss, uncorrectable errors or otherwise, the provisions of Sections 5.3 and 5.4 of Attachment 24 ("Recording"), applicable to SWBT shall apply for the purposes of this Section, to the Party failing to provide the Meet Point Billing data, and shall govern that Party's liability for the lost, damaged or destroyed billing data. The foregoing shall not limit SWBT's obligations, if any, under the Attachment pertaining to performance measures/remedies.

9.8 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

10.0 Mutual Compensation

10.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement at Attachment 12: Compensation and in accordance with this Section 10.

10.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS data content via current industry processes for mutual compensation. This is described in Section 3.2, preceding.

10.3 Where a procedure has not already been set forth in this Attachment, the Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of

Attachment, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.

10.4 When CLEC is a local switch network element customer of SWBT, SWBT will calculate a third party switch originated mutual compensation statewide average revenue per access line which will be multiplied by CLEC's switch port count to arrive at CLEC's compensation for terminating traffic originated from a third party. SWBT will calculate each month's statewide average revenue/access line using that month's mutual compensation summary data and apply to each CLEC switch port in service to arrive at that month's compensation.

10.5 When CLEC is a local switch network element customer of SWBT, provision of records by SWBT for mutual compensation will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties.

11.0 Payment of Charges

11.1 Each Party will pay bills applicable to this Agreement as set forth in Section 8 of the General Terms and Conditions. Sections 8 and 9 of the General Terms and Conditions shall apply to billing disputes. Billing disputes and any rights of termination or disconnection relevant to non-payment of charges shall be governed by Sections 8, 9 and 10 of the General Terms and Conditions.

12.0 Examination of Records

12.1 Without waiver of and in addition to either Party's rights and obligations set forth in Section 32 (Verification Reviews) of the General Terms and Conditions of the Agreement, upon reasonable notice and at reasonable times and in accordance with the Certification Agreement mutually developed out of Section 8 to this Attachment, CLEC or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the charges under this Attachment.

13.0 Customer Usage Data - Introduction

13.1 This Section Customer Usage Data sets forth the terms and conditions for SWBT's provision of usage data (as defined in this Attachment) to CLEC. Usage Data will be provided by SWBT to CLEC when CLEC purchases Network Elements or Resale services from SWBT.

14.0 General Requirements for Customer Usage Data

14.1 SWBT's provision of Usage Data to CLEC will be in accordance with the Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation

and testing process. SWBT's performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after CLEC begins providing local services to customers

14.2 SWBT will retain Usage Data as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties, subject to applicable laws and regulations.

15.0 Customer Usage Data Specifications

15.1 SWBT will provide all usage data for CLEC's customers using the SWBT-provided Network Element(s) or Resale services. Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SWBT facilities and contracted by SWBT;
- calls to directory assistance where SWBT provides such service to an CLEC customer;
- calls completed via SWBT-provided operator services where SWBT provides such service to CLEC's local service customer;
- records will include complete call detail and complete timing information for Network Elements and Resale services;
- Station-level detail for SWBT-provided CENTREX and PLEXAR families of services for Resale services.

SWBT will provide Usage Data for completed calls only for Network Elements that SWBT records (e.g., unbundled local switching, but not loops). SWBT will provide Usage Data for completed calls for Resale services offerings that SWBT records for itself (e.g., Local Measured Service.)

15.2 SWBT will provide to CLEC Usage Data for CLEC customers only. SWBT will not submit other carrier local usage data as part of the CLEC Usage Data.

16.0 Customer Usage Data Format

16.1 SWBT will provide Usage Data in the OBF Exchange Message Interface (EMI) format and by category, group and record type, as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties

16.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMI call record.

16.3 End user customer usage records and station level detail records will be in packs in accordance with EMI standards.

16.4 For Resale services, SWBT will daily provide CLEC with daily recordings which will permit it to render end user bills. For Network Elements only, SWBT will daily provide CLEC with daily recordings which will permit it to render end user bills and interLATA and intraLATA access bills. All recordings pursuant to this Section will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties.

