

## ATTACHMENT 1: RESALE

All services made available to CLEC by SBC MISSOURI or resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing Schedule, Customized Routing - Resale, DA - Resale, OS - Resale and White Pages - Resale, (collectively referred to as "Attachment Resale" or "this Attachment").

### 1.0 GENERAL REQUIREMENTS

- 1.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SBC MISSOURI currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to CLEC by SBC MISSOURI in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.

The Parties agree that a LEC has the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunication service pursuant to 251(b)(1) of the Act.

- 1.2 SBC MISSOURI will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

Consistent with Section 2.5 of the General Terms and Condition of this Agreement, SBC MISSOURI shall provide Resale Services under the following terms and conditions in this Attachment Resale.

- 1.3 SBC MISSOURI will make available to CLEC for resale Customer Service Contracts, Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in. Except as otherwise expressed herein, SBC MISSOURI also will make available for resale to CLEC at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by SBC MISSOURI and not listed in Pricing Schedule. Conformed pursuant to Missouri Commission Award- Resale issue # 1.

- 1.4 SBC MISSOURI will make available to CLEC resale SBC MISSOURI's Bill Plus service at a discount of five per cent (5%) off of SBC MISSOURI's tariffed rate for each service. Consolidated Billing is available at no charge.

- 1.5 SBC MISSOURI, will make available to CLEC, including but not limited to for resale the following SBC MISSOURI services at SBC MISSOURI's tariffed rate for each service (or in the event a service is not tariffed, at the rate SBC MISSOURI charges its subscribers, except as otherwise provided herein):

- Construction Charges
- Connections with Terminal Equipment and Communications Systems
- Maintenance of Service Charges
- Suspension Services/Restoral Services
- Telecommunications Service Priority Systems
- Access Services

- Shared Tenant Service
- Distance Learning

1.6 The following services are not being made available by SBC MISSOURI to CLEC for resale.

- BDS/LAN
- Customer Provided Equipment
- Customized Billing Reports
- Inline® Products
- Inside Wiring
- Semi-Public Telephone Booths and Enclosures
- 911 Universal Emergency Number Equipment

1.7 Telecommunications Services will be resold by SBC MISSOURI to CLEC on terms and conditions that are reasonable and nondiscriminatory.

1.8 Directory Assistance and Operator Services

Specific provisions, requirements and prices concerning Directory Assistance, Operator Services and related services are set forth in Appendix Directory Assistance/Operator Services, attached hereto.

Subject to any blocking that may be ordered by CLEC for its customers, to the extent Directory Assistance (DA) services are provided to SBC MISSOURI's customers, SBC MISSOURI shall provide CLEC's customers access to SBC MISSOURI's Directory Assistance services.

Subject to any blocking that may be ordered by CLEC for its customers, SBC MISSOURI will provide access to Operator Services ("OS") to CLEC's customers to the same extent it provides OS to its own customers.

1.9 Directory Listings Requirements

Specific provisions, requirements and prices concerning Directory Listings are set forth in Appendix White Pages (WP)-Resale, attached hereto.

1.10 Unless otherwise provided in this Agreement, SBC MISSOURI will perform all of its obligations hereunder throughout the entire service area where SBC MISSOURI is the incumbent local exchange carrier. SBC MISSOURI will provide the services covered by this Attachment subject to the availability of facilities in this state.

1.11 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's customers except for grandfathered services. However, CLEC may only offer grandfathered services to customers that are eligible to receive grandfathered services from SBC MISSOURI. Conformed pursuant to Missouri Commission Award- GT&C issue # 23.

