

## ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS

### 1.0 INTRODUCTION

This Attachment 6: Unbundled Network Elements to the Agreement sets forth the Unbundled Network Elements that SBC MISSOURI agrees to offer to CLEC. The specific terms and conditions that apply to the Unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto. Unless the context clearly indicates that the terms “Unbundled Network Elements” (with or without initial caps) and “UNEs” mean only such elements required to be unbundled under Section 251 or required to be unbundled under Section 271, these terms shall be read to include those network elements that are required to be unbundled under Section 251 and those required to be unbundled under Section 271 of the Telecommunications Act, and those required to be unbundled under state law.

1.1 Subject to Section 2.5 of the General Terms and Conditions of this Agreement, SBC MISSOURI shall provide Unbundled Network Elements under the following terms and conditions in this Attachment UNE.

#### 1.2 UNEs, and Declassification

1.2.1 As a result of the FCC’s Triennial Review Order, certain Unbundled Network Elements were removed from the FCC’s list of Section 251 Unbundled Network Elements (“Declassified”) because the FCC concluded that CLECs were unimpaired by the unavailability of these network elements as UNEs under Section 251 of the Act. In addition, the FCC determined that CLECs would have access to certain elements as Unbundled Network Elements under Section 251 only under certain circumstances, and further directed the state commissions to determine whether CLECs are impaired without access to local switching as a UNE under Section 251 in particular geographic market areas and impaired without access to certain loops and transport routes as UNEs under Section 251. The D.C. Circuit in USTA II vacated portions of the FCC’s decisions in the TRO, and vacated and remanded other portions of the TRO. At the time the parties are negotiating this Agreement, the FCC has issued permanent UNE rules under Section 251 in response to the D.C. Circuit’s vacatur and remand. The permanent UNE rules implement a transition process for certain network elements that no longer will be UNEs under Section 251 and provide that other network elements will not be UNEs under Section 251, either in total, or in certain locations. As a result, the Parties have determined it is appropriate to establish a process in this Agreement to address Declassified UNEs, to address the network elements that continue to be available to CLEC under Section 271 of the Act or under state law even if Declassified.

1.2.2 In this Attachment UNE and Agreement, the terms “Declassified” or “Declassification” mean the situation where SBC MISSOURI is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act as a result of the issuance of a finding by the FCC that requesting telecommunications carriers are not impaired without access to a particular network element on an unbundled basis.

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1.2.4 The Parties agree that the FCC in its Triennial Review Order determined that interconnection facilities that ILECs are required to provide for Section 251(c)(2) interconnection are not Declassified.

1.2.5 SBC MISSOURI agrees that it is required under Section 271 of the Act to provide CLEC with non-discriminatory access to local loop transmission from the central office to the customer’s premises, local transport from the trunk side of SBCMISSOURI’s switch, and local switching, and that such network elements must be made available at just and reasonable rates.

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1.2.7 Transition Plans for Network Elements that No Longer Are UNEs Under Section 251

1.2.7.1 The FCC in the TRRO determined that certain network elements no longer will be required to be unbundled under Section 251, but also found that these elements must continue to be made available to CLECs for a specified period of time to enable CLECs to serve their embedded customer base and effect an orderly transition away from these Declassified UNEs. The FCC's transition plans apply to the following unbundled network elements: high-capacity loops and high-capacity transport in certain locations, to dark fiber transport and to mass-market unbundled local circuit switching and UNE-P. For purposes of implementing these transition plans, CLEC's "embedded customer base" is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 11, 2005. The terms and conditions for implementing the transition plans described in the TRRO are set out in detail for each of the affected network elements in subsequent sections of the Attachment.

## 2.0 GENERAL TERMS AND CONDITIONS

2.1 This Attachment sets forth the terms and conditions pursuant to which SBC MISSOURI agrees to provide CLEC with access to Unbundled Network Elements under Section 251(c)(3) of the Act in SBC MISSOURI' incumbent local exchange areas for the provision of CLEC's Telecommunications Services. **The Parties acknowledge and agree that SBC MISSOURI is only obligated to \_make available UNEs and access to UNEs to CLEC in SBC MISSOURI' \_incumbent local exchange areas. SBC MISSOURI has no obligation to provide such UNEs to CLEC \_for the purposes of CLEC providing and/or extending service outside of SBC MISSOURI' incumbent local exchange areas. In addition, SBC MISSOURI is not obligated to provision UNEs or to provide access to UNEs and is not otherwise bound by an 251(c) obligations in geographic areas other than SBC MISSOURI' incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Attachment, and any associated provision set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Collocation, Interconnection and/or Resale), shall apply to the Parties and be available to CLEC in MISSOURI for provisioning Telecommunications Services within an SBC MISSOURI incumbent local exchange area(s) in the State in which this Agreement with SBC MISSOURI has been approved by the relevant state Commission and is in effect. Further, the Parties agree that SBC MISSOURI is not obligated to provision UNEs or to provide access to UNEs that have been Declassified or are subject to Declassification, as set forth in Section 1.2 above, and elsewhere in this Appendix.**

2.1.1 In order to access and use UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the "Statutory Conditions" for access to UNEs. Furthermore, by FCC rule, CLEC is prohibited from using an unbundled network element under Section 251 for the exclusive provision of mobile wireless services or interexchange services. Accordingly, CLEC hereby represents and warrants that it is a telecommunications carrier certificated by the Missouri Commission to provide local exchange service, and that it will notify SBC MISSOURI as soon as reasonably practical in writing if it ceases to be so certificated. Failure to so notify SBC MISSOURI shall constitute a material breach of this Agreement.

2.2 Where processes, including processes for ordering and provisioning, for any UNE available under this Agreement, whether alone or in conjunction with any other UNE(s), or service(s), pursuant to this Agreement are not already in place, SBC MISSOURI will develop and implement such processes, subject to any associated rates, terms and conditions SBC MISSOURI shall use existing processes already developed, if possible; if doing so is not possible, SBC MISSOURI shall within an agreed upon timeframe determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided

however, that compliance with such guidelines shall not delay CLEC's ability to order and obtain any UNE beyond the agreed upon timeframe.

2.3 As required by 47 C.F.R. 51.309(a), SBC MISSOURI will not impose limitations, restrictions or requirements on CLEC's request for, or its use of, network elements or Unbundled Network Elements for the service(s) CLEC seeks to offer.

2.4 SBC MISSOURI will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with SBC MISSOURI's network for access to Unbundled Network Elements for the provision by CLEC of a telecommunications service. If the point designated by CLEC is technically feasible, SBC MISSOURI will make the requested connection.

2.4.1 Except with respect to Arrangements described in Section 2.20, SBC MISSOURI shall provide access to Unbundled Network Elements and combinations of Unbundled Network Elements pursuant to the terms and conditions of this Attachment, without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

2.5 SBC MISSOURI shall permit CLEC to commingle a UNE available under Section 251 or a combination of UNEs available under Section 251 with any wholesale service, including network elements available under Section 271, obtained from an incumbent LEC. Upon request, SBC MISSOURI will perform all functions necessary to commingle a UNE available under Section 251 or a combination of UNEs available under Section 251 with one or more facilities or services that CLEC has obtained at wholesale, including network elements available under Section 271, from an incumbent LEC. SBC MISSOURI shall not deny CLEC access to a UNE available under Section 251 or a combination of UNEs available under Section 251 on the grounds that one or more of the elements: (1) is connected to, attached to, or combined with, a facility or service obtained from an incumbent LEC; or (2) shares part of SBC MISSOURI's network with access services.

2.6 SBC MISSOURI shall provide access to UNEs and combinations of UNEs in a nondiscriminatory manner such that all CLECs, including any affiliate of SBC MISSOURI, receives the same quality of service that SBC MISSOURI provides to its own retail customers that receive service from SBC MISSOURI utilizing the same or similar network elements. Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SBC MISSOURI provides itself or any subsidiary, affiliate, or other party (presently found at 47 CFR § 51.311(a), (b)). UNEs available under Section 251 or under Section 271 that are provided to CLEC under the provisions of this Attachment shall remain the property of SBC MISSOURI.

2.7 At CLEC's request, SBC MISSOURI shall provide Unbundled Network Elements to CLEC in a manner required by law that allows CLEC to combine those Unbundled Network Elements to provide a telecommunications service. Subject to the provisions hereof and at CLEC's request, SBC MISSOURI shall also provide CLEC with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in SBC MISSOURI's network, and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at CLEC's request, SBC MISSOURI shall also combine for CLEC any sequence of Unbundled Network Elements that SBC MISSOURI "ordinarily combines" for itself or its end users. SBC MISSOURI shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by SBC MISSOURI or SBC MISSOURI's end users where SBC MISSOURI provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined," and SBC MISSOURI will not have an obligation to provide the combination, if (1) SBC MISSOURI does not provide services using such a combination of unbundled network elements; (2) where SBC MISSOURI does provide services using such combination, such provisioning is extraordinary (i.e., a limited combination of network elements created in order to provide service to a customer under

a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Missouri Public Service Commission does not require SBC MISSOURI to provide as an unbundled network element.

2.8 CLEC may combine any Unbundled Network Element with any other element, service, or functionality without restriction, except as delineated in this agreement. Other than the limitations and restrictions set out in Section \_\_\_ of this Attachment, there shall be no prohibition against combining unbundled network elements with tariffed services. This paragraph does not limit CLEC's ability to purchase services under applicable SBC MISSOURI' resale tariff or under the resale appendix that is part of this Agreement while also utilizing the UNE provisions of this Agreement to the same end use customer. This paragraph does not limit CLEC's ability to permit IXCs to access ULS for the purpose of originating and/or terminating interLATA and intraLATA access traffic or limit CLEC's ability to originate and/or terminate interLATA or intraLATA calls using ULS consistent with Section \_\_6\_\_ of this Attachment. Further, when customized routing is used by CLEC, pursuant to Section \_\_6.7\_\_ of this Attachment, CLEC may direct local, local operator services, and local directory assistance traffic to dedicated transport whether such transport is purchased through the access tariff or otherwise.

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2.10 SBC MISSOURI will provide Unbundled Network Elements as outlined in this Attachment where facilities exist in SBC MISSOURI's network at the time of CLEC's request. SBC MISSOURI will modify its network as may be required by the Act to make facilities available to CLEC for Unbundled Network Element orders. If facilities are not available, CLEC may request the facilities via the Bona Fide Request process described below.

2.11 CLEC may use one or more Unbundled Network Elements to provide any technically feasible feature, function, or capability that such Unbundled Network Element(s) may provide.

2.12 SBC MISSOURI will provide nondiscriminatory access to the unbundled Network Elements identified and provided for in this Attachment, including combinations of Network Elements and Unbundled Network Elements, subject to the terms and conditions of this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use Network Elements or the Unbundled Network Elements identified in this Attachment to provide a telecommunications service under this Agreement. SBC MISSOURI will allow CLEC to order each Unbundled Network Element individually or in combination with any other Network Elements or any other Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit CLEC to combine such Unbundled Network Elements with other Unbundled Network Elements or Network Elements obtained from SBC MISSOURI or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other Unbundled Network Elements or to interconnect with SBC MISSOURI's network. Any request by CLEC for SBC MISSOURI to provide a type of connection between Network Elements that is not currently being utilized in the SBC MISSOURI network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 2.37.

2.13 When CLEC orders Unbundled Network Elements in combination or as a Commingled Arrangement, and identifies to SBC MISSOURI the type of telecommunications service it intends to deliver to its end user customer through that combination or commingling (e.g., POTS, ISDN), SBC MISSOURI will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SBC MISSOURI provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the Bona Fide Request (BFR) process. For example, loop/switch port combinations ordered by CLEC for POTS service will include, without limitation, MLT testing, real time due date assignment, dispatch

scheduling, service turn-up without interruption of customer service, and speed and quality of maintenance, at parity with SBC MISSOURI's delivery of service to its POTS customers served through equivalent SBC MISSOURI loop and switch ports. Network element combinations provided to CLEC by SBC MISSOURI will meet all performance criteria and measurements that SBC MISSOURI achieves when providing equivalent end user service to its local exchange service customers (e.g., POTS, ISDN).

2.14 For each Unbundled Network Element, to the extent appropriate, SBC MISSOURI will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or 90/10 splitter, or other appropriate demarcation point) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SBC MISSOURI provides contiguous Unbundled Network Elements to CLEC, SBC MISSOURI will provide the existing intermediate connections without demarcation points and provide demarcation points at the ends where the combination is handed off to CLEC.

2.15 In the event that SBC MISSOURI denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with any SBC tariffed service or any network elements possessed by CLEC, SBC MISSOURI shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement or by seeking resolution at the Missouri Commission. In any dispute resolution proceeding, or Commission proceeding, SBC MISSOURI shall have the burden, to prove that (1) such denial is authorized by the FCC's Triennial Review Order or the FCC's TROO, the Missouri Commission's arbitration decisions, or applicable court decisions, including *Verizon Comm. Inc.* or (2) that the combination is not technically feasible and would undermine the ability of other carriers to obtain access to unbundled network elements or to interconnect with SBC MISSOURI's network. Notwithstanding the above, SBC shall install the disputed combination according to the standard intervals and provide the requested combination during the dispute resolution process.

2.16 "Pre-existing Combinations" shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of Unbundled Network Elements."

2.16.1 "Contiguous Interconnection of Network Elements" means the situation when CLEC orders from SBC MISSOURI all of the SBC MISSOURI UNEs required either

- (1) to convert another LEC's pre-existing end user customer who was served by resale or solely by UNEs to CLEC's customer, where CLEC will serve that customer using only UNEs obtained from SBC MISSOURI;
- (2) to convert CLEC's end user customer who was served by resale to being served by UNEs obtained from SBC MISSOURI; to convert to a combination of UNEs-only an SBC-13 STATE End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or CLEC's or another carrier's resale End User customer
- (3) to convert an SBC MISSOURI end user customer to CLEC's customer, where CLEC will serve that customer using only UNEs obtained from SBC MISSOURI; or
- (4) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to CLEC's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, e.g., call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC MISSOURI, the End

User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, e.g., the loop facility is being used to provide both a voice service and also an xDSL service.

## 2.18 Conversion of Wholesale Services to UNEs

2.18.1 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, SBC MISSOURI shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, SBC MISSOURI shall within an agreed upon timeframe determine what new processes are necessary and shall establish ordering processes as soon as reasonably possible, but no later than the agreed upon timeframe. SBC MISSOURI shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines; provided however, that compliance with such Change Management guidelines shall not delay CLEC's conversion request beyond an agreed upon timeframe.

2.18.3 Except as agreed to by the parties, SBC MISSOURI shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs available under Section 251. Nothing in this Section 2.18.3 prohibits SBC MISSOURI from imposing early termination charges otherwise applicable under the state or federal special access tariff to CLEC's termination of existing long-term contract(s) under which CLEC is obtaining a discount.

2.18.4 For UNE conversion orders for which SBC MISSOURI has either a) not developed a process or b) developed a process that falls out for manual handling, SBC MISSOURI will charge CLEC the Electronic Service Order (Flow Thru) Record Simple charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then SBC MISSOURI may charge the applicable service order charges and record change charges.

2.18.5 The Parties agree that converting between wholesale services, such as special access services, and UNEs or UNE combinations should be a seamless process, that would not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Since such conversions will only constitute a record and billing change and in no way impact the physical circuits involved the interval for completing conversions shall be mutually negotiated between the parties. In no event will the conversion interval exceed the standard interval applicable to the UNE(s) or UNE combination to which the wholesale service is being converted. Pricing changes begin the next billing cycle following the conversion request.

2.18.6 Unbundled network elements that have been Declassified will be available to CLEC as UNE combinations under Section 251 during the FCC's mandated transition plan in the TRRO only if CLEC could request and SBC would be required to provide each UNE separately. SBC shall convert wholesale services to a UNE or UNE combination if CLEC would be entitled to obtain that UNE or UNE combination if it ordered it directly and not as a conversion.

2.18.6.1 This section 2.18.6 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an SBC MISSOURI service.

2.18.7 In requesting a conversion of an SBC MISSOURI service, CLEC must submit its orders in accordance with the agreed guidelines and ordering requirements provided by SBC-MISSOURI that are applicable to converting the particular SBC MISSOURI service sought to be converted. SBC MISSOURI shall begin billing CLEC at the pricing

applicable to the converted service arrangement (e.g., UNE Section 251 pricing if applicable) as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not limited to, CLEC's submission of a complete and accurate LSR/ASR requesting the conversion.

2.18.8 Nothing in this Attachment or Agreement is intended to permit or permits CLEC to supersede or dissolve any contract with SBC MISSOURI related to services that might be affected by Section 2.18, including but not limited to, contracts under which CLEC obtains discounted special access services. CLEC may terminate or modify its rights and obligations under any such contract, in whole or in part, only in accordance with its terms, including complying with any early termination penalties or charges that apply.

## 2.19 **Commingling**

2.19.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC MISSOURI, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.

2.19.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.19.1.2 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. SBC MISSOURI shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, SBC MISSOURI shall within an agreed upon timeframe determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided, however, that compliance with such guidelines shall not delay SBC MISSOURI's implementation of Commingling beyond the agreed upon timeframe.