16.4.1 For the transmissions of such records, CLEC will pay to SWBT a per record charge of three tenths of one cent ($.003).

17.0 Usage Data Reporting Requirements

17.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.

17.2 SWBT will provide segregated Usage Data to CLEC locations as agreed to by the Parties.

17.3 SWBT will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT: Direct protocol, or otherwise agreed to by the Parties.

17.4 CLEC and SWBT will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data.

17.5 SWBT will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the parties.

17.6 SWBT will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

17.7 Changes to the Usage Data EMI format, content, and transmission processes will be tested prior to implementation as mutually agreed by both Parties.

18.0 Local Account Maintenance –Network Elements

18.1 When CLEC purchases certain Network Elements from SWBT, SWBT will provide CLEC with Local Account Maintenance. When SWBT is acting as the switch provider for CLEC, where CLEC is employing Network Elements to provide local service, SWBT will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service

from CLEC to another local service provider. SWBT will provide this notification via a mutually agreeable 4-digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SWBT will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SWBT reprovisioning the switch. The TCSI, sent by SWBT, will be in the 960 byte industry standard CARE record format. CLEC will pay to SWBT a per transaction charge of three tenths of one cent ($0.003) for SWBT's transmission of the change notification.

18.2 SWBT will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SWBT will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SWBT's network. SWBT will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SWBT will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SWBT is the switch provider either for the retail local services of SWBT that CLEC resells or Network Elements of SWBT that CLEC employs in providing service.

18.3 These procedures are in addition to Service Order Procedures set forth in Attachment 27: OSS. SWBT will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

19.0 Alternatively Billed Calls-Resale Services and Network Elements

19.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to a Resale service line or to an Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using a CLEC Resale service line or Network Elements (e.g., switch port) and billed to a SWBT line or other LEC or LSP are called "Outcollects."

19.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SWBT has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider (LSP) will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A per-message charge for SWBT's transmission of Outcollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge of three tenths of one cent ($.003) per message. In addition, for Resale services, CLEC will compensate SWBT for the receipt of the IntraLATA toll message.

19.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers (Incollects), SWBT will provide the rated messages it receives from the CMDS1 network or which SWBT records (non-ICS) to CLEC for billing to CLEC's end-users. SWBT will transmit such data on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee of $.05 per billed message for billing the Incollects. CLEC and SWBT have stipulated that a per message charge for SWBT's transmission of Incollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge of three tenths of one cent ($.003) per message.

20.0 Record Exchange Reservation of Rights

Nothing in this Attachment shall be interpreted to waive either Party's rights, remedies or arguments challenging or promoting the use of "type 92" or "category 92" records or to prejudice either Party from raising such rights, remedies or arguments in any proceeding challenging or promoting "type 92" or "category 92" records or their use and seeking to have the same preserved, modified, eliminated or replaced. Provided, nothing herein shall serve to expand or improve either Party's position in such a proceeding to the extent the Party's position has not been advanced or is otherwise prejudiced or barred. Should any such proceeding result in a final, nonappealable order requiring modification of the terms and conditions of this Attachment relative to "type 92" or "category 92" records or their use and such order not be stayed, the Parties shall negotiate terms and conditions to amend this Attachment accordingly, and shall negotiate an orderly transition plan to effectuate any necessary changes.

13-STATE STRUCTURE ACCESS AGREEMENT
TO POLES, CONDUITS, AND RIGHTS-OF-WAY

This Agreement dated _____, 2000, is made by and between the "Parties," identified as SBC Communications Inc. (covering Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin), hereinafter referred to as "SBC," and Xspedius Management Co. Switched Services, L.L.C./Xspedius Management Co. of Kansas City, L.L.C. (CLEC), a Delaware Corporation, hereinafter referred to as "Attaching Party".

This Agreement shall apply to the state of: Missouri

1.0 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by SBC Communications Inc. (SBC) and CLEC.