1.12 Unless stayed, modified or reversed on appeal or reconsideration, SBC MISSOURI will not apply the continuous property tariff for Plexar services, which was previously found reasonable by the Commission. The parties recognize that CLEC's right to aggregate end user traffic when reselling optional calling plans is in dispute before the United States Court of Appeals for the Tenth Circuit, Case No. 00-6030. During the pendency of that case, CLEC may aggregate end user traffic when

reselling optional calling plans. The parties acknowledge, however, that the decision of that court, or a decision in proceedings on remand therefrom, may make modification of this section appropriate. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modification to this section, and, if negotiations fail, disputes between the Parties concerning the appropriate conforming modification shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Additional tariff restrictions, other than the cross-class restriction allowed by FTA96 Section 251(c)(4)(B), are presumptively unreasonable.

- 1.13 CLEC may terminate any Resale service within the period specified for termination of such Resale service in SBC MISSOURI's tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.
- 1.14 A CLEC shall make its telecommunications services available for resale to SBC MISSOURI on terms and conditions that are reasonable and nondiscriminatory.

## **2.0 BRANDING**

- 2.1 CLEC is free to brand the Resale services that SBC MISSOURI provides to CLEC under the provisions of this Agreement. SBC MISSOURI will not brand such Resale services provided to CLEC under this Agreement as being SBC MISSOURI's services, although certain SBC MISSOURI's retail services that utilize electronic branding are subject to the further provisions of Section 2.1.1 below.
  - 2.1.1 SBC MISSOURI offers certain retail services that utilize electronic branding to designate the services as SBC MISSOURI's retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC customers, CLEC may request SBC MISSOURI to rebrand such services as CLEC services or to offer them without a brand. SBC MISSOURI will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse SBC MISSOURI for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SBC MISSOURI as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SBC MISSOURI agrees to reimburse CLEC for a reasonable portion of its costs. Conformed pursuant to Missouri Commission Award- GT&C issue # 23.
- 2.2 CLEC will provide the exclusive interface to CLEC customers in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where SBC MISSOURI personnel interface directly with CLEC customers in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider. Conformed pursuant to Missouri Commission Award- GT&C issue # 23.
- 2.3 Branding provisions concerning SBC MISSOURI's furnishing of all forms, business cards or other business materials to CLEC customers in connection with the ordering and provisioning and

maintenance of Resale services provided for in this Agreement are contained in Attachments 2 and 3 of this Agreement. Conformed pursuant to Missouri Commission Award GT&C issue #23.

2.4

2.4 CLEC will not, without SBC MISSOURI's written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC MISSOURI or its affiliates.

### 3.0 CHANGE IN END USER LOCAL SERVICE PROVIDER

3.1 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, a conversion charge will apply as set forth in Pricing Schedule.

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Simple and Complex Service Orders are defined as follows:

Simple (Manual) Conversion - change in local service provider where services involved are simple, Plain Old Telephone Service (POTS); those services that do not require special review/coordination by other departments (e.g., Routing Managers, Circuit Provisioning Center, Network Sales Support, etc.) for engineering or design work to assure industry standard transmission quality. e.g., normal single line residence or business flat rate or measured local exchange access line. CLEC passes (FAX/phone) manual local service request to LECC and ILEC service representative input request in service order system for provisioning.

Electronic Conversion - change in local service provider where services involved are simple; CLEC passes electronic local service request to ILEC through electronic interface to ILEC service order systems and service order completes without manual intervention on behalf of ILEC service order personnel; also where a complex service is passed through electronic interface to ILEC service order systems and service order completes without manual intervention on behalf of ILEC service order personnel.

Complex (Manual) Conversion - change in local service provider involving services that are not characterized as POTS; those services that may require special review/coordination by other departments (e.g., Routing Managers, Circuit Provisioning Center, Network Sales Support, etc.) for engineering or design work to assure industry standard transmission quality; also, new services that use a different platform than current technology (e.g., SS7 based AIN services).

3.2 If a CLEC end user customer adds features or services when the end user customer changes their resold local service from SBC MISSOURI or another LSP to CLEC, SBC MISSOURI will charge CLEC the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charges.