2.19.2 Except as prohibited or restricted, in Section 2 and, further, subject to the other provisions of this Agreement, SBC MISSOURI shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC MISSOURI to the extent required by FCC or MISSOURI Commission rules and orders.

2.19.3 Upon request, and subject to Section 2, SBC MISSOURI shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC MISSOURI (as well as requests where CLEC also wants SBC MISSOURI to complete the actual Commingling), except that SBC MISSOURI shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; or (ii) SBC MISSOURI's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC MISSOURI' network. CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services, and SBC MISSOURI shall not deny access to UNEs and combinations of UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services

2.19.4 The Parties agree that the Commingled Product Set identified in this Attachment shall be available to CLEC upon request as of the effective date of this Agreement. All other requests shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment.

2.19.4.1 SBC MISSOURI is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC On-line." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.

2.19.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, When ordering Commingling or a Commingled Arrangement, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC MISSOURI or another ILEC sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them. SBC MISSOURI shall take all reasonable steps to implement CLEC's request for Commingling or Commingled Arrangement in a manner that minimizes disruption to CLEC's customer's service.

2.19.4.3 SBC MISSOURI shall charge CLEC the non-recurring and recurring rates applicable to the UNE(s), facilities or services that CLEC has obtained at wholesale from SBC MISSOURI. If any Commingling requested by CLEC requires physical work to be performed by SBC MISSOURI, and if an existing charge applies to that work, SBC MISSOURI shall so inform CLEC and, in such instance, SBC MISSOURI shall charge CLEC. A fee shall be calculated using the Time and Material charges as reflected in Appendix Pricing. SBC MISSOURI's Preliminary Analysis to a the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests SBC MISSOURI to perform work not required by this Section 2.19.4, CLEC shall be charged a market-based rate for any such work.

2.19.5 Nothing in this Agreement shall affect any "ratcheting" or "ratchet rate" available as set forth in any SBC MISSOURI tariff, including without limitation SWBT Tariff F.C.C. No. 73 (with "ratcheting" and "ratcheted rate" in this sentence having the meaning(s) as those or similar terms have within the relevant tariff and not in this Agreement). There shall be no blending of the rates of any UNE component(s) of the commingled arrangement with any special access component(s), i.e., no ratcheting of the commingled arrangement.

2.19.6 Nothing in this Agreement shall impose any obligation on SBC MISSOURI to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC, or by the MISSOURI Commission or court decision, imposed by statute, or by FCC or MISSOURI Commission rule.

2.19.7 Where a Commingled Arrangement to be provided to CLEC involves a Section 251 UNE combination as well as Commingling, the eligibility criteria applicable, if any exist, to both Commingling and combinations must be fulfilled.

2.19.8 Intentionally Left Blank

2.19.9 Subject to this 2.19, SBC MISSOURI shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

2.19.9.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC MISSOURI; or

2.19.9.2 Shares part of SBC MISSOURI's network with access or wholesale services

2.20 EELs Eligibility Requirements for Access to Certain UNEs

2.20.1 Notwithstanding anything in this Agreement to the contrary SBC MISSOURI agrees to make available to CLEC Enhanced Extended Links (EELs) and other forms of Unbundled Network Elements Combinations on the terms and conditions set forth below. SBC MISSOURI shall provide UNE combinations upon request, provided that the UNE combination is technically feasible and would not undermine the ability of other carriers to access UNEs or interconnect with SBC MISSOURI's network. SBC MISSOURI shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in the FCC's Triennial Review Order and in this Attachment 6.

2.20.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in Section 2.20.2 below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity Included Arrangements"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 2.20.3 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect.

2.20.1.2.1 an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or

2.20.1.2.2 an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 or loop or a DS3 or higher channel termination service.

2.20.2 SBC MISSOURI shall not provide access to the High-Capacity Included Arrangements (Sections 2.20.1.2.1 and 2.20.1.2.2) unless CLEC satisfies all of the following conditions set forth in Section 2.20.2.1 through 2.20.2.4 for each High-Capacity Included Arrangement requested.

2.20.2.1 CLEC (directly and not via an Affiliate) has received state certification from the MISSOURI Commission to provide local voice service in the area being served.

2.20.2.2 The following criteria must be satisfied for each High-Capacity Included Arrangement, including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

2.20.2.2.1 Each circuit to be provided to each end user will be assigned a local telephone number (NPA-NXX-XXXX), that is associated with local service provided within an SBC MISSOURI local service area and within the LATA where the circuit is located ("Local Telephone Number") prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification; and

2.20.2.2.1.1 Each DS1 equivalent circuit of a DS3 EEL or on any other High-Capacity Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

2.20.2.2.2 Intentionally Left Blank

2.20.2.2.3 Each circuit to be provided to each end user will have 911 or E911 capability prior to the provision of service over that circuit.

2.20.2.2.4 Each circuit to be provided to each end user will terminate in a collocation arrangement that meets the requirements of Section 2.20.3 of this Attachment;

2.20.2.2.5 Each circuit to be provided to each end user will be served by an interconnection trunk that meets the requirements of Section 2.20.4 of this Attachment; and

2.20.2.2.6 For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.20.4 of this Attachment; and

Switching: Each circuit to be provided to each end user will be served by a switch capable of providing local voice traffic.

2.20.3 A collocation arrangement meets the requirements of Section 2.20 of this Attachment if it is:

2.20.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC MISSOURI's premises within the same LATA as the end user's premises, when SBC MISSOURI is not the collocator; or

2.20.3.2 Located at a third party's premises within the same LATA as the end user's CLEC's premises, when SBC MISSOURI is the collocator.

2.20.4 An interconnection trunk meets the requirements of Sections 2.20.2.2.5 and 2.20.2.2.6 of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the Included Arrangement.

2.20.5 For a new circuit to which Section 2.20.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.20.2.2.1 and Section 2.20.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.20.2.2.1 and/or Section 2.20.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC MISSOURI provisions such new circuit. CLEC must provide SBC MISSOURI with sufficient proof that such assignment and/or implementation has occurred by the end of such 30<sup>th</sup> day.

2.20.5.1 Existing circuits, including conversions or migrations are governed by Section 2.20.2. Section 2.20.5 does not apply to existing circuits to which Section 2.20.2.2.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.20.2.2.1 and Section 2.20.2.2.2 requirements for existing circuits at the time it initiates the ordering process).

2.20.6 Before accessing (1) a converted High-Capacity Included Arrangement, (2) a new High-Capacity Included Arrangement, or (3) part of a High-Capacity Included Arrangement that is a commingled EEL as a UNE, CLEC must certify to all of the requirements set out in Section 2.20.2. CLEC may provide this certification by sending a confirming letter to SBC MISSOURI or by completing a form provided by SBC MISSOURI either on a single circuit or a blanket basis at CLEC's option. A disconnect notice for any single circuit shall be sufficient to constitute notification to SBC MISSOURI that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, CLEC may provide written notification to SBC MISSOURI from time to time, or will provide in response to

SBC MISSOURI request made no more often than once each calendar year, certifying that its circuits satisfy all of the requirements of Section 2.20.2. CLEC must provide the certification required by this Section 2.20.6 on a form provided by SBC MISSOURI, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.

2.20.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly within 2 business days with SBC MISSOURI.

2.20.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, SBC MISSOURI may obtain and pay for an independent auditor to audit, on an annual basis, applied on a state-by-state basis, CLEC's compliance in Missouri with the conditions set out in Section 2.20.7 through 2.20.7.4. For purposes of calculating and applying an "annual basis", it means, a consecutive 12-month period, beginning upon SBC MISSOURI's written notice that an audit will be performed for MISSOURI, subject to Section 2.20.7.4 of this Section.

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2.20.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.20.

2.20.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.20.7.4 Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Section 2.20, CLEC must true-up any difference in payments paid to SBC MISSOURI and the rates and charges CLEC would have owed SBC MISSOURI beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.20 of this Attachment is effective, CLEC shall submit orders to SBC MISSOURI to either convert all noncompliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the correct rates and charges for each converted circuit beginning with the next billing cycle following SBC MISSOURI's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Missouri Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. With respect to any noncompliant circuit for which CLEC fails to submit a conversion order or dispute the auditor's finding within such 30-day time period, SBC MISSOURI may initiate and effect such a conversion on its own without any further consent by CLEC. CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services. Conversion shall not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Under no circumstances shall conversion result in overtime charges being billed to CLEC for any work performed by SBC MISSOURI unless CLEC agrees to such charges in advance. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the Service Eligibility Requirements conditions set forth in this Section 2.20 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Missouri Commission and if the Commission upholds the auditor's finding, CLEC shall true-up the payments made at UNE rates and the payments it should have paid.

2.20.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with the Service Eligibility Requirements Criteria, CLEC shall reimburse SBC MISSOURI for the actual cost of the independent auditor's work performed in auditing CLEC's compliance with the Service Eligibility Requirements and for SBC MISSOURI's necessary and reasonable internal costs incurred conducting the audit in the same manner and using the same methodology and rates that SBC MISSOURI is required to pay CLEC's costs under Section 2.20.7.4.2.

2.20.7.4 To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements Criteria, SBC MISSOURI shall reimburse CLEC for its necessary and reasonable staff time and other internal reasonable staff time and other reasonable costs associated with in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc).

2.20.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation. CLEC will maintain this documentation for the Term of the Agreement plus a period of two years.

2.20.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.20 in all cases and, further, the failure of SBC MISSOURI to require such compliance, including if SBC MISSOURI provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 2.20, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

## 2.21 **Reservation of Rights/Intervening Law**

2.21.1 SBC MISSOURI's provision of UNEs identified in this Attachment is subject to the intervening law/change in law language in the GT&Cs of this Agreement and applicable law, including but not limited to, Section 251(d) of the Federal Act.

2.22 Various Subsections below list the Unbundled Network Elements that SBC MISSOURI has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. SBC MISSOURI will make additional Unbundled Network Elements available pursuant to the BFR process set out in Section 2.37 of this Attachment.

2.23 Subject to the terms herein, SBC MISSOURI is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. SBC MISSOURI is not otherwise responsible for the telecommunications services provided by CLEC through the use of those elements.

2.24 Except upon request, SBC MISSOURI will not separate preexisting combinations of network elements that are already combined in SBC MISSOURI's network.

2.25 Where Unbundled Network Elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SBC MISSOURI for future provisioning needs, unless such element is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of CLEC's End User's Services.

2.26 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

2.27 SBC MISSOURI will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of SBC MISSOURI's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major network facilities change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SBC MISSOURI and CLEC.

2.28 The use of the term "lease" herein notwithstanding, Network Elements and Section 251 and Section 271 Unbundled Network Elements provided to CLEC under the provisions of this Attachment will remain the property of SBC MISSOURI.

2.29 The Section 251 and Section 271 Unbundled Network Elements and Network Elements provided pursuant to this Agreement will be available to SBC MISSOURI at times mutually agreed upon in order to permit SBC MISSOURI to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments

2.30 Except as provided in other Attachments to this Agreement, CLEC's use of any SBC MISSOURI Section 251 and Section 271 Unbundled Network Element or Network Element, or of its own equipment or facilities in conjunction with any SBC MISSOURI Section 251 and Section 271 Unbundled Network Element or Network Element, will not materially interfere with or impair service over any facilities of SBC MISSOURI, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC MISSOURI 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 Section 251 and Section 271 Unbundled Network Element(s) or Network Element causing the violation.

2.31 SBC MISSOURI and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what SBC MISSOURI provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.

2.32 Order rejections and error codes

2.32.1 SBC MISSOURI shall advise CLEC of all errors that could cause a reject on an order on the initial rejection, with an explanation for each error. The explanations can continue to be in the form of the standard error codes.

2.32.2 SBC MISSOURI shall notify CLEC thirty (30) days in advance of changes/additions to its error standard error codes

2.33 Performance of Unbundled Network Elements

2.33.1 Each Section 251 and Section 271 Unbundled Network Element provided by SBC MISSOURI to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SBC MISSOURI provides to itself. Each Section 251 and Section 271 Network Element will be provided in accordance with SBC MISSOURI Technical Publications or other written descriptions, as approved by the MISSOURI Commission. SBC MISSOURI will file its Technical Publications with the Commission and such Technical Publications will be deemed approved within ten (10) business days of filing unless suspended by the Commission. If a Technical Publication is suspended, the Commission shall approve the Technical Publication or deny approval for

good cause within forty-five (45) days of filing. Further, changes may be made from time to time by joint agreement of SBC MISSOURI and the affected CLEC, and where CLEC agreement cannot be obtained, as changed with the approval of the MISSOURI Commission. Such publications will be shared with CLEC. CLEC may request, and SBC MISSOURI may provide, to the extent technically feasible, Section 251 and Section 271 Unbundled Network Elements or Network Elements that are superior or lesser in quality than SBC MISSOURI provides to itself and such service will be requested pursuant to the BFR process.

2.33.2 SBC MISSOURI will provide an SBC MISSOURI Technical Publication or other written description for each Section 251 and Section 271 Unbundled Network Element identified and offered under this Agreement. The Technical Publication or other description for an Unbundled Network Element will describe the features, functions, and capabilities provided by the Unbundled Network Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Unbundled Network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Unbundled Network Element. The Technical Publications or other written description shall be posted on SBC MISSOURI's CLEC Online website.

2.33.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which could reasonably be expected to materially impact the other Party's service consistent with the timelines and guidelines established by 47 CFR Sections 51:325-335. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SBC MISSOURI, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.33.4 SBC MISSOURI will provide notification of network changes in accordance with 47 CFR Section 51:325-335.

2.33.5 For Unbundled Network Elements purchased through the BFR Process, SBC MISSOURI, in its discretion, will determine whether it can offer the applicability of the preceding Section on a case-by-case basis.

2.33.6 For each Section 251 and Section 271 Unbundled Network Element identified and provided for in this Attachment, SBC MISSOURI Technical Publications or other written descriptions meeting the requirements of this Section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.

2.33.7 SBC MISSOURI will provide performance measurements as outlined in Attachment 17 under this Agreement. SBC MISSOURI will not levy a separate charge for providing this information.

2.34 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will mutually agree which requirement will apply.

2.35 When CLEC purchases Unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to CLEC local service customers, SBC MISSOURI will not collect access charges from CLEC or other IXCs except for charges for exchange access transport services that an IXC elects to purchase from SBC MISSOURI.

2.36 CLEC will connect equipment and facilities that are compatible with the SBC MISSOURI Unbundled Network Elements.

2.37 Bona Fide Request (BFR)

2.37.1 The sections below identify Unbundled Network Elements and provide terms and conditions on which SBC MISSOURI will offer them to CLEC. Any request by CLEC for an additional Unbundled Network Element will be considered under the procedures set forth below. Bona Fide Request (“BFR”) is the process by which CLEC may submit a request for SBC MISSOURI to provide access to a Network Element that is new, undefined, or part of a Commingled Arrangement not identified in Appendix, (a “Request”), that is required to be provided by SBC MISSOURI under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request. Where facilities and equipment are not available, CLEC may request and, to the extent required by law and as SBC MISSOURI may otherwise agree, SBC MISSOURI will provide Unbundled Network Elements through the BFR process.

2.37.2 SBC MISSOURI will promptly consider and analyze access to a new Unbundled Network Element with the submission of an Unbundled Network Element BFR hereunder. The Unbundled Network Element BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

2.37.3 CLEC may submit an Unbundled Network Element BFR in writing utilizing the Unbundled Network Element BFR Application Form, which will include a technical description of each requested Unbundled Network Element, drawings when reasonably necessary, locations where reasonably necessary a reasonably requested date when interconnection is requested and the projected quantity of interconnection points ordered with a three (3) year demand forecast.

2.37.4 Unless the Parties otherwise agree, the Unbundled Network Element BFR must be priced in accordance with Section 252(d)(1) of the Act.

2.37.5 CLEC may cancel an Unbundled Network Element BFR by providing written notice to SBC MISSOURI in a commercially reasonable manner; provided however, that CLEC will pay SBC MISSOURI its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC MISSOURI receives notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and if CLEC has provided SBC MISSOURI a deposit and the reasonable and demonstrable costs are less than the deposit, the remaining balance of the deposit will be, at CLEC’s option, either returned to CLEC or credited toward additional developmental costs authorized by CLEC. Such cancellation occurs later than ninety (90) calendar days from the date SBC MISSOURI provides its Final Quote, CLEC shall pay SBC all reasonable costs incurred in developing the new element.

2.37.6 SBC MISSOURI will promptly consider and analyze each BFR it receives. Within ten (10) business days of its receipt, SBC MISSOURI will acknowledge receipt of the Unbundled Network Element BFR and in such acknowledgement advise CLEC of any further information needed for a complete and accurate Unbundled Network Element BFR Application Form. CLEC acknowledges that the time intervals set forth hereafter in this section begin once SBC MISSOURI has received a complete and accurate Unbundled Network Element BFR Application Form.