1.2 As used herein, **SWBT** means Missouri. **SWBT** will be used throughout this document in lieu of SBC-13STATE.

2.0 DEFINITIONS

2.1 Definitions in general. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.

2.2 Conduit. The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Agreement, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SWBT** structures (such as huts and cabinets) which branch off from or are connected to **SWBT**'s conduit

2.3 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SWBT** structures (such as huts and cabinets) which branch off from or are connected to **SWBT**'s conduit.

2.4 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.

2.5 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term "handhole" refers only to handholes which are part of **SWBT**'s conduit system and does not refer to handholes which provide access to buried cables not housed within **SWBT** ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by **SWBT** and does not include cables and other telecommunications equipment located within handhole structures.

2.6 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that **SWBT** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.

2.7 Maintenance Duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an **SWBT** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

2.8 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare **SWBT**'s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.

2.9 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **SWBT**'s conduit system. As used in this Agreement, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.

2.10 Other User. The term "Other User" refers to entities, other than the Attaching Party, with facilities on an **SWBT** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **SWBT**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **SWBT**'s poles, ducts, conduits or rights-of-ways).

2.11 Overlashing. The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.

2.12 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by **SWBT** and does not include cables and other telecommunications equipment attached to pole structures.

2.13 Rights-of-way. The term "rights-of-way" refers to legal rights owned or controlled by **SWBT** legal rights to pass over or through property of another party and used by **SWBT** for its telecommunications distribution system. For purposes of this Agreement, "rights-of-way" includes property owned by **SWBT** and used by **SWBT** for its telecommunications distribution facilities. Rights-of-way does not include:

2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,

2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or

2.13.3 any space which is owned and controlled by a third-party property owner and occupied by **SWBT** with permission from such owner rather than as a matter of legal right pursuant to a binding legal instrument.

2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3.0 SCOPE OF AGREEMENT

3.1 This Agreement establishes the rates, terms, conditions, and procedures by which **SWBT** shall provide non-discriminatory access to **SWBT**'s Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:

3.1.1 **SWBT**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SWBT**'s central offices;

3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

3.1.3 ducts and conduits located within buildings owned by **SWBT**; and

3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SWBT** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SWBT**'s network distribution operations.

3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.

3.3 No Effect on **SWBT**'s Right to Abandon, Convey or Transfer Structure Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall in any way affect **SWBT**'s right to abandon, convey, or transfer to any other person or entity **SWBT**'S interest in any of **SWBT**'S Structure. **SWBT** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4.0 EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

4.1 Effective Date. This Agreement shall be effective as of the _____ day of _____, 2001, or, if this Agreement has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the parties, the date of approval by the State Commission of the interconnection agreement, whichever date first occurs.

4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Agreement is entered into as a part of an Interconnection Agreement, this Agreement shall terminate upon the termination of the Interconnection Agreement of which this is apart.

4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Agreement renews, if a part of the Interconnection Agreement.

4.4 Elective Termination. Either party may terminate this Agreement by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Agreement or six months after the date the notice is given. In the event this Agreement is entered into as a part of an Interconnection Agreement, the terms surrounding elective termination of the Interconnection Agreement of which this appendix is a part shall apply.

4.4 Elective Termination by **SWBT**. Attaching Party shall, within 60 days after the effective date of the elective termination by **SWBT**, either initiate negotiations for continued

access to **SWBT**'s poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Agreement.

4.5 Effect of Elective Termination. Elective termination of this Agreement by Attaching Party, as permitted under Section 4 of this Agreement, shall not affect Attaching Party's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to **SWBT** under this Agreement. Elective termination of this Agreement by **SWBT** shall not affect **SWBT**'s obligations to afford access to **SWBT**'s poles, ducts, conduits, and rights-of-way owned or controlled by **SWBT** as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5.0 GENERAL PROVISIONS

5.1 Entire Agreement. This Agreement, together with the interconnection agreement, if any, of which this Agreement is a part, and the Guidelines for Access to **SWBT** Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties.

5.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and **SWBT** relating to the placement and maintenance of Attaching Party's facilities on and within **SWBT**'s poles, ducts, and conduits within this State.

5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

5.5 Multiple Counterparts. This Agreement may be executed in multiple counterparts.

5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.