3.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on SBC MISSOURI's network, without

regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

- 3.4 Upon an end user's subscription to CLEC local Resale service, CLEC may choose to replace LIDB data with its own information or retain the information from the previous provider. CLEC resold service will retain all LIDB functionality equal to that of SBC retail service.

Section 3 is conformed pursuant to Missouri Commission Award – Resale issue #2

#### **4.0 PRICING**

- 4.1 The prices charged or discounts applied to CLEC for Resale service are set forth in Pricing Schedule.  
Conformed pursuant to Missouri Commission Award- Resale issue # 1.
- 4.2 Resale services offered by SBC MISSOURI through promotions will be available to CLEC on terms and conditions no less favorable than those SBC MISSOURI makes available to its customers, provided that for promotions of 90 days or less, SBC MISSOURI will offer the services to CLEC for resale at the promotional rate without a wholesale discount. For promotions of more than 90 days, SBC MISSOURI will make the services available at the avoided cost discount from the promotional rate.

#### **5.0 NO RESTRICTIONS ON RESALE**

- 5.1 CLEC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless the MISSOURI commission determines otherwise as to a service obtained at wholesale rates. CLEC will not resell to business customers SBC MISSOURI's Resale services that are restricted by SBC MISSOURI's tariffs to use by residential subscribers. SBC MISSOURI is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. SBC MISSOURI will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.  
Conformed pursuant to Missouri Commission Award- GT&C issue #23.
- 5.2 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

## **6.0 DIALING PARITY**

- 6.1 For all call types associated with the Resale services provided to CLEC by SBC MISSOURI under this Agreement: (i) a CLEC Customer will not be required to dial any greater number of digits than a similarly-situated SBC MISSOURI customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by an CLEC Customer will be at least equal in quality to that received by a similarly situated SBC MISSOURI customer; and (iii) the CLEC Customer may retain its local telephone number provided the customer remains within the same wire center. End users of CLEC and end users of SBC MISSOURI will have the same exchange boundaries; such end users will be able to dial the same number of digits when making a "local" call and activating feature functionality. Conformed pursuant to Missouri Commission Award- GT&C issue #23.

## **7.0 MAINTENANCE**

Maintenance will be provided by SBC MISSOURI in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 3: Maintenance-Resale.

## **8.0 CHANGES IN RETAIL SERVICE**

- 8.1 SBC MISSOURI will notify CLEC, via Accessible Letter, at the time the tariff is filed with the MISSOURI Corporation Commission for price deregulated days prior to the time a tariff is filed with the MISSOURI Corporation Commission for all other regulated services, of any changes in the prices, terms and conditions under which SBC MISSOURI offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers, including, but not limited to, the introduction of any new features, functions, services, promotions, or the discontinuance of current features or services. Resolved issue DPL #3

## **9.0 BILLING FOR LOCAL SERVICE**

- 9.1 SBC MISSOURI will bill CLEC for Resale services provided by SBC MISSOURI to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 4: Connectivity Billing and Recording-Resale.
- 9.2 SBC MISSOURI will recognize CLEC as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to CLEC. CLEC is responsible for the payment of charges for all services furnished by reason of this Attachment.

## **10.0 OPERATIONAL REQUIREMENTS**

- 10.1 For terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" for CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by SBC MISSOURI, see Attachment 27 Operation Support Systems (OSS) and, for manual ordering, in accordance with the terms and conditions contained in Attachment 2: Manual Ordering and Provisioning-Resale.
- 10.2 SBC MISSOURI will provide usage information to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 5: Customer Usage Data-Resale.

## 11.0 RESPONSIBILITY FOR ABS CALLS

- 11.1 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to customers. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. CLEC is not responsible for charges the customer generates by accepting calls from facilities such as prisons, correctional facilities, etc as long as CLEC has appropriately ordered TBE (Toll Billing Exception) Blocking on the End User's line. Such calls (leakage) that are delivered to an End User line, which has had TBE Blocking appropriately ordered, shall not be the responsibility of the CLEC and shall be adjusted off the CLEC's bill.