2.37.7 Except under extraordinary circumstances, within thirty (30) days of its receipt of an Unbundled Network Element BFR, SBC MISSOURI will provide to CLEC a preliminary analysis of such Unbundled Network Element BFR. The preliminary analysis will (i) indicate that SBC MISSOURI will offer the request to CLEC or (ii) advise CLEC that SBC will deny its request, (i.e., that access to the Unbundled Network Element BFR is not technically feasible or does not qualify as an Unbundled Network Element that SBC MISSOURI must provide under the Act. If CLEC has paid a deposit, SBC will issue a credit to CLEC, less SBC MISSOURI’s reasonable and demonstrable costs.

2.37.8 Following receipt of the Preliminary Analysis, CLEC may, at its discretion, provide written authorization to SBC MISSOURI to develop the Unbundled Network Element BFR and prepare a BFR Final Quote. CLEC must provide such written authorization within thirty (30) calendar days of receipt of the preliminary analysis. If written

authorization is not provided to SBC MISSOURI within thirty (30) calendar days, the Unbundled Network Element BFR will be deemed cancelled, and CLEC will be required to submit a new Unbundled Network Element BFR thereafter should CLEC desire pursuit of a similar Unbundled Network Element.

2.37.9 As soon as feasible, but not more than ninety (90) days after its receipt of written authorization to proceed with developing the Unbundled Network Element BFR Final Quote, SBC MISSOURI shall provide CLEC an Unbundled Network Element BFR Final Quote that will include, at a minimum, a description of each Unbundled Network Element, the availability, the applicable rates to include costs, the installation intervals, Unbundled Network Element BFR development and processing costs and terms and conditions for amending the Agreement to order and provision the Unbundled Network Element BFR.

2.37.10 Within thirty (30) calendar days of its receipt of the Unbundled Network Element BFR Final Quote, CLEC must either (1) confirm or cancel its Unbundled Network Element BFR pursuant to the terms and conditions of the Unbundled Network Element BFR Final Quote or (2) submit any disputed issues with the Unbundled Network Element BFR Final Quote for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement. If CLEC confirms and authorizes the implementation of the requested service as outlined on the BFR, and provides payment of the amount quoted, minus a deposit (if paid), SBC MISSOURI will promptly proceed with developing and providing the Unbundled Network Element.

2.37.11 If a Party to an Unbundled Network Element BFR believes that the other Party is not requesting, negotiating or processing the Unbundled Network Element BFR in good faith, or disputes a determination, or price or cost quote, such Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement which also provides for mediation or arbitration proceedings as needed.

2.37.12 If SBC MISSOURI provides any Unbundled Network Element not identified in this Agreement to a requesting Telecommunications Carrier through the BFR process, SBC MISSOURI will make available the same Unbundled Network Element, combination or interconnection arrangement to all CLECs, without requiring any additional CLEC to use the Bona Fide Request process. SBC MISSOURI shall notify all CLECs, through Accessible Letter, that an Unbundled Network Element will be available as a result of a BFR; such notice shall be provided no later than thirty (30) days prior to the new Unbundled Network Element's availability. Whenever CLEC requests to purchase a particular SBC MISSOURI Unbundled Network Element that is developed and operational at the time of the Unbundled Network Element BFR, but for which no Unbundled Network Element price has been established or agreed by the Parties, CLEC's request will be considered as follows: SBC MISSOURI will provide a price quote for the Unbundled Network Element BFR, consistent with the Act, within ten (10) business days following SBC MISSOURI's receipt of CLEC's request. If the Parties have not agreed on a price for the Unbundled Network Element within ten (10) business days following CLEC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.

2.37.13 After the Parties to an Unbundled Network Element BFR have reached agreement on terms, conditions and rates for the Unbundled Network Element BFR, they shall jointly cooperate in preparing and filing an amendment to this Agreement for the ordering and provisioning of the Unbundled Network Element BFR

### **3.0 NETWORK INTERFACE DEVICE**

3.1 Apart from its obligation to provide the Network Interface Device (NID) functionality as part of an unbundled loop or subloop, SBC MISSOURI shall also provide nondiscriminatory access to the NID as a UNE, consistent with Section 2.1 of this Attachment UNE, SBC MISSOURI shall provide Network Interface Device under the following terms and conditions in this subsection.

3.2 The Network Interface Device (NID) UNE is defined as any means of interconnection of end user customer premises wiring to SBC MISSOURI' distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user's inside wire. Except in multi-unit tenant properties where SBC MISSOURI owns and maintains control over inside wire within a building or on a property up to the NID, maintenance and control of the end user's inside wiring (i.e., on the end user's side of the NID) is under the control of the end user. Conflicts between telephone service providers for access to the end user's inside wire on the end user's side of the NID must be resolved by the end user. Pursuant to applicable FCC rules, SBC MISSOURI offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the NID is offered as specified below.

3.3 CLEC may obtain unbundled access to the NID on SBC MISSOURI's network side on a stand-alone basis to permit CLEC to connect its own loop facilities to the premises wiring at any customer locations. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by SBC MISSOURI based on Time and Material charges set out in Appendix Pricing. SBC MISSOURI, at the request of CLEC, will disconnect the SBC MISSOURI local loop from the NID, at charges reflected in Appendix Pricing. CLEC may elect to disconnect SBC MISSOURI's local loop from the NID on the customer's side of the NID, but CLEC shall not perform any disconnect on the network side of the NID.

3.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via SBC MISSOURI's NID.

3.5 SBC MISSOURI shall be under no obligation to install a NID in order to enable CLEC to interconnect to such NID, but SBC MISSOURI shall make available to CLEC any NID that exists at the time CLEC seeks interconnections to a NID to serve an end user customer. The NIDs that CLEC uses under this Attachment will be existing NIDs installed by SBC MISSOURI to serve its End Users.

3.6 Neither Party shall attach to or disconnect the other Party's ground. Neither Party shall cut or disconnect the other Party's loop from the NID and/or its protector. Neither Party shall cut any other leads in the NID.

3.7 If CLEC requests any additional types of access to the NID not specifically referenced above, SBC MISSOURI will consider the requested type of access via a mutually feasible method, to be facilitated via the Bona Fide Request (BFR) Process.

#### **4.0 LOCAL LOOP**

4.1 Consistent with Section 2.1 of this Attachment UNE, SBC MISSOURI shall provide Unbundled Local Loop under the following terms and conditions.

4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at an premises. Therefore, consistent with the applicable FCC rules, SBC MISSOURI will make available the UNE loops set forth herein below between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at an premises. The Parties acknowledge and agree that SBC MISSOURI shall not be obligated to provision any of the UNE loops provided for herein to cellular sites. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned or controlled by SBC MISSOURI. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning Local Loop UNE includes, but is not limited to (DS1, DS3, fiber, and other high capacity loops to the extent required by

applicable law, and where such loops are deployed in SBC MISSOURI wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In accordance with 47 C.F.R. 51.319(a)(9), SBC MISSOURI shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this agreement.

4.2.1 When a local loop UNE is ordered to a high voltage area, the Parties understand and agree that the local loop UNE will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's end-user customer. Therefore, any request by CLEC for a local loop UNE to a high voltage area will be submitted by CLEC to SBC MISSOURI. If CLEC requests that SBC MISSOURI provision the HVPE, CLEC shall be required to pay SBC MISSOURI on an ICB basis for the HVPE that is provisioned by SBC MISSOURI to CLEC in connection with the CLEC's UNE loop order to the high voltage area.

#### 4.3 Routine Network Modifications to UNE loops

4.3.1 SBC MISSOURI shall make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. SBC MISSOURI shall perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

4.3.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that SBC MISSOURI ordinarily attaches to a loop to activate such. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC MISSOURI is not obligated to perform those activities for CLEC.

4.3.3 Routine network modifications do not include constructing new loops; installing new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.

4.3.4 SBC MISSOURI shall determine whether or how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC MISSOURI'S retail customers.

#### 4.3.5 Intentionally Left Blank

4.3.6 SBC MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in this Attachment and in the Schedule of Prices.

4.4 The following types of local loop UNEs will be provided at the rates, terms, and conditions set out in this Attachment and in the Appendix Pricing UNE - Schedule of Prices:

#### 4.4.1 2-Wire Analog Loop

4.4.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start or ground start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.4.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) SBC MISSOURI will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, SBC MISSOURI will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

#### 4.4.2 4-Wire Analog Loop

4.4.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

#### 4.4.3 2-Wire Digital Loop

4.4.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

#### 4.4.4 4-Wire DS1 Digital Loop

4.4.4.1 A DS1 4-Wire 1.544 Mbps digital loop is a transmission facility from the SBC MISSOURI Central Office to the end user premises that will support DS1 service (i.e., usable bandwidth up to 1.544 Mbps) including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

4.4.4.2 DS1 loops will be available to CLEC, without limitation, regardless of the technology used to provide such loops, e.g., 2-wire and 4-wire HDSL or SHDSL, fiber optics, used by SBC MISSOURI to provision such loops.

#### 4.4.5 DS3 Digital Loop

4.4.5.1 A DS3 loop provides a digital, 45 Mbps transmission facility from the SBC MISSOURI Central Office to the end user premises.

#### 4.6 Hybrid Loops

4.6.1 A hybrid loop is a local loop composed of both fiber, usually in the feeder plant, and copper wire or cable, usually in the distribution plant. At CLEC's request, SBC MISSOURI shall provide CLEC access to a hybrid loop as set forth in this Section.

4.6.2 For narrowband access, SBC MISSOURI shall provide non-discriminatory access either to an entire hybrid loop capable of voice grade services (i.e. equivalent to DS0 capacity) using time division multiplexing; or to a spare home-run copper loop serving that customer on an unbundled basis.

4.6.3 Fiber to the Home Loops – A fiber to the home loop (FTTH) is a local loop consisting of entirely fiber cable, whether dark or lit, and serving an end user's customer premises. SBC MISSOURI shall provide access to FTTH consistent with the terms set forth below.

4.6.4 SBC MISSOURI must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless SBC MISSOURI retires the copper loop pursuant to Section 51.319(a)(3)(iii).

4.6.5 If SBC MISSOURI maintains the existing copper loop pursuant to Section 51.319(a)(3)(ii)(A) it need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case SBC MISSOURI shall restore the copper loop to serviceable condition upon request.

4.6.6 Should SBC MISSOURI retire the copper loop pursuant to Section 51.319(a)(3)(iii) it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop on an unbundled basis.

4.6.7 Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop, SBC MISSOURI must comply with:

4.6.7.1 The network disclosure requirements set forth in section 251(c)(5) of the Act and in ¶ 51.325 through ¶ 51.335; and

4.6.7.2 Any applicable state requirements

#### 4.7 Access to Loops

4.7.1 The FCC determined in the TRRO that CLECs' access to high-capacity loops under Section 251 shall be limited with respect to loops obtained to serve buildings in certain locations. For purposes of this Section 4.7, the following definitions apply:

(A) A "fiber-based collocator" is defined in accordance with 47 C.F.R. 51.5.

(B) A "building" is a permanent physical structure in which people reside, or conduct business or work on a daily basis and which has a unique street address assigned to it. With respect to a multi-tenant property with a single street address, an individual tenant's space shall constitute one building for purposes of this Attachment (1) if the multi-tenant property is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high-rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Section 4.7. A building for purposes of this Section 4.7 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area so long as such structures have a unique street address. Under no circumstances shall educational, governmental, medical, research, manufacturing, or transportation centers that consist of multiple permanent physical structures on a contiguous property and are held under common ownership be considered a single building for purposes of this Section 4.7.

(C) A "business line" is defined in accordance with 47 C.F.R. 51.5.

4.7.1.1 SBC shall provide CLEC DS1 loops to any building that is not served by an SBC wire center with at least 60,000 business lines and at least four-fiber based collocators, except that CLEC shall not be entitled to obtain more than 10 DS1 loops to a single building.

4.7.1.2 SBC shall provide CLEC DS3 loops to any building not served by a wire center with at least 38,000 business lines and at least four fiber-based collocators, except that CLEC shall not be entitled to obtain more than one DS3 loop to a single building.

4.7.1.3 The Parties agree that activity by SBC under this Section 4.7 shall not be subject to the Network Disclosure Rules.

4.7.2 Declassified DS1 and DS3 loops in the Embedded Base—See Remand Order Embedded Base Temporary Rider

4.7.3 CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE loop intended to be used to serve a new customer (i.e. ordered on or after March 11, 2005 and, therefore, not part of CLEC's embedded customer base) satisfies the availability criteria set forth in Section 4.7.1 above prior to submitting its order to SBC MISSOURI. SBC MISSOURI has posted and will post a list to its CLEC-Online website, identifying the wire centers where DS1 and DS3 UNE Loops are Declassified under Sections 4.7.1.1 and 4.7.1.2, above, and those Sections shall apply. For situations where SBC MISSOURI's posted list does not identify a wire center(s) relevant to CLEC's order for DS1 or DS3 UNE Loop(s), CLEC shall self-certify, if requested to do so by SBC MISSOURI, that based on that reasonable inquiry it is CLEC's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 4.7.1 as to the particular UNE(s) sought. SBC MISSOURI shall provision the requested DS1 or DS3 loop in accordance with CLEC's order and within SBC MISSOURI's standard ordering interval applicable to such loops. SBC MISSOURI shall have the right to contest such orders, and CLEC's ability to obtain a requested DS1 or DS3 UNE Loop only after provisioning, by notifying CLEC in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of SBC MISSOURI's written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that CLEC was not entitled to the provisioned DS1 or DS3 UNE Loop, the rates paid by CLEC for the affected Loop shall be subject to true-up and CLEC shall be required to transition from the UNE DS1 or DS3 Loop to an alternative service/facility within 30 days of such determination. If CLEC does not transition the Loop within the 30 day period, then SBC MISSOURI may disconnect the loop or convert it to an analogous service.

4.8 Transition for existing Section 251 unbundled DS1 and DS3

4.8.1 SBC MISSOURI will provide written notice to CLEC no later than February 10, 2006 of the DS1 and DS3 loops that are required to be transitioned to other facilities by March 11, 2006. If CLEC has not submitted an LSR or ASR, as applicable, to SBC MISSOURI requesting conversion of the Declassified loop(s) to a Section 271 unbundled DS1 and/or DS3 loops or to another wholesale service, then on March 11, 2006, SBC MISSOURI shall convert the Declassified loop(s) to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as SBC MISSOURI and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale). Conversion of loops shall be performed in a manner that minimizes the disruption or degradation to CLEC's customer's service, and at no charge to CLEC.

4.8.2 As of the date of conversion of DS1 and/or DS3 loops under Section 4.8.1 above, any services or products provided by SBC MISSOURI in conjunction with such Loops (e.g. Cross-Connects) shall be billed at wholesale rates. Cross-connects obtained under SBC MISSOURI's physical collocation tariff shall not be repriced to access rates.

## 5.0 DARK FIBER LOOPS AND DARK FIBER DEDICATED TRANSPORT

5.1 Dark fiber is fiber which has not been activated through connection to the electronics that “light” it and render it capable of carrying telecommunications services. Dark fiber is unlit optic cable that is deployed within SBC MISSOURI’s network that is in place and easily called into service. Unlit fiber is dark fiber regardless of whether the fiber is spliced or terminated. Dark fiber, includes unlit fiber that could be, but is not currently, spliced or terminated in any segment including any “dead count,” as well as point to point but not assigned segments. Spare dark fiber is determined by the formula in Section 5.

5.2 SBC MISSOURI will provide loop and sub-loop dark fiber as an Unbundled Network Element Under Section 271 of the Act. All SBC MISSOURI dark fiber from any SBC MISSOURI wire center to a customer premise is included as a loop dark fiber irrespective of the serving wire center for such location.

### 5.3 Dark Fiber Transport

5.3.1 At unbundled dedicated transport dark fiber segments in routes that have not been Declassified, SBC MISSOURI will provide a UNE Dedicated Transport Dark Fiber segment that is considered “spare” as defined in Section 5.5 and 5.6 below. UNE Dedicated Transport Dark Fiber is defined as SBC MISSOURI dark fiber interoffice transmission facilities dedicated to CLEC that are within SBC MISSOURI’s network, connecting SBC MISSOURI switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the SBC MISSOURI network and CLEC’s network or the location of CLEC equipment. SBC MISSOURI will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each SBC MISSOURI CO where the requested UNE Dedicated Transport Dark Fiber(s) terminate.

5.3.2 SBC MISSOURI will provide dark fiber transport under Section 251 between any pair of its wire centers, except where both wire centers defining the route are either Tier 1 or Tier 2 wire centers. SBC’s wire centers in MISSOURI shall be classified as either Tier 1, Tier 2 or Tier 3 as follows:

#### 5.3.3 Wire Center “Tiers”

(A) Tier 1 wire centers are those SBC MISSOURI wire centers that contain at least four fiber-based collocators, at least 38,000 business line, or both. Tier 1 wire centers also are those SBC MISSOURI tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

(B) Tier 2 wire centers are those SBC MISSOURI wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

(C) Tier 3 wire centers are those SBC MISSOURI wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.

5.3.4 *The Parties agree that activity by SBC under this Section 5.3 shall not be subject to the Network Disclosure Rules.*

5.3.5 *Loop Dark Fiber -- Loop Dark Fiber provided under Section 251 is addressed in the Embedded Base Rider*

### 5.4 Spare Fiber Inventory Availability and Condition

5.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for SBC MISSOURI's forecasted growth, defective fibers, or assigned fibers. CLEC will not obtain any more than 25% of the spare dark fiber contained in the requested segment, during any two-year period.

5.4.2 Determining Spare Fibers:

5.4.2.1 SBC MISSOURI will inventory dark fibers. Spare fibers do not include the following:

5.4.2.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

Cables with 24 fibers and less: two maintenance spare fibers  
Cables with 36 and 48 fibers: four maintenance spare fibers  
Cables with 72 and 96 fibers: eight maintenance spare fibers  
Cables with 144 fibers: twelve maintenance spare fibers  
Cables with 216 fibers: 18 maintenance spares  
Cables with 288 fibers: 24 maintenance spares  
Cables with 432 fibers: 36 maintenance spares  
Cables with 864 fibers: 72 maintenance spares.

5.4.3.2.2 Defective fibers. Defective dedicated transport dark fiber, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

5.4.2.2.1 SBC MISSOURI growth fibers. Fibers documented as reserved by SBC MISSOURI for utilization for growth within the 12 month-period following the carrier's request.

5.4.2.2.2 Assigned fibers. Dedicated transport dark fiber with SBC MISSOURI or other CLEC working or pending optronics installations.

5.4.3 The appropriate SBC MISSOURI engineering organization will maintain records on each fiber optic cable for which CLEC requests dark fiber.

5.4.4 Intentionally Left Blank

5.4.5 Quantities and Time Frames for ordering Dark Fiber:

5.4.5.1 The minimum number of fiber strands that CLEC can order is one, and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, SBC MISSOURI will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.

5.4.5.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as set forth in the Appendix Pricing.

5.4.5.3 If spare dark fiber is available, as determined under this Agreement, SBC MISSOURI will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.

5.4.5.4 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities will be assigned. The charges are set forth in the Pricing Appendix.

#### 5.4.6 Right of Revocation of Access to Dark Fiber

5.4.6.1 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date SBC MISSOURI provided the fiber(s), SBC MISSOURI may revoke CLEC's access to dark fiber and recover those fiber facilities and return them to SBC MISSOURI inventory. SBC MISSOURI may invoke this right by providing 10 days written notice to CLEC that SBC MISSOURI is reclaiming the fibers.

5.4.6.2 SBC MISSOURI may reclaim from the CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to CLEC. SBC MISSOURI will provide an alternative facility for the CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. SBC MISSOURI must also demonstrate to CLEC that the dark fiber will be needed to meet SBC MISSOURI's bandwidth requirements within the 12 months following the revocation.

#### 5.4.7 Access Methods specific to Dark Fiber

5.4.7.1 At SBC MISSOURI central offices' the dark fiber terminates on a fiber distribution frame, or equivalent, in the central office. CLEC's access is provided through an approved collocation access. CLEC may collocate, providing collocation application and associated criteria are met, when seeking interconnection. The only method of access for placing equipment for Dark fiber is collocation.

5.4.7.2 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC MISSOURI approved splitter shelf. This arrangement allows for non-intrusive testing.

5.4.7.3 At central office's dark fiber terminates on a fiber distribution frame, or equivalent in the central office.

#### 5.4.8 Installation and Maintenance for Dark Fiber

5.4.8.1 SBC MISSOURI will install demarcations and place the fiber jumpers from the fiber distribution frame, or equivalent, optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

5.4.8.2 Routine Network Modifications for Unbundled Dark Fiber Loops Provided Under Section 271 and for Unbundled Dark Fiber Transport Provided Under Section 251 or Section 271.

5.4.8.2.1 SBC MISSOURI shall make routine network modifications to UNE unbundled Dedicated Transport Dark Fiber and loop dark fiber facilities used by CLEC for the provision of telecommunication services where the requested UNE Dedicated Transport Dark Fiber or loop dark fiber facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to UNE unbundled Dedicated Transport Dark Fiber and loop dark fiber in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport Dark Fiber or loop dark fiber being accessed was constructed on behalf, or in accordance with the specifications, for CLEC .

5.4.8.2.2 SBC MISSOURI shall make routine network modifications to UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested UNE Dedicated Transport Dark Fiber facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to

whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

5.4.8.2.3A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting telecommunications carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dedicated transport dark fiber (i.e., optronics), and SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.

5.5 Conversion or Repricing of Declassified Dark Fiber Loops and Transport During the Transition Period. See Remand Order Embedded Base Temporary Rider

5.5.1 In its TRO Remand Order, the FCC determined that all dark fiber loops shall be Declassified and that dark fiber dedicated transport shall be Declassified on those routes where both SBC wire centers are classified as either Tier 1 or Tier 2. As a result, SBC MISSOURI shall not be required to provide and CLEC shall not order such Declassified dark fiber loop and/or dark fiber transport as Section 251 UNEs. SBC MISSOURI shall continue to provide any existing Section 251 unbundled dark fiber loops and any existing Declassified dark fiber transport circuits for a transition period of 18 months from March 11, 2005. At the expiration of that transition period, if CLEC has not submitted an LSR or ASR, as applicable, to SBC MISSOURI requesting disconnection or conversion of the Declassified dark fiber loops and/or Declassified dark fiber transport circuit(s) to a Section 271, special access or other wholesale service, SBC MISSOURI shall convert the Declassified dark fiber loops and/or Declassified dark fiber transport circuit(s) to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as SBC MISSOURI and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and SBC MISSOURI have failed to reach agreement as to a substitute service within by March 12, 2006, , then CLEC may submit a BFR no later than April 12, 2006. If CLEC has not submitted a BFR by April 12, 2006, then SBC MISSOURI may disconnect the Declassified dark fiber loops and/or dark fiber transport circuit(s). Conversion of dedicated transport circuits shall be performed in a manner that minimizes the disruption or degradation to CLEC's customer's service, and at no charge to CLEC.

## **6.0 FOR EMBEDDED BASE TRANSITION SEE "REMAND ORDER EMBEDDED BASE TEMPORARY RIDER."**

6.1 Unbundled Local Switching, as an unbundled network element under Section 251, shall be available to CLEC under the transition plan described in the FCC's TRO Remand Order and implemented in Section 7.1 of this Attachment 6. Unbundled Local Switching as an unbundled network element under Section 271 and to the extent it is available under Section 251, shall be provided in accordance with Sections 6.2 through 6.9 inclusive, below.

6.1.1 SBC MISSOURI will provide SS7 signaling in conjunction with inter-switch calls originating from an ULS-ST port. CLEC will be charged for the use of such SBC MISSOURI SS7 signaling on a per-call basis as identified as Standard Set-up per Call Attempt as listed in the Pricing Schedule.

6.2 Consistent with Section 2.0 of this Attachment UNE, SBC MISSOURI shall provide Unbundled Local Circuit Switching, including tandem switching (ULS) under the following terms and conditions.

6.2.1 Definitions

6.2.1.1 ULS is defined as (1) all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (2) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.

6.3 ULS-ST includes the same basic capabilities that are available to SBC MISSOURI's customers, such as telephone number, dial tone, signaling and access to 911, operator services, directory assistance, and features and functions necessary to provide services required by law. In addition, ULS-ST includes line class codes that reside in the SBC MISSOURI local switch which provide and identify the calling scope or multiple calling scopes of a local subscriber. The one way extended area line class codes, as part of ULS-ST, may be combined with Unbundled Local Loops to provide subscriber services on a local and/or one-way expanded local basis similar to what SBC MISSOURI provides for its customers.

6.4 The ULS element also includes access to all call origination and completion capabilities (including intraLATA and interLATA calls), and CLEC is entitled to all revenues associated with its use of those capabilities, including access and toll revenues. SBC MISSOURI will provide CLEC with recordings and up-to-date call routing tables used by SBC MISSOURI in determining call jurisdiction based upon originating and terminating NPA NXX which will permit it to collect all access or toll revenues associated with the use of the local switching element.

6.5 SBC MISSOURI shall provide, as part of ULS-ST, access to the most current NPA NXX calling scope tables necessary for CLEC to distinguish between SBC MISSOURI's routing of local, extended metro service, extended area service and ELCS service, including two-way and one-way extended calls,

6.5.1 SBC MISSOURI will provide CLEC with the information CLEC needs to determine, based upon originating and terminating NPA NXX, whether a call originating from a ULS element with a dialing plan equal to the plan established in the office for SBC MISSOURI's own customers, is local, one-way expanded local, two-way expanded local, extended area calling service, toll or any other jurisdiction, and such information will be made available by SBC MISSOURI so that such determination can be made accurately as of the date and time any such call is carried.

6.5.2 SBC MISSOURI will provide the ULS element so that the dialing plan associated with the port will be equal to the dialing plan established in the office for SBC MISSOURI's own customers. When the established dialing plan calls for 10 digit dialing it will apply equally to Unbundled Local Switching purchased by CLEC.

#### 6.5.3 UNE Coin Language

6.5.3 SBC MISSOURI will provide upon request new Line Class Codes ("New LLCs") on SBC MISSOURI's switches serving MISSOURI that provide an Analog Line Port with Coin Identification to allow for the identification of calls originating from payphones served by CLEC. Using the New LCCs, the Analog Line Port with Coin Identification will provide Flexible Automatic Number Identification (Flex ANI), and will populate Flex ANI's information indicator with the code(s) that identify the originating class of service as payphone/coin. The New LCCs will also provide the Analog Line Port with Coin Identification with Selective Class of Call Screening ("SCOCS"), which restricts all station paid toll calls from designated customer stations. By using TSPS operator identification, SCOCS will permit the restriction of outgoing toll calls from station users to only those calls which are charged to the called telephone number, a third number, or a credit card.

6.5.3.1 The New LCCs may be ordered and used only in conjunction with an Analog Line Port, and only when and for so long as the Analog Line Port is used to provide a payphone service by the CLEC or one of its customers.

6.5.3.2 All orders for Analog Line Port with Coin Identification, including without limitation those involving new combinations or for conversions, will be submitted manually until electronic ordering systems are available. The electronic SOC (Service Order Charge) will apply to all orders, manual and electronic. The following additional charges will apply for each existing retail or resold coin/payphone local exchange service or currently combined Section 251 UNE loop and transport combination (UNE-P) to be converted to UNE-P, or to a commingled arrangement consisting of an unbundled loop and unbundled switching where these network elements are provided as Section 271 network elements, using an Analog Line Port with Coin Identification: a Central Office Conversion Charge and a non-recurring Network Enhancement Charge.

6.5.3.3 Unless SBC MISSOURI and CLEC have otherwise mutually agreed to other arrangements for those non-sent paid calls carried by SBC MISSOURI which may be placed from an Analog Line Port, CLEC will provide SBC MISSOURI with Automatic Number Identification (ANI) lists once each quarter, in accordance with the FCC rules and orders. CLEC agrees to accept per call compensation on behalf of the payphone service providers (PSPs) that CLEC serves using Analog Line Port with Coin Identification or otherwise. It is CLEC's responsibility to keep accurate ANI information for payphone compensation, and provide such to SBC MISSOURI. SBC MISSOURI will issue a single check to CLEC representing total proceeds based upon the ANI lists provided by CLEC. CLEC is solely responsible for dispersing those payphone compensation proceeds as required by law

## 6.6 Specific Terms and Conditions for Unbundled Local Circuit Switching (ULS)

ULS uses routing instructions resident in the SBC MISSOURI switch to direct all CLEC traffic, except as may be Customized Routed pursuant to this Agreement.

6.6.2 Vertical features, CLASS features, and other features, functions, and capabilities loaded and activated in the SBC MISSOURI switch providing the ULS port are available with ULS. Access to any other features, functions, or capabilities loaded in the SBC MISSOURI switch but that are not activated, or access to features loaded and activated but which are not offered by SBC MISSOURI, including not offered as sought by the requesting CLEC (e.g., a feature offered with one port type but sought for another port type), shall be available to CLEC upon request. "Loaded" in the switch means that it is included in the software installed in the switch. "Activated" in the switch means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from, a third party; and that translations and USOCs for use with ULS are in place such that ordering, billing and provisioning wholesale processes have been implemented. Rates are set out in Refer to State Specific Appendix Pricing for SBC MISSOURI.

6.6.3 SBC MISSOURI will allow CLEC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are loaded and activated in that switch or, as may be requested by CLEC through the Bona Fide Request process. When CLEC purchases ULS in SBC MISSOURI, CLEC will be required to designate the features and functions that are to included on each ULS port.

6.6.4 SBC MISSOURI will not require the BFR process for switch features that have been activated and loaded in the switch and that have been requested or provisioned previously in a UNE environment, i.e., ordering, billing and provisioning processes have been implemented.

6.6.5 ULS as provided by SBC MISSOURI includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

6.6.6 SBC MISSOURI will control congestion points (such as those caused by radio station call-ins and network routing abnormalities) using appropriate network capabilities. CLEC agrees to respond to SBC MISSOURI's notifications regarding network congestion.

6.6.7 SBC MISSOURI will perform testing through ULS for CLECs in the same manner and frequency that it performs for its own customers that have a service using an equivalent switching port.

6.6.8 SBC MISSOURI will repair and restore any SBC MISSOURI equipment that may adversely impact ULS.

6.6.9 SBC MISSOURI will provide usage detail for each ULS port on a daily basis. Refer to Appendix Pricing for charges for daily usage detail records, in accordance with the Daily Usage Feed (DUF) provisions of this Agreement.

6.6.10 SBC MISSOURI will provide CLEC the function of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that SBC MISSOURI provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.

6.6.11 Where processes for Unbundled Local Circuit Switching requested, whether alone or in conjunction with any other UNE(s) or service(s), pursuant to this Agreement are not already in place, SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions applicable under Commission-approved tariffs or this interconnection agreement. The Parties will comply with any applicable Change Management guidelines.

6.7 Customized Routing of CLEC Directory Assistance and Operator Services; Call Blocking/Screening

6.7.1 "Customized Routing" means the function of designating particular outgoing trunks associated with ULS, to carry certain classes of traffic originating from the CLEC's End Users being served with ULS.

6.7.2 Except as required to fulfill CLEC requests for customized routing, SBC MISSOURI' ULS will route local calls on SBC MISSOURI's common network (i.e., Common Transport) to the appropriate trunk or lines for call origination transport according to the same criteria that SBC MISSOURI applies to its own calls.

6.7.3 For Customized Routing, SBC MISSOURI should route all local operator services and directory assistance calls to a single destination designated by CLEC where technically feasible.

6.7.3.1 Subject to the above, SBC MISSOURI will provide Customized Routing with Unbundled Local Switching or Resale only according to the following conditions: Customized Routing will only be permitted on a class of call basis (i.e., all Directory Assistance Calls and/or all Operator Services calls (or all local calls for Unbundled Local Switching only) must be routed to the same dedicated facility.) CLEC may request additional types of Customized Routing for local calls through the BFR Process.

6.7.3.2 Permanent prices for AIN Customized Routing are found in Appendix Pricing UNE – Schedule of Prices.

6.7.3.3 For particular customer serving arrangements in which Customized Routing is not available through AIN (i.e. DMS-10 Switches, Inmate Service), if CLEC requests Customized Routing of OS/DA calls by the Line Class Code method (LCC), CLEC will pay rates to be established by future negotiation or arbitration. If CLEC does not so request, Customized Routing will be unavailable and the customer's operator services and directory assistance calls will be routed to the SBC MISSOURI OS/DA platform. CLEC will pay appropriate OS/DA charges for SBC to properly handle such calls to SBC MISSOURI's OS/DA platform found on Appendix Pricing-UNE - Schedule of Prices labeled "Operator Services Call Completion Services" and "Directory Assistance." The particular customer serving arrangements in which customized routing is not available through AIN consist of the following: end user service with voice activated dial served out of a 5ESS switch; coin services where SBC MISSOURI's network rather than the telephone provides the signaling; hotel/motel services; and certain CENTREX-like services with features that are incompatible with AIN.

## 6.8 Technical Requirements

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

6.8.2 SBC MISSOURI agrees to provide CLEC the AIN solution for customized routing in each of its end offices where technically feasible.

6.8.2.1 SBC MISSOURI will provide to CLEC the functionality of blocking calls (e.g., 900, international calls (IDDD) and toll calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law. In those end offices where AIN is deployed, there will be no additional charge for blocking/screening for the above listed standard blocking/screening capabilities, other than the applicable charges established under the UNE Pricing Schedule.

6.8.2.2 When CLEC uses ULS and requests blocking/screening for one of those particular customer serving arrangements that are not AIN compatible, SBC-MISSOURI will provide blocking/screening via special line class codes at rates in accordance with the BFR process. The particular customer serving arrangements consist of the following: end user service with voice activated dial served out of a 5ESS switch; coin services where SBC MISSOURI' network rather than the telephone provides the signaling; hotel/motel services; and certain CENTREX-like services with features that are incompatible with AIN.

6.8.2.3 Intentionally Left Blank

6.8.2.4 SBC MISSOURI will make available to CLEC the ability to route all local Directory Assistance and Operator Services calls (e.g., 1+411, 0-, and 0+ seven or ten digit local, 1+HNPA+555-1212) dialed by CLEC Customers to the CLEC Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter or intraLATA PIC process directed by the FCC. To the extent that intraLATA calls are routed to CLEC OS and DA platforms, CLEC may complete such calls and receive the associated revenue.

6.8.2.5 SBC MISSOURI will provide the functionality and features within its local switch (LS) to route CLEC customer-dialed Directory Assistance local calls to CLEC. (Designated trunks via Feature Group C signaling, or as the Parties may otherwise agree, for direct-dialed calls (i.e., sent paid).)

6.8.2.6 SBC MISSOURI will provide the functionality and features within its LS to route CLEC dialed 0/0+ local calls to CLEC. (Designated trunks via operator services Feature Group C signaling.)

6.8.2.7 SBC MISSOURI will provide to CLEC the functionality of blocking calls (e.g., 900, international calls (IDDD) and toll calls) by line or trunk to the extent that SBC MISSOURI provides such blocking capabilities to its customers and to the extent required by law.

6.8.2.8 The Parties agree that, in the event of an emergency wherein a CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SBC MISSOURI's operator and request the assistance of a supervisor to the extent done by SBC MISSOURI's operators.

6.8.2.9 SBC MISSOURI will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

6.8.2.10 Direct routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SBC MISSOURI customers dial for reaching equivalent SBC MISSOURI services.

6.8.2.11 SBC MISSOURI, no later than five (5) days after the date CLEC requests the same, will provide to CLEC the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SBC MISSOURI in each NPA-NXX. Such data will be transmitted electronically copies of all SBC MISSOURI emergency listings reference documents from all of SBC MISSOURI's Operator Services offices. CLEC agrees to indemnify and hold SBC MISSOURI harmless from all claims, demands, suits or actions by third parties against SBC MISSOURI, or jointly against CLEC and SBC MISSOURI, arising out of its provision of such information to CLEC.

6.8.3 SBC MISSOURI will provide ULS only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

6.8.4 SBC MISSOURI will perform testing through the ULS for CLEC customers in the same manner and frequency that it performs such testing for its own customers for an equivalent service.

6.8.5 SBC MISSOURI will repair and restore any SBC MISSOURI equipment or any other maintainable component that may adversely impact ULS.

6.8.6 SBC MISSOURI will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. CLEC agrees to respond to SBC MISSOURI's notifications regarding network congestion.

6.8.7 SBC MISSOURI will perform, according to its own procedures and applicable law, manual traps as requested by designated CLEC personnel (Attachment 16: Network Security) and permit customer originated call trace (Attachment 1: Resale, Appendix Services/Pricing). CLEC will obtain all necessary legal authorization for the call trace.

6.8.8 SBC MISSOURI will record billable events, where technically feasible, and send the appropriate billing data to CLEC as outlined in GT&C and Attachment 10.

6.8.9 SBC MISSOURI will provide switch interfaces to adjuncts in the same manner it provides them to itself. CLEC requests for use of SBC MISSOURI adjuncts will be handled through the BFR process.

6.8.10 SBC MISSOURI will provide Usage Data and trouble history regarding a customer line, upon CLEC's request as provided in Attachment: 8 and Attachment: 10.

6.8.1 SBC MISSOURI will allow CLEC to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are available or as may be requested by the BFR process. When CLEC purchases ULS, SBC MISSOURI will provide CLEC the vertical features that the switch is equipped to provide.

## 6.9 Interface Requirements:

6.9.1 Unbundled Local Switching (ULS) Port includes the central office switch hardware and software required to permit the transport or receipt of information over the SBC MISSOURI local switching network or other interconnected networks. The ULS Port provides access to all features, functions and capabilities of the local switch. The ULS Port

charge includes the charges for cross connect to the main distribution frame or DSX panel. SBC MISSOURI will provide the following switch ports:

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

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

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

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

6.9.1.5 When CLEC purchases switch ports, the applicable prices contained on Appendix Pricing UNE - Schedule of Prices will apply. In addition, applicable usage sensitive charges are found in Appendix Pricing UNE - Schedule of Prices labeled "Local Switching". When CLEC uses Tandem Switching, SBC MISSOURI will charge the price shown on Appendix Pricing UNE – Schedule of Prices labeled "Tandem Switching", subject to the Blended Transport provisions of Section 5.2.2.1.1.1.1 of Appendix Pricing UNE. No port charge applies with Tandem Switching.

6.9.1.6 CLEC may request additional port types from SBC MISSOURI through the BFR process.

## **7.0 TRANSITION PLAN FOR ULS UNBUNDLED UNDER SECTION 251**

7.1 The TRO Remand Order provides that CLEC shall have one year from March 11, 2005, to migrate its embedded base of end-user customers off ULS under Section 251 to an alternative arrangement. CLEC shall be permitted to order and SBC shall be obligated to provide ULS as part of UNE-P up to and including January 31, 2006, for (i) additional UNE-P access lines to serve CLEC's existing customers and (ii) moves and changes in UNE-P access lines to serve CLEC's existing customers. No orders for additional UNE-P access lines or for moves and changes will be accepted or provisioned by SBC after that date.

7.2 If CLEC migrates its existing customers to UNE loops, CLEC shall begin the migration of its embedded customer base in time to accommodate an orderly process that is consistent with the volumes of UNE-P to UNE loop configurations that SBC reported to the state commission could be accomplished in SBC's hot cut process.

7.3 If CLEC migrates its existing customers to ULS provided under Section 271, SBC shall develop and ordering process to effect the billing records change necessary to bill CLEC the Commission-approved rate applicable to Section 271 ULS.

## **8.0 TANDEM SWITCHING**

8.1 "Tandem Switching" is provided only as required as part of ULS. Please see Appendix Pricing or SBC MISSOURI tariff, as applicable

8.2 Toll Free Calls

When CLEC uses ULS-ST Ports to initiate a 1+800 (or equivalent toll free dialing NPS, e.g. 888, 877 or 866) call, SBC MISSOURI will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the ULS-ST-O charge and SS7 transport (where applicable) per this Attachment and Appendix Pricing. If any such call is routed to an SBC MISSOURI tandem switch, SBC MISSOURI will also charge Common Transport and Tandem Switching usage charges.

8.3 Operator Services and Directory Assistance - See Attachment 22: DA and Attachment 23: OS for terms and conditions.

## 9.0 UNBUNDLED SHARED TRANSPORT

9.1 Definition: Unbundled Shared Transport is defined by the FCC as the transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches in the relevant SBC MISSOURI network. When CLEC is provided Unbundled Local Switching ("ULS"), whether CLEC obtains ULS as an unbundled element under Section 251 or under Section 271, the terms and conditions set forth in this Section 9 shall apply. Unbundled Shared Transport will permit CLEC to use a ULS port and its Local Switching element with Unbundled Shared Transport to transport the local call dialed by the Local Switching ULS element to its destination through the use of SBC MISSOURI's common transport network. Unbundled Shared Transport will also permit CLEC to utilize SBC MISSOURI's common network between a SBC MISSOURI tandem and a SBC MISSOURI end office.

9.2 SBC MISSOURI will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Unbundled Shared Transport .

9.2.1 When CLEC purchases Unbundled Shared Transport, SBC MISSOURI will charge the price shown on Appendix Pricing UNE - Schedule of Prices labeled "Common Transport, Tandem Switching, or Blended Transport" when such facilities are used on an interoffice call subject to Section 5.2.2.

9.2.2 SBC MISSOURI's obligation and ability to provide Unbundled Shared Transport is limited to existing switch and transmission facilities capacities of the SBC network.

9.2.3 In providing ULS/ULS with Shared Transport SBC MISSOURI will use the existing SBC MISSOURI routing tables contained in SBC MISSOURI switches, as SBC MISSOURI may change those tables from time to time including after CLEC purchases ULS/ULS with Shared Transport.

9.3 In the event SBC MISSOURI is ordered, required, or otherwise allowed to block CLEC's transiting or other traffic originating from or terminating to a ULS with Shared Transport port, provided with or without UST, CLEC and SBC MISSOURI shall negotiate the terms and conditions related to such blocking, including SBC Missouri's recovery of costs for the work performed in establishing such blocking. Any disputes shall be resolved in accordance with the dispute resolution provisions of the general terms conditions of this agreement.

## 10.0 DEDICATED TRANSPORT

10.1 SBC MISSOURI shall provide Unbundled Dedicated Transport under Section 251 and Unbundled Dedicated Transport under Section 271 in accordance with the terms and conditions set out in Sections 10.2 through 10.11 of this Attachment. Dedicated Transport unbundled under Section 251 shall be provided subject to the location limitations and the transition plan set forth in Section 10.10 of this Attachment

10.2 “Dedicated Transport” is defined as SBC MISSOURI interoffice transmission facilities dedicated to a particular CLEC or CLEC’s customer that is within SBC MISSOURI’s network, connecting SBC MISSOURI switches or wire centers within a LATA. Dedicated Transport does not include transmission facilities between SBC MISSOURI’s network and CLEC’s network or the location of CLEC’s equipment.

10.2.1 As a result of the TRRO’s finding of non-impairment for Dedicated Transport entrance facilities, SBC MISSOURI is not obligated to provide CLEC with unbundled access to such facilities pursuant to Section 251. SBC MISSOURI is, however, obligated to provide unbundled access to Dedicated Transport entrance facilities pursuant to Section 271.

10.3 SBC MISSOURI will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Dedicated Transport circuits and associated multiplexing or other optional features ordered by CLEC

10.4 Subject to the caps set forth in Sections 10.10.1 and 10.10.2, Unbundled Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes where UNE Dedicated Transport has not been Declassified. SBC MISSOURI will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

10.5 Other optional features available to CLEC with unbundled Dedicated Transport e.g., multiplexing, are available at the rates listed in Appendix Pricing

10.6 Access to Unbundled Dedicated Transport will be provided via collocation or via entrance facilities purchased from a third party or from SBC MISSOURI under applicable access tariffs. If CLEC provides the circuit between its premises collocated in SBC MISSOURI central office or wire center and SBC MISSOURI’s network, then the cross-connect rates contained in SBC MISSOURI’s physical collocation tariff will apply.

10.7 Routine Network Modifications for Dedicated Transport unbundled under Section 251 and Dedicated Transport unbundled under Section 271.

10.7.1 SBC MISSOURI shall make routine network modifications to unbundled Dedicated Transport (“UDT”) facilities used by CLEC where the requested UDT facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to UDT facilities in a nondiscriminatory fashion, without regard to whether the UDT facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

10.7.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC MISSOURI is not obligated to perform those activities for CLEC.

10.7.3 SBC MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in this Attachment and in the Appendix Pricing – UNE Schedule of Prices. A rate for any routine network modification shown as “ICB” in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting

ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

## 10.8 Diversity

10.8.1 When requested by CLEC and where such interoffice facilities exist at the time of CLEC's request and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

10.8.2 SBC MISSOURI shall provide in the same manner as SBC MISSOURI does for itself, the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by CLEC shall be subject to additional charges, if any. Where physical diversity does not exist for Dedicated Transport, SBC MISSOURI shall provide such diversity through the BFR process. When additional costs are incurred by SBC MISSOURI for CLEC specific diversity, SBC MISSOURI will advise CLEC of the applicable additional charges. SBC MISSOURI will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

## 10.9 Technical Requirements For All Dedicated Transport

This Section sets forth technical requirements for all Dedicated Transport.

10.9.1 When requested by CLEC and where such interoffice facilities exist at the time of CLEC's request and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits. If changes in the network remove the physical diversity in the future, SBC MISSOURI will not guarantee that diversity will be made available.

10.9.2 CLEC's additional cost, if any, for requested dedicated transport diversity shall be as determined in a cost proceeding via a BFR. Where physical diversity does not exist for dedicated transport, SBC MISSOURI shall provide such diversity through the BFR process.

## 10.10 Limitations on Access to DS1 and DS3 Dedicated Transport unbundled under Section 251 Limitations on Access to UNE DS1 and DS3 Dedicated Transport.

10.10.1 SBC will provide DS1 Dedicated Transport unbundled under Section 251 on all routes between SBC wire centers that are classified as Tier 2 and Tier 3 on one or both ends of the route. (The classification criteria for SBC wire centers is set forth in Section 5.3.3 of this Attachment.) CLEC may obtain a maximum of 10 DS1 Dedicated Transport circuits on each route for which SBC is required to provide only DS1 Dedicated Transport under Section 251. (The maximum of 10 DS1 Dedicated Transport circuits will not apply on any route where an SBC wire center classified as Tier 3 is on one or both ends.)

10.10.2 SBC will provide DS3 Dedicated Transport unbundled under Section 251 on all routes between SBC wire centers that are classified as Tier 3 on one or both ends of the route. CLEC may obtain a maximum of 12 unbundled DS3 Dedicated Transport circuits on each route for which SBC is required to provide DS3 Dedicated Transport under Section 251.

10.10.3 CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE Dedicated Transport circuit satisfies the availability criteria set forth in Sections 10.10.1 and 10.10.2 above prior to submitting its order to SBC. CLEC shall self-certify that based on that reasonable inquiry it is CLEC's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Sections 10.10.1 or 10.10.2, as applicable, to the particular UNE(s) sought. If CLEC's self-certification complies with this Section, SBC shall provision the requested DS1 or DS3 transport circuit in accordance with CLEC's order and within SBC's standard ordering interval applicable to such circuits. SBC shall have the right to contest such orders, and CLEC's ability to obtain a requested DS1 or DS3 UNE Dedicated Transport only after provisioning, by notifying CLEC in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of SBC's written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that CLEC was not entitled to the provisioned DS1 or DS3 UNE Dedicated Transport, the rates paid by CLEC for the affected Transport shall be subject to true-up and CLEC shall be required to transition from the UNE DS1 or DS3 Transport to an alternative service/facility within 30 days of such determination. If CLEC does not transition the Transport within the 30 day period, then SBC MISSOURI, without further notice or liability, may disconnect the Transport.

10.10.4 SBC shall have the right to contest CLEC's ability to obtain a requested DS1 or DS3 transport circuit only after provisioning. Disputes regarding CLEC's access to DS1 and DS3 transport circuits provided under Section 251 shall be addressed through the dispute resolution process set out in this Agreement. If the Parties determine through informal dispute resolution or if formal dispute resolution through arbitration at the state Commission or otherwise determines that CLEC was not entitled to the provisioned DS1 or DS3 transport circuit under Section 251, the rates paid by CLEC for the affected loop shall be subject to true-up and CLEC shall be required to transition from the Section 251 UNE DS1 or DS3 transport circuit to another wholesale service within 45 days of the determination. If CLEC does not transition the transport circuit within the 45-day period, then SBC MISSOURI may disconnect the transport circuit. Conversion of DS1 and DS3 transport circuits shall be performed in a manner that minimizes the disruption or degradation to CLEC's customer's service.

10.10.5 The Parties agree that activity by SBC under this Section 10.10 shall not be subject to the Network Disclosure Rules.

10.11 Embedded Base Transition See "Embedded Base Rider"

10.11.1 For any DS1 and DS3 Dedicated Transport that CLEC had in place as of March 11, 2005, and which SBC no longer is required to provide on an unbundled basis under Section 251, CLEC must transition from those transport circuits to other wholesale facilities, including special access, DS1 and DS3 Dedicated Transport unbundled under Section 271, transport provided by other carriers, or self-provisioned facilities. SBC MISSOURI will provide written notice to CLEC of the Declassification of specific transport routes. SBC MISSOURI shall continue to provide any existing Section 251 unbundled DS1 and DS3 transport circuits until 3/10/2006. After 3/10/2006, if CLEC has not submitted an LSR or ASR, as applicable, to SBC MISSOURI requesting conversion of the Declassified transport circuit(s) to a Section 271 unbundled network element or other wholesale service, SBC MISSOURI shall convert the Declassified transport circuit(s) to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as SBC MISSOURI and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and SBC MISSOURI have failed to reach agreement as to a substitute service within such forty-five (45) day period or other period of time for negotiation that the Parties agree to, then CLEC may request a BFR. If CLEC fails to request a BFR within the forty-five (45) day period, then SBC MISSOURI may disconnect the Declassified transport circuit(s). Conversion of dedicated transport circuits shall be performed in a manner that minimizes the disruption or degradation to CLEC's customer's service, and at no charge to CLEC.

10.11.2 Products provided by SBC MISSOURI in conjunction with DS1 and DS3 Unbundled Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section 10.6 where UDT is Declassified. Cross-Connects obtained under SBC MISSOURI's physical collocation tariff shall not be repriced to access rates.

## 11.0 DIGITAL CROSS-CONNECT SYSTEM (DCS)

11.1.1 SBC MISSOURI offers DCS as NRS (Network Reconfiguration Service) through the Federal Tariff F.C.C. No. 73, Section 18, Network Management Services, and CLEC may request NRS pursuant to the terms and conditions of that tariff.

## 12.0 Line Information Database (LIDB)

12.1 Access to the SBC MISSOURI 911 or E911 call related databases will be provided as described in the 911 and E911 Appendix. Access to LIDB, CNAM-AS, LIDB and CNAM Queries, 800 or Access to AIN databases shall be available to CLEC as an accompaniment to Unbundled Local Switching that is provided by SBC pursuant to Section 251 or Section 271 in accordance with the terms and conditions set out in Sections 12, 13 and 14 of this Attachment. Definition: The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides return result, return error and return reject responses as appropriate. LIDB queries include, but are not limited to, functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls, validation of Telephone Line Number based calling cards, Calling Name Information, and screening originating calls for allowed billing and call processing requests. The interface for the LIDB functionality is SBC MISSOURI's regional STP. LIDB also interfaces with a service management system as defined below.

12.1.1 SBC MISSOURI will provide CLEC with per-Query access to SBC MISSOURI' LIDB under this Attachment 6 when CLEC originates Queries directly from/by SBC MISSOURI's Unbundled Local Switching provided to CLEC under Section 251(c)(3) or under Section 271 of the Act, or SBC MISSOURI's Service Platform that supports CLEC's use of such UNE. Any other Query access to SBC MISSOURI's LIDB will be pursuant to effective switched access tariffs (as may be modified from time to time) and where no such tariff exists, another agreement for LIDB Queries pursuant to the terms, conditions, and prices of another agreement, including effective switched access tariffs.

12.1.2 Account Owner means telecommunications companies that administer their own validation data in a party's LIDB or LIDB-like database.

12.1.3 Administer or Administration – For the purpose of this Attachment, the ability of an Account Owner to create, modify, update, or delete its Line Record information in LIDB through interfaces agreed to between the Parties.

12.1.4 Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

12.1.5 Assignment Authority means a nine-to-thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, and "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprises the unique identifier of a LIDB Custom Data Element.

12.1.6 Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data.

12.1.7 Calling Card Service (CCD) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

12.1.8 Calling Name Database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name Database. For purposes of this Agreement, SBC MISSOURI's CNAM Database is the LIDB.

12.1.9 Calling Name Deliver Service (CDNS) enables the terminating end user to identify the calling party by a displayed name before the call is answered. The calling party's name is retrieved from an SCP database and delivered to the end user's premises between the first and second ring for display on compatible customer premises equipment (CPE).

12.1.10 Calling Name Information means telecommunications companies records of all of their subscribers' names associated with one or more assigned ten-digit telephone numbers.

12.1.11 CNAM Query is the LIDB Query that allows CLEC to retrieve CNAM Information from SBC MISSOURI's LIDB. SBC MISSOURI will provide CLEC with CNAM Query access to LIDB in support of CLEC's use of SBC MISSOURI's UNE Local Switch ports.

12.1.12 Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. LIDB Query and Response messages are transported across the CCS network.

12.1.13 Complete Screen – Means the Query-originator was denied access to all of the information it requested in the Query.

12.1.14 Custom Data Element means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, Originating Line Number Screening (OLNS) and CNAM Queries cannot retrieve Custom Data Elements.

12.1.15 Custom ID – A two- to five-digit code-set assigned by a LIDB owner to each Custom Data Element stored in a LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.

12.1.16 Data Base Administration Center (DBAC) means an SBC Missouri location where facility and administrative personnel are located for administering LIDB and/or the Fraud Monitoring Platform.

12.1.17 Data Element – Is a Line Record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or Standard Data Elements depending on the type of unique identifier.

12.1.18 Data Screening or LIDB Data Screening – A security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

12.1.19 ENUM means a protocol developed in the Internet Engineering Task Force (IETF) Request for Comment (RFC) 2916 for fetching (searching and retrieving) Universal Resource Identifiers (URIs) given an International

Telecommunications Union (ITU) E.164 number. ENUM translates an E.164 domestic or international telephone number into a series of Internet addresses or URIs.

12.1.20 ENUM Registrant means the assignee of an E.164 number who has chosen to subscribe to ENUM service. An example of an ENUM Registrant would be an End User who has registered his or her 10-digit telephone number with an ENUM Registrar.

12.1.21 ENUM Registrar means a person or entity that, via contract with assignees of E.164 numbers and an ENUM Tier-1 Registry and/or an ENUM Tier –2 provider, provides registration services to ENUM Registrants.

12.1.22 ENUM Tier-0 Registry means a person(s) or entity(ies) responsible for providing ENUM Tier-0 Registry services; Enum Tier-0 Registry services include management of pointers to ENUM Tier-1 Registry name services.

12.1.23 ENUM Tier-1 Registry means a person(s) or entity(ies) responsible for providing ENUM Tier-1 Registry services; ENUM Tier-1 Registry services include management of pointers to ENUM Tier-2 Provider name services.

12.1.24 ENUM Tier-2 Provider means a person(s) or entities(s) that provide management of the ENUM name for an E.164 number and acts as the ENUM Registrant's Naming Authority Pointer (NAPTR) records hosting company.

12.1.25 ENUM Service Provider means a collective term to refer to either individually or collectively, an ENUM Registrar, an ENUM Tier-0 Registry, an ENUM Tier-1 Registry, and/or ENUM Tier 2 Provider.

12.1.26 Fraud Monitoring Platform – An off-line administration system that used to monitor suspected occurrences of ABS-related fraud through a systematic pattern analysis of query message data to identify potential incidences of fraud that may require investigation. Detection parameters are based upon vendor recommendations and SBC MISSOURI's analysis of collected data and are subject to change from time to time.

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

12.1.28 Group Record - Information in LIDB or LVAS that is common to all lines or billing records in an NPA-NXX or NPA-RAO.

12.1.29 Level 1 Data Screening – A security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-type, and per LIDB basis.

12.1.30 Level 2 Data Screening – A security capability that is Administered by a LIDB owner at the direction or request of an Account Owner or Query Originator. This capability gives LIDB the ability to allow, deny, or limit the information it returns.

12.1.31 LIDB Data Screening (or Data Screening) means a security capability administered by a LIDB owner that gives the LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

12.1.32 LIDB Editor means a database editor located at the SCP where LIDB resides, LIDB Editor provides emergency access to LIDB that bypasses the service management system for LIDB.

12.1.33 Line Record means information in LIDB that is specific to a single telephone number or special billing number.

12.1.34 Originating Line Number Screening (OLNS) means a specific LIDB Query-type that requests the originating call processing, billing, and service profile of a LIDB Line Record.

12.1.35 Originating Point Code (OPC) means a 9-digit code that identifies the Service Platform that originated a Query and to which a Response is returned.

12.1.36 Partial Screen – Means that the Query-originator, as identified in the appropriate layer of the query/message, is denied access to some of the information it requested in the Query.

12.1.37 Personal Identification Number (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those Line Records that have an associated calling card.

12.1.38 Query – Is a message that represents a request to a Database for information.

12.1.39 Response – Is a message that, when appropriately interpreted, represents an answer to a Query.

12.1.40 Service Management System (SMS) – An off-line system used to access, create, modify, or update information in LIDB.

12.1.41 Service Platform – A physical platform that generates Database Queries and is identified by an Originating Point Code contained in a Query. A Service Platform may be a telephony switch, an SCP, or any other platform capable of correctly formatting and launching LIDB and/or CNAM Queries and receiving the associated Response.

12.1.42 Special Billing Number means line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1). Special Billing Numbers can only use formats that are completely numeric.

12.1.43 Standard Data Element – A data element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements documentation.

12.1.44 Terminating Point Code means a 9-digit code that identifies the network node that will receive a Query or a Response.

12.1.45 Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.

12.1.46 Validation information means Account Owners' records of all their Calling Card Service and Toll Billing Exception Service.

12.1.47 Validation Query means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

## 12.2 LIDB General Description

12.2.1 SBC MISSOURI will provide CLEC with query access to LIDB in support of CLEC's use of SBC MISSOURI's UNE Local Switch Ports and unbundled operator services.

12.2.2 SBC MISSOURI's LIDB accepts the following Query-types:

### 12.2.2.1 Validation Query

#### 12.2.2.2 Originating Line Number Screening (OLNS) Query

#### 12.2.2.3 CNAM Query

12.2.3 The Parties understand that CLEC's queries launched from SBC MISSOURI's switches or other SBC MISSOURI's Service Platforms contain an SBC MISSOURI's Originating Point Code and, therefore, such Queries will identify SBC MISSOURI as the Query originator. The Parties further understand that all SBC UNEs and all interconnecting networks will respond to such Queries as though these Queries are SBC MISSOURI's Queries.

12.2.4 SBC MISSOURI employs certain automatic and/or manual overload controls to protect SBC MISSOURI'S CCS/SS7 network. Network management controls found necessary to protect LIDB and/or CNAM Database from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

12.2.5 SBC MISSOURI's LIDB contains a record for every SBC MISSOURI's working line number and Special Billing Number. Other telecommunications companies, including CLEC, may also store their data in SBC MISSOURI's LIDB. SBC MISSOURI will request such telecommunications companies to also provide a record for every working line number and Special Billing Number served by those companies.

12.2.6 SBC MISSOURI's LIDB will provide the following functions on a per query basis: for Validation Queries: validation of a telecommunications calling card account number stored in LIDB; determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and determination of billed line as a public (including those classified as semi public) or nonworking telephone number.

12.2.7 SBC MISSOURI provides LIDB as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its MISSOURI local service customers where CLEC provides service to such end users from SBC MISSOURI's UNE local switch ports or other SBC Service Platform. Any other use of SBC MISSOURI's LIDB by CLEC will be pursuant to the terms, conditions, rates, and charges of a separate agreement, including effective tariffs, as revised.

12.2.7.1 In the event that CLEC is using SBC MISSOURI's Service Platform, until otherwise agreed, no charge is made for LIDB Queries (e.g. Validation, OLNS, CNAM) other than applicable charges for the Service Platform under Appendix Pricing UNE – Schedule of Prices, unless the Commission determines in a subsequent proceeding that such costs are not recovered.

12.2.8 Telecommunications companies cannot distinguish between queries from CLEC's end users and any other end user (including SBC MISSOURI) that originate from the same switch or same Operator Services Position System (OSPS) platform.

12.2.9 This Attachment does not provide CLEC with LIDB and/or CNAM Query access to any third-party LIDB and/or CNAM Database or third-party network that provides transport to and/or from such third-party database or network.

12.2.10 SBC MISSOURI will provide query access to LIDB from its UNE local switch ports and/or SBC MISSOURI's UNE OS platforms in the same manner that SBC MISSOURI provides to itself from these switches and/or OS platforms.

12.2.11 Account Owners have sole responsibility for the accuracy and completeness of the Line Records they store in SBC MISSOURI's LIDB; accordingly, SBC MISSOURI is not responsible for the accuracy or completeness of such

Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner. SBC MISSOURI will provide CLEC with the contact information for an Account Owner with which CLEC may have a dispute.

12.2.12 CLEC understands that LIDB data is the result of routine service order processing and contacts between Account Owners and their End Users. As such, the information in LIDB is dynamic and represents information that is only as accurate as provided by the party storing such data and only as of the time such data is first stored.

12.2.13 CLEC understands that the timing of its LIDB Queries in relation to the services that it provides will have an impact regarding the relative accuracy of the information. For example, CLEC's queries generated at a period in time after service provisioning occurs may not retrieve the same information as would have been available had CLEC Queried LIDB at the time CLEC's service provisioning took place.

### 12.3 Ownership of LIDB Information

12.3.1 CLEC's access to any LIDB information does not create any ownership interest that does not already exist. Telecommunications companies, including CLEC, depositing information in SBC MISSOURI's LIDB may retain full and complete ownership and control over such information.

12.3.2 Upon request from an Account Owner in SBC MISSOURI's LIDB whose data CLEC is accessing, CLEC will identify to such Account Owner, within a reasonable period of time as specified by the Account Owner, the purposes for which CLEC uses such Account Owner's information. CLEC shall provide information with enough specificity that the Account Owner can verify that the purposes are consistent with this Agreement.

12.3.3 CLECs that access LIDB using GetData will provide SBC MISSOURI with a designated contact (name, telephone number, and email address), which SBC MISSOURI can use in referring Account Owner(s) to CLEC.

12.3.4 CLEC acknowledges that an Account Owner's End User information in LIDB may contain Customer Proprietary Network Information or competitively sensitive information. CLEC agrees to use the information.

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

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

12.3.7 Proprietary information residing in SBC MISSOURI's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- Billed (Line/Regional Accounting Office (RAO)) Number
- PIN Number(s)
- Billed Number Screening (BNS) indicators
- Class of Service (also referred to as Service or Equipment)
- Reports on LIDB usage
- Information related to billing for LIDB usage
- LIDB usage statistics.

12.3.8 CLEC agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SBC MISSOURI's LIDB.

12.3.9 SBC MISSOURI will share end user information, pertinent to fraud investigation, with CLEC when validation queries for the specific end user reaches SBC MISSOURI's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SBC MISSOURI's LIDB.

12.3.10 Nothing in Sections 12.4.3.1 through 12.4.3.10 is intended to restrict CLEC's use or storage of CLEC data created or acquired independently of SBC MISSOURI's LIDB Validation.

## 12.4 Usage Forecasts

12.4.1 CLEC shall provide SBC MISSOURI with forecasts of busy hour Query volumes as follows:

12.4.1.1 Prior to SBC MISSOURI initiating service under this Attachment, CLEC shall provide an initial forecast of busy hour Query volumes broken down by Query-type. If, prior to the establishment of a mutually agreeable service effective date in writing, SBC MISSOURI determines that it lacks adequate processing capability to provide the requested Query access, SBC MISSOURI will notify CLEC of SBC MISSOURI's inability to provide the requested service(s) under this Attachment until such time as SBC MISSOURI gains adequate processing capability. SBC MISSOURI will take reasonable commercial efforts to obtain the needed processing capability; however, SBC MISSOURI will have no liability to CLEC pending these efforts while SBC MISSOURI gains such needed processing capacity.

12.4.1.2 The requirements for initial forecast in Paragraph 12.4.1.1 will not apply to services CLEC provides through resale or unbundled local switch ports that were in operation pursuant to an interconnection agreement with SBC MISSOURI that was effective immediately prior to this interconnection agreement. CLEC will also not have to provide a forecast for each new resale and/or UNE-P and/or commingled loop and switch arrangement customer that is added during the life of this agreement. During the life of this agreement, additional forecasts would only be required for new services available to CLEC's customer base that require new query demand.

12.4.1.3 CLEC shall update its busy hour forecast each year on October 1 upon request by SBC MISSOURI.

12.4.1.4 Subsequent to SBC MISSOURI initiating serviced under this Attachment, CLEC shall provide a new forecast of busy hour Query volumes at least thirty (30) days in advance of any event(s) that is likely to result in a significant change in CLEC's forecasted usage. Such events may include, but are not limited to, deployment of new service offerings, deployment of additional Service Platforms, and access to new Data Elements.

12.4.5.6 In addition to, and without qualifying any other limitation provision contained in this Agreement, if CLEC does not provide SBC MISSOURI with reliable information as set forth in this Section 12 of this Attachment, SBC MISSOURI shall not be liable for any service degradation that may occur, including without limitation, loss of service.

## 12.5 CNAM Query

12.5.1 The parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable.

12.5.2 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name

information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. CLEC will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. CLEC agrees not to attempt to obtain the caller's name information by originating a query to SBC MISSOURI's Calling Name database where the subscriber had attempted to block such information, nor will CLEC block information a subscriber has attempted to unblock.

## 12.6 LIDB Storage and Administration

12.6.1 SBC MISSOURI's LIDB is connected directly to a Service Management System (i.e., SMS), and a database editor (i.e., LIDB Editor) that provides SBC MISSOURI with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. SBC MISSOURI's LIDB is also connected directly to an adjunct fraud monitoring system.

12.6.2 From time-to-time, SBC MISSOURI enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. SBC MISSOURI will coordinate with CLEC to provide CLEC with the opportunity to update its data concurrent with SBC MISSOURI's updates of SBC MISSOURI's own data. Both parties understand and agree that some LIDB enhancements will require CLEC to update its line/billing records with new or different information.

12.6.3 Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on SBC MISSOURI's LIDB is, and remains, the responsibility of SBC MISSOURI. CLEC understands and agrees that SBC MISSOURI, in its role as system administrator, may need to access any record in LIDB, including any such records of CLEC. SBC MISSOURI will limit such access to those actions necessary to ensure the successful operation and administration of SBC MISSOURI's SCP and LIDB.

12.6.4 SBC MISSOURI will accept CLEC requests for verification of its Level 2 Data Screening requests only from CLEC's authorized source, as identified through passwords or other authorization process(es) designed by SBC MISSOURI which the Parties agree SBC MISSOURI may change from time to time.

12.6.5 On behalf of third parties who query LIDB for CLEC data and receive a response verifying the end user's willingness to accept the charges for the underlying call, CLEC at its election either will bill the appropriate charges to end users or will provide all necessary billing information needed by the third party to bill for the services provided.

12.6.6 Upon receipt of the Line Record from CLEC, SBC MISSOURI will provide the functionality needed to perform the all LIDB and/or CNAM Query Response functions, on a call-by-call basis, for the line records residing in SBC MISSOURI's LIDB.

12.6.7 To the extent that CLEC stores its own LIDB and/or CNAM information in a database other than SBC MISSOURI's, such information will be made available to SBC MISSOURI through an industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between SBC MISSOURI and the database provider. SBC MISSOURI agrees to negotiate in good faith to reach such an agreement. If SBC MISSOURI is unable or chooses not to enter into an agreement with a database provider, CLEC acknowledges that such CLEC LIDB information will be unavailable to any customer including CLEC served by SBC MISSOURI's unbundled local switch ports, SBC MISSOURI's OS platforms, or other SBC MISSOURI's Service Platforms.

12.6.8 CLEC understands and agrees that SBC MISSOURI is the sole determinant and negotiating party for any access to SBC MISSOURI's LIDB. CLEC does not gain any ability, by virtue of this Attachment, to determine which telecommunications companies are allowed to access information in SBC MISSOURI' LIDB. CLEC understands and

agrees that when SBC MISSOURI allows a query originator to access SBC MISSOURI data in SBC MISSOURI's LIDB, such query originators will also have access to CLEC's data that is also stored in SBC MISSOURI's LIDB unless CLEC has otherwise invoked LIDB Level 2 Data Screening.

## 12.7 Service Management System (SMS)

12.7.1 SBC Missouri's Service Management System (SMS) provides CLECs that use SBC MISSOURI's unbundled local switch ports with the capability to access, create, modify, update, or delete information in LIDB. The SMS has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface. Unbundled electronic interfaces are optional for CLECs that provide service through an SBC MISSOURI's unbundled local switch port.

12.7.2 CLEC cannot use any of the electronic interfaces to access any Line Record CLEC might have in SBC MISSOURI's LIDB that are Administered by a company other than CLEC or that CLEC Administers through the Local Service Request (LSR) Process. Use of the unbundled electronic interfaces and the Local Service Request are mutually exclusive and they may not be used in conjunction with each other.

12.7.3 If not claimed by CLEC, a LIDB record may be considered abandoned by SBC MISSOURI and deleted from the LIDB database as set forth following:

12.7.3.1 CLEC will identify through a registration form or ballot that SBC MISSOURI will make available to CLEC, how CLEC's Line Records will be created, transferred, or Administered. CLEC will make such identification prior to providing service to End Users.

12.7.3.2 If conversion activity results in SBC MISSOURI transferring a LIDB record to CLEC without changes to End User information, SBC MISSOURI will identify such records by setting the record status indicator of the LIDB record to transitional value. CLEC must confirm that it provides the same services to the End User as did the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days of the transfer. SBC MISSOURI will convert all billing indicators of said LIDB record to a denial value. If such LIDB Record continues to remain in transitional status, SBC MISSOURI will consider the LIDB Record abandoned by CLEC and delete such LIDB Record on the twenty-first (21) day after the record's creation. For purpose of calculating the seventh and the twenty-first day, SBC MISSOURI will count the day of the record's creation as zero (0). SBC MISSOURI's ability to delete such LIDB Record does not relieve CLEC of its responsibility to Administer its records accurately and in a timely manner.

12.7.3.3 If CLEC transfers LIDB Line Records without changes to End User data, SBC MISSOURI will transfer all pre-existing End User information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to CLEC's information such as the Account Owner, RAO, and Billing Service Provider fields. Such changes will be based upon the information CLEC entered onto its LSR or based upon default information created from a lack of CLEC's entry of such information on its LSR.

12.7.3.4 When conversion activity results in SBC MISSOURI transferring a LIDB record to CLEC with changes in End User information, SBC MISSOURI will change every data element in the LIDB record as part of the transfer of ownership. SBC MISSOURI will change all Data Elements on the LIDB record based on the information CLEC entered onto its LSR or based upon default information created from a lack of CLEC's entry of such information on its LSR. SBC MISSOURI will not mark such records, as transitional and such records will not be considered abandoned by SBC MISSOURI.

12.7.4 Electronic Interfaces are the sole means through which CLEC can directly administer its Line Records in SBC MISSOURI's LIDB.

12.7.5 CLEC will Administer its data in SBC MISSOURI's LIDB in such a manner that the accuracy of response information and consistency of available data contained with the LIDB are not adversely impacted. CLEC's Administrative responsibility includes, but is not limited to:

12.7.5.1 Populating all Standard Data Elements defined for SBC MISSOURI's LIDB

12.7.5.2 Deleting Line Records from SBC MISSOURI's LIDB when CLEC migrates Line Records from SBC MISSOURI's LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arranges with SBC MISSOURI to have SBC MISSOURI delete such records on CLEC's behalf.

12.7.5.3 Deleting Line Records from SBC MISSOURI's LIDB associated with End Users that disconnect from or otherwise leave CLEC's service.

12.7.5.4 If CLEC resells the service associated with its Line Records to a third party, and those Line Records remain in SBC MISSOURI's LIDB, CLEC will administer those records through the unbundled electronic interfaces SBC MISSOURI offers in this Attachment 6, so that companies that query SBC MISSOURI's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

12.7.6 CLEC will use either the LSR Process or an unbundled electronic interface(s) for all accounts that use the same NECA, Inc. company code.

12.7.7 If CLEC begins providing local services before CLEC completes and returns to SBC MISSOURI its LSR Process registration form (i.e., LIDB Ballot), SBC MISSOURI will treat CLEC's LSRs as if CLEC has elected to Administer all activity on its Line Records directly through an unbundled electronic interface.

12.7.8 SBC MISSOURI will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an SBC MISSOURI's LIDB.

12.7.9 With respect to all matters covered by this Attachment, each Party shall adopt and comply with SBC MISSOURI's standard operating methods and procedures and shall observe the rules and regulations that cover the Administration of the LIDB SMS and the fraud monitoring system, as set forth in SBC MISSOURI's practices. The Parties acknowledge that SBC MISSOURI may change those practices from time to time.

12.7.10 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SBC MISSOURI's LIDB is the responsibility of SBC MISSOURI. CLEC acknowledges and agrees that SBC MISSOURI, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC. SBC MISSOURI will limit such access to those actions necessary, in its reasonable judgment, to ensure the successful operation and Administration of SBC MISSOURI's SCP and LIDB.

12.7.11 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for the purpose of Administering LIDB Information on new connect and conversion activity LSRs. CLEC will also not have to provide its End User marketing and/or service information for the purpose of Administering LIDB Information on an LSR if CLEC will perform ongoing Administration of its Line Records directly through unbundled electronic interfaces.

12.8 Forecasts

12.8.1 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by SBC MISSOURI thereafter, the following forecast data:

12.8.1.1 The number of working lines per Group Record;

12.8.1.2 The number of working line numbers to be established;

12.8.1.3 The average number of monthly changes to these records;

12.8.1.4 The number of busy hour queries, by query type; and

12.8.1.5 The number of annual queries by query type.

12.8.2 CLEC will furnish, prior to any development it will undertake to create any Custom Data Element, the following forecast information:

12.8.2.1 The size of the Data Element in terms of bytes;

12.8.2.2 The frequency of updates on a per-Custom Data Element Basis;

12.8.2.3 The number of Line Records to which the Custom Data Element will apply; and

12.8.2.4 The number of monthly busy hour queries that will request the new Custom Data Element(s).

12.8.2.5 If SBC MISSOURI, at its sole discretion, determines that it lacks adequate storage or processing capability, prior to the initial loading of CLEC information. SBC MISSOURI will notify CLEC of SBC MISSOURI's inability to provide the Custom Data Element until such time as SBC MISSOURI gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. CLEC will request such additional data storage and Administration and/or processing capability through the Bona Fide Request (BFR) process and SBC MISSOURI will have no liability to CLEC while SBC MISSOURI gains such needed data storage and administration and/or processing capability.

12.8.2.6 CLEC may submit updated or changed forecasts due to unforeseen events at any time and SBC MISSOURI encourages CLEC to submit such forecasts as soon as practical. SBC MISSOURI may request revised forecasts, but no more frequently than every six (6) months and then only if SBC MISSOURI has reason to believe there may be significant error in CLEC's latest forecast.

12.9 Administrative Interfaces

12.9.1 Service Order Entry Interface

12.9.1.1 The Service Order Entry Interface provides CLEC with unbundled access to SBC MISSOURI's SMS that is equivalent to SBC MISSOURI's own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB SMS.

12.9.1.2 CLEC's access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide SBC MISSOURI with a security gateway for CLEC access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SBC MISSOURI's Service Order Entry Interface to the LIDB SMS. CLEC's access to LIDB SMS through the RAF does not provide CLEC with access to any other SMS, interface, database, or operations support system through this Attachment.

12.9.1.3 SBC MISSOURI will provide CLEC with the file transfer protocol specifications CLEC will use to Administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SBC MISSOURI to provide CLEC with Data Base Administration and Storage.

12.9.1.4 CLEC can choose the Service Order Entry Interface as its only interface to the LIDB SMS or CLEC can choose to use this interface in conjunction with the Interactive Interface that SBC MISSOURI provides under this Attachment. If CLEC chooses to use only the Service Order Entry Interface, CLEC will not have access to any data Administration capabilities available to the Interactive Interface (e.g., the ability to view Line Records in the LIDB SMS).

12.9.1.5 CLEC's access to SBC MISSOURI's LIDB SMS through the Service Order Entry Interface is only for its subscriber's Line Records that are not administered through the LSR Process.

12.9.1.6 SBC MISSOURI will provide CLEC with SBC MISSOURI-specific documentation for properly formatting the records CLEC will transmit over the Service Order Entry Interface.

12.9.1.7 CLEC understands that its record access through the Service Order Entry Interface will be limited to its own Line Records.

## 12.10 Interactive Interface

12.10.1 The Interactive Interface provides CLEC with unbundled access to SBC MISSOURI' LIDB SMS that is equivalent to SBC MISSOURI's access at its LIDB Database Administration Center (DBAC). Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform all of the data Administration tasks SBC MISSOURI's LIDB DBAC personnel can perform on SBC MISSOURI's own Line Records.

12.10.2 SBC MISSOURI will provide CLEC with Interactive Interface through a modem. CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB SMS. CLEC does not gain access to any other interface, database, operations support system, or other SMS through this Attachment. CLEC understands that its record access through the Interactive Interface will be limited to its own Line Records.

12.10.3 CLEC will use hardware and software that is compatible with SMS hardware and software.

12.10.4 CLEC can choose to request the Interactive Interface as its only interface to LIDB SMS or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that SBC MISSOURI provides under this Attachment. If CLEC chooses to use only the Interactive Interface, CLEC will not have access to any Data Administration capabilities available to the Service Order Entry (e.g., the ability to transmit batch updates)

12.10.5 CLEC's access to the LIDB SMS through the Interactive Interface will be limited to CLEC's subscriber's Line Records that are not Administered through an LSR Process.

## 12.10.6 LSR Process

12.10.6.1 The LSR Process allows CLEC to create and Administer CLEC's data through a bundled SBC MISSOURI's service order flow. The LSR Process is only available to CLEC when CLEC is providing service to End Users using SBC MISSOURI's unbundled local switch ports.

12.10.6.2 The LSR Process is not an interface to the LIDB SMS. CLEC can obtain access to SBC MISSOURI's LIDB SMS only through the electronic unbundled interfaces SBC MISSOURI offers in this Attachment 6.

12.10.6.3 CLEC will not have direct access to any of its Line Records in the LIDB SMS that CLEC Administers through the LSR Process.

12.10.6.4 CLEC will provide complete information in its LSR to SBC MISSOURI so that the LSR Process can populate CLEC's Line Record completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, SBC MISSOURI will populate such Data Element with SBC MISSOURI'-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit such Standard Data Element(s). Use of default information does not relieve CLEC of its responsibility for providing SBC MISSOURI with complete and accurate information. In the event SBC MISSOURI populates CLEC's Line Records with default information under this paragraph, SBC MISSOURI will not be responsible for any claims or damages resulting from the use of such default information, except in the event of SBC MISSOURI's gross negligence or willful misconduct.

12.10.6.5 CLEC will provide to SBC MISSOURI, during the development process to create and Administer CLEC's Custom Data element(s) what actions the LDIB SMS will take if CLEC omits Custom Data Element information from its LSR.

12.10.6.6 If CLEC will identify whether its ongoing Administration of its Line Records will be done by CLEC through an unbundled electronic interface or through the LSR Process.

## 12.11 Data Migration Interface

12.11.1 The Data Migration Interface provides CLEC the ability to migrate its entire data store from SBC MISSOURI to another LIDB and/or CNAM Database provider.

12.11.2 Data Migration Interface is available when CLEC converts from SBC unbundled local switch ports to non-SBC MISSOURI switches and CLEC desires to migrate its data to a different LIDB provider.

12.11.3 When CLEC is migrating its Line Record Information to another LIDB and/or CNAM Database provider, CLEC will coordinate its move with the new Database provider.

12.11.4 CLEC will coordinate a meeting between its new Database provider and SBC MISSOURI's LIDB system administrators to establish all dates for the exchange of Line Record Information. CLEC is responsible for initiating all updates to network routing information such as the Calling Name Access Routing Guide (CNARG), LIDB Access Routing Guide (LARG), and Number Portability Administration Center (NPAC).

12.11.5 CLEC will use its data Administration interface (i.e., unbundled electronic interface or LSR Process) to delete all Line Records from SBC MISSOURI's LIDB and/or CNAM Database according to the schedule established by its new Database provider. Alternatively, CLEC may request SBC MISSOURI to delete its records, however, such request must be made in writing and may require CLEC to provide a complete list of all telephone numbers to be deleted.

12.11.6 CLEC will update its LIDB Ballot to indicate that Line Records associated with conversion activity will result in the deletion of Line Records from SBC MISSOURI's LIDB.

12.11.7 SBC MISSOURI will provide Data Migration information to CLEC's new LIDB and/or CNAM Database provider formatted as set forth in GR-2992-CORE, using a medium agreed to between SBC MISSOURI and CLEC's new LIDB and/or CNAM Database Provider.

## 12.12 LIDB Editor Interface

12.12.1 LIDB Editor Interface provides CLEC with unbundled access to SBC MISSOURI's LIDB Editor equivalent to SBC MISSOURI's manner of access. LIDB Editor provides CLEC with emergency access to LIDB only when the LIDB SMS is unable to access LIDB or is otherwise inoperable.

12.12.2 LIDB Editor Interface is not an interface to LIDB SMS. LIDB Editor is an SCP tool accessible only by authorized SBC MISSOURI's employees. CLEC will have access to SBC MISSOURI's employees authorized to access LIDB Editor during the same times and under the same conditions that SBC MISSOURI has access to LIDB Editor.

12.12.3 CLEC understands that its record access through the LIDB Editor Interface will be limited to its own Line Records.

12.12.4 CLEC will complete all necessary documentation confirming its emergency update requests and submitting such documentation to SBC MISSOURI at the time CLEC makes an update request. CLEC and SBC MISSOURI will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.

12.12.5 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between LIDB SMS data and LIDB data. CLEC will confirm all LIDB Editor Interface updates over the interface CLEC uses to Administer its Line Records (e.g., unbundled electronic interface or LSR Process), once SMS update capability is restored. CLEC understands that if it does not confirm such updates, its updates might become reversed during the audit process.

## 12.13 Audits

SBC MISSOURI will provide CLEC with audit functionality as described immediately below.

### 12.13.1 LIDB Audit

12.13.1.1 This audit is between the LIDB SMS and LIDB. This audit verifies that LIDB SMS records match LIDB records. The LIDB Audit is against all Line Record and Group Record information in LIDB SMS and LIDB, regardless of Account Ownership.

12.13.1.2 SBC MISSOURI will run the LIDB on a daily basis.

12.13.1.3 SBC Missouri will create a "variance file" of all CLEC records that fail the LIDB audit. CLEC can access this file through the Interactive Interface.

12.13.1.4 CLEC will investigate accounts that fail the LIDB audit and correct any discrepancies within fourteen (14) days after the discrepancy is placed in the variance file. CLEC will correct all discrepancies using the LIDB SMS interface(s) CLEC has requested under this Attachment.

### 12.13.2 Source Audit

12.13.2.1 This audit verifies that an Account Owner's Line Records in the LIDB SMS match the source of the Account Owner's Line Records.

12.13.2.2 For purposes of this audit, the source of CLEC's Line Records Administered through the LSR Process will be SBC MISSOURI's billing system that contains the LIDB data for CLEC.

12.13.2.3 For purposes of this audit, the source of CLEC's Line Records Administered through direct unbundled electronic interfaces shall be CLEC's system or process as identified by CLEC.

12.13.2.4 SBC MISSOURI will provide CLEC with a file containing all of CLEC's Line Records in LIDB SMS that CLEC administers through unbundled electronic interface(s). SBC MISSOURI will deliver such file(s) to CLEC electronically over the Service Order Entry Interface. CLEC will use this file to audit its LIDB accounts against CLEC's source and CLEC will correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Attachment.

12.13.2.5 SBC MISSOURI will provide CLEC scheduled and nonscheduled billing system audits as set forth following.

#### 12.13.3 Scheduled Audits:

CLEC will request a source audit file of its entire LIDB data store once per year. The Parties will mutually agree upon the dates such audit files will be provided.

#### 12.13.4 Unscheduled Audits:

CLEC can request additional audit files and SBC MISSOURI will work cooperatively.

#### 12.14 Fraud Monitoring

12.14.1 SBC MISSOURI will provide Fraud Monitoring as set forth in the General Terms and Conditions.

#### 12.15 LIDB Data Screening

12.15.1 LIDB Data Screening is a security application that provides CLEC with the capability of allowing, denying, or limiting a Query originator's access to CLEC's data that is stored on SBC MISSOURI's LIDB(s). CLEC can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and LIDB Basis.

12.15.2 The ability to allow or limit Query originators to CLEC's data provides CLEC with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.

12.15.3 SBC MISSOURI will not share with CLEC the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, SBC MISSOURI will work cooperatively with CLEC to implement and manage CLEC's own Data Screening needs.

12.15.4 SBC MISSOURI is solely responsible for initiating, modifying, or deactivating Level 1 Data Screening. CLEC is solely responsible for initiating, modifying, or deactivating Level 2 Data Screening.

12.15.5 CLEC understands that requests to allow, deny, or limit a Query originator's access to CLEC's data will apply to the point code associated with the Service Platform that launches the LIDB Query. As such, all entities that

Query LIDB through a single Originating Point Code will be affected by CLEC's Level 2 Data Screening decisions regarding such Originating Point Code.

12.15.6 CLEC will use an interface designated by SBC MISSOURI to notify SBC MISSOURI of CLEC's Level 2 Data Screening requests. SBC MISSOURI will accept such blocking requests from CLEC only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by SBC MISSOURI. CLEC will provide such Level 2 Data Screening requests according to time frames set forth in SBC MISSOURI's operating procedures, which the Parties agree SBC MISSOURI can change from time to time at its sole discretion. SBC MISSOURI shall not be responsible for any claims related to untimely or incorrect blocking requests that are initiated by CLEC.

12.15.7 CLEC will Administer its LIDB Data Screening Requests according to methods and procedures developed by SBC MISSOURI which the Parties agree SBC MISSOURI may change from time to time at its sole discretion. The Parties will work cooperatively to administer CLEC's Level 2 Data Screening in a timely and efficient manner.

12.15.8 If an entity with appropriate jurisdictional authority determines that SBC MISSOURI cannot offer Level 2 Data Screening, the Parties agree that SBC MISSOURI will not abide by CLEC's requests for such Data Screening and SBC MISSOURI will not have any liability to CLEC for not providing such Data Screening.

12.15.9 If CLEC, or CLEC's affiliate(s) also originate Queries to SBC MISSOURI's LIDB and CLEC and/or CLEC's affiliate(s) has obtained a ruling from a regulatory or judicial entity having appropriate authority, that its Queries cannot be screened from the data of any or all Account Owner(s) in SBC MISSOURI's LIDB, CLEC may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If CLEC has already obtained Level 2 Data Screening prior to its or its affiliate(s) obtaining such regulatory or judicial ban, the Parties agree that SBC MISSOURI can remove any prior Level 2 Data Screening requests that CLEC has made in accordance with such jurisdictional or regulatory directive.

12.15.10 CLEC understands that LIDB data Screening is a capability of a LIDB and can apply only to CNAM information which such information is part of a LIDB rather than a stand-alone CNAM Database.

12.15.11 CLEC understands that decisions to limit or deny its data to Query originators might result in denial of service or impairment of service to its End Users when such End Users attempt to use services provided by the Query originator and those services rely on LIDB data.

12.15.12 CLEC is responsible for resolving all disputes regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. CLEC agrees that, based upon a request from a Query originator, SBC MISSOURI will identify to such Query originator the presence of Level 2 Data Screening.

12.15.13 CLEC understands that SBC may offer a reverse form of LIDB Data Screening to Query originators that allow such originators to limit or deny the data they receive from SBC MISSOURI's LIDB on an Account Owner bases. CLEC further understands that where available, SBC MISSOURI will honor such requests from Query originators.

## 12.16 Custom Data Elements

12.16.1 The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line Records as set forth following:

12.16.1.1 SBC MISSOURI will establish all Assignment Authorities and Custom IDs for all Account Owners for all Custom Data Elements.

12.16.1.2 The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.

12.16.1.3 CLEC will confirm to SBC MISSOURI's SMS administrators that CLEC has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements CLEC requests to create. SBC MISSOURI will, upon request, work with CLEC to recommend processes and procedures that may assist CLEC in its efforts. To the extent that any new process or procedure will result in changes to SBC MISSOURI's LIDB, LIDB SMS or LIDB SMS interfaces, including the LSR Process, such changes will be done pursuant to the BFR Process.

12.16.1.4 Requests to create Custom Data Elements that require the addition of hardware and/or software on SBC MISSOURI's LIDB and/or LIDB SMS will be provided pursuant to the BFR Process.

12.16.1.5 CLEC will abide by SBC MISSOURI; methods and procedures for creating Custom Data Elements.

CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.

If CLEC uses the LSR Process to Administer its data and CLEC requests creation of Custom Data Elements, CLEC is responsible for initiating, through Change Management, the needed changes to the LSR and Operations Support Systems that are needed, including audit processes, to support such data administration. All such changes will be made pursuant to the BFR Process.

12.16.1.8 The Parties agree that all Custom Data elements are the proprietary property of the Account Owner associated with the Custom Data Element. CLEC will not ask for, and SBC MISSOURI will not provide, CLEC with a list of other Account Owners' Customer Data Elements.

12.16.1.9 CLEC will not create a Custom Data Element when a Standard Data Element has already been deployed on SBC MISSOURI's LIDB. If CLEC has created a Custom Data Element and a Standard Data Element is subsequently deployed on SBC MISSOURI's LIDB for the same Data Element, CLEC will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

## 12.17 Technical Requirements

12.17.1 SBC MISSOURI will enable CLEC to store in SBC MISSOURI's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB and to which CLEC provides service through an SBC MISSOURI unbundled local switch port.

12.17.2 For the LIDB unbundled Network Element, the Technical Publication or other written description provided for in Section 2.17.2 will include a description of the data elements required to support LIDB-based query processing.

12.17.3 SBC MISSOURI, and SBC MISSOURI's agents who administer data in SBC MISSOURI's LIDB SMS, will not provide any access to or use of CLEC line-record data in SBC MISSOURI's LIDB SMS by any third party that is not authorized by CLEC in writing.

## 13.0 TOLL FREE NUMBER DATABASE

13.1 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end

office 800 (SSP) functionality and (CCS/SS7) signaling. This Section is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Section be construed to circumvent the prices, terms, conditions or billing as specified for such related elements. To utilize the Toll Free Calling Database access, CLEC must use SBC unbundled local switching offered under Section 251 or 271 of the Act. When CLEC elects to use its own switch, then access to the Toll Free Calling Database may be purchased from SBC's Federal Access Tariffs.

13.2 SBC MISSOURI's 800 database receives updates processed from the Service Management System (SMS) National 800 Database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (RespOrg) who obtain access to the SMS via the 800 Service Management System, BOC Tariff F.C.C. No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established RespOrg. The services of a RespOrg includes creating and updating 800 records in the SMS to download in the 800 database(s). SBC MISSOURI does not, either through a tariff or contract, provide RespOrg service.

13.3 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

13.4 Access to the Toll Free Calling Database allows CLEC to access SBC MISSOURI's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800, 877 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 877 and 888 [and 866, 855, 844, 833, 822, when available]).

13.5 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA.

13.6 In addition to the Toll Free Database query, there are three optional Call Routing features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an CLEC switch to the SBC MISSOURI Toll Free Database, CLEC will pay the Toll Free Database query rate for each query received and processed by SBC MISSOURI's database. When applicable, the charge for the Call Handling and Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by CLEC. The Toll Free Database charges do not apply when CLEC uses SBC MISSOURI's Unbundled Local Switching. These rates are reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database".

13.6.1 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, SBC MISSOURI will deliver the designated 10-digit number.

13.6.2 The Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.

13.6.3 The Call Handling and Destination feature allows routing of 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI.

13.6.4 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling.

13.7 CLEC will address its queries to SBC MISSOURI' database to the alias point code of the STP pair identified by SBC MISSOURI. CLEC's queries will use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC MISSOURI to properly process queries to its 800 database.

13.8 SBC MISSOURI may employ certain automatic and/or manual overload controls to protect SBC MISSOURI's CCS/SS7 network. SBC MISSOURI will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SBC MISSOURI prescribes for itself. Any network management controls found necessary to protect Toll Free Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

13.9 CLEC will only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. CLEC will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SBC MISSOURI's Toll Free Calling Database. If CLEC acts on behalf of other carriers to access SBC MISSOURI's Toll Free Calling Database, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SBC MISSOURI after a query to SBC MISSOURI's Toll Free Calling Database.

13.10 CLEC will ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers and that the SSP Provider has transmitted the appropriate subsystem number and translation type.

13.11 SBC MISSOURI provides access to the Toll Free Calling Database as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its MISSOURI local service customers where SBC MISSOURI is the incumbent local exchange carrier. CLEC agrees that any other use of SBC MISSOURI's Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of SBC's effective tariffs, as revised, for 800 database services.

## **14.0 AIN CALL RELATED DATABASE**

14.1 Definition: The AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.

14.2 SBC MISSOURI will provide CLEC access to the SBC MISSOURI's Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself, providing that security arrangements can be made. CLEC requests to use the SBC MISSOURI SCE will be subject to request and review procedures to be agreed upon by the Parties.

14.3 When CLEC utilizes SBC MISSOURI's Local Switching network element and requests SBC MISSOURI to provision such network element with a technically feasible AIN trigger, SBC MISSOURI will provide access to the SBC MISSOURI AIN Call Related Database for the purpose of invoking a CLEC developed AIN feature as per previous section.

14.4 When CLEC utilizes its own local switch, SBC MISSOURI will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SBC MISSOURI AIN feature or an CLEC developed AIN feature as per previous section.

14.5 SBC MISSOURI will provide access to its AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any mediation, static or dynamic, will only provide network reliability, protection, security and network management functions consistent with the access service provided. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and include, but are not limited to procedures either (1) resident in the SBC MISSOURI STP that serves the appropriate SBC MISSOURI AIN SCP or (2) via manual controls that are initiated from SBC MISSOURI's Network Elements. Such management controls will be applied to the specific problem source, wherever that source is, including SBC MISSOURI, and not to all services unless a problem source cannot be identified.

14.6 As requested by CLEC, SBC MISSOURI will provide specifications and information reasonably necessary for CLEC to utilize SBC MISSOURI SCE where such specifications and documentation are unique to SBC MISSOURI or are available only to SBC MISSOURI from the vendor of its SCP, SCE, and/or service management system. CLEC is responsible for obtaining, at its own expense, all other documentation.

14.7 SBC MISSOURI will take reasonable steps to protect and partition CLEC service logic and data from unauthorized access, execution or other types of compromise, where technically feasible.

14.8 Access to AIN and SCE will be provided to CLEC at rates, terms, and conditions to be negotiated by the Parties.

## 15.0 CROSS-CONNECTS

15.1 The cross connect is the media between the SBC MISSOURI distribution frame and a CLEC designated collocated space, UNE Access Method, Subloop Access Method, or other SBC MISSOURI Unbundled Network Elements purchased by CLEC under this Agreement, whether provided by SBC MISSOURI pursuant to Section 251 or 271 of the Act.

15.2 SBC MISSOURI offers a choice of loop cross connects with each unbundled loop type detailed in Appendix Pricing. SBC MISSOURI will charge CLEC the appropriate rate as shown on Appendix Pricing UNE – Schedule of Prices labeled “Loop Cross Connects with Testing” and “Loop Cross Connects without Testing”. Cross connects will be made available for loops and combinations of loops and transport with the following testing options, at CLEC's discretion: at both ends of the circuit, at one end of the circuit, or without testing. At CLEC's request, a cross connect with testing may be ordered at one end of an EEL circuit and a cross connect without testing at the other end of that EEL circuit.

15.3 The applicable Loop cross connects shall include, but shall not be limited to, the following:

- 15.3.1 2-Wire Analog Loop to Collocation
- 15.3.2 2-Wire Analog Loop to UNE Connection Methods point of access
- 15.3.3 2-Wire Analog Loop to Collocation (without testing)
- 15.3.4 4-Wire Analog Loop to Collocation
- 15.3.5 4-Wire Analog Loop to UNE Connection Methods point of access
- 15.3.6 4-Wire Analog Loop to Collocation (without testing)
- 15.3.7 2-Wire Digital Loop to Collocation
- 15.3.8 2-Wire Digital Loop to UNE Connection Methods point of access
- 15.3.9 2-Wire Digital Loop to Collocation (without testing)
- 15.3.10 Intentionally Left Blank

15.3.11 4-Wire Digital Loop to UNE Connection Methods point of access OKL

\*15.3.12 4-Wire Digital Loop to Collocation/Mux(without testing)

15.3.13 DSL Shielded Cross Connect to Collocation

15.3.14 2-Wire DSL non-shielded cross connect to Collocation

15.3.15 4-Wire DSL non-shielded cross connect to Collocation

15.3.16 DS3 loop to Collocation

15.3.17 Dark fiber loop to Collocation

\*15.3.18 Dark fiber loop to Dark fiber transport

15.4 The applicable dedicated transport cross connects include, but are not limited to:

15.4.1 DS-1 to Collocation

15.4.2 DS-1- to mux

15.4.3 DS-1 to loop

15.4.4 DS-3 to Collocation

15.4.5 DS-3 to mux

15.4.6 DS-3 to loop

15.4.7 Dark fiber transport to Collocation

\*15.4.8 Dark fiber loop to Dark fiber transport

15.5 The applicable Port cross connects for the purpose of CLEC or SBC MISSOURI connecting a SBC MISSOURI Port UNE to CLEC Collocated facilities are as follows:

15.5.1 Analog Line Port to Collocation

15.5.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

15.5.3 Primary Rate Interface (PRI) Trunk Port to Collocation

15.5.4 Analog DID Trunk Port to Collocation

15.5.5 DS-1 Trunk Port to Collocation

15.6 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a SBC MISSOURI Loop with a SBC MISSOURI Port are as follows:

15.6.1 Analog Loop to Switch Port 2W

15.6.2 Digital Loop to Switch Port 2W

15.6.3 Digital Loop to Switch Port 4W

\*15.7 The applicable multiplexing cross connects for the purposes of CLEC or SBC MISSOURI connecting a SBC MISSOURI multiplexing port UNE to a CLEC collocated facility include, but are not limited to:

\*15.7.1 DS1 Multiplexing Port to Collocation

\*15.7.2 DS3 Multiplexing Port to Collocation

\*15.8 The applicable multiplexing cross connects for the purpose of CLEC or SBC MISSOURI connecting a SBC MISSOURI multiplexing port UNE to a loop UNE include, but are not limited to:

\*15.8.1 DS1 Multiplexing Port to DS0 Loop

- \*15.8.2 DS1 Multiplexing Port to DS1 Loop
- \*15.8.3 DS3 Multiplexing Port to DS1 Loop
- \*15.8.4 DS3 Multiplexing Port to DS3 Loop

15.9 Cross connects to the collocation arrangement associated with unbundled local loops are available with or without automated testing and monitoring capability.

15.10 SBC MISSOURI offers the choice of cross connects with subloop elements as detailed in Appendix Pricing. SBC MISSOURI will charge CLEC the appropriate rate as shown on Appendix Pricing UNE – Schedule of Prices labeled “Subloop Cross Connect”.

15.11 CLEC must cross connect ULS to either its Collocation Arrangement or Loop or UDT.

## **16.0 ADDITIONAL REQUIREMENTS APPLICABLE TO UNBUNDLED NETWORK ELEMENTS**

This Section 16 sets forth additional requirements for Unbundled Network Elements which SBC MISSOURI agrees to offer to CLEC under this Agreement.

16.1 SBC MISSOURI will offer unbundled local loops with and without automated testing and monitoring services where technically feasible. If a CLEC uses its own testing and monitoring services, SBC MISSOURI still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports. When CLEC orders a switch port, or local loop and switch port in combination, SBC MISSOURI will, at CLEC’s request, provide automated loop testing through the Local Switch rather than install a loop test point. SBC MISSOURI’s Special Access Bridging and Hubbing engineering rules and restrictions do not apply to UNEs or to UNE Combinations.

16.2 Synchronization

16.2.1 Definition:

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

16.2.2 Technical Requirements

SBC MISSOURI will provide synchronization to equipment that is owned by SBC MISSOURI and is used to provide a network element to CLEC in the same manner that SBC MISSOURI provides synchronization to itself.

## **17.0 PRICING**

17.1 Price Schedules

Attached hereto as Appendix Pricing – Network Elements is a schedule which reflects the prices at which SBC MISSOURI agrees to furnish unbundled Network Elements required to be provided to CLEC under Section 251 and Section 271 of the Act.

