

- 2.3 Except where otherwise explicitly provided in the corresponding tariffs, CLEC shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service or except where SWBT permits such sharing by its own end users.
- 2.4 The CLEC shall resell these telecommunications services only to the same class of customers to which SWBT sells the services, e.g. residence service may not be resold to business customers. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission.
- 2.5 SWBT promotions of ninety (90) days or less shall not be available to the CLEC for resale.
- 2.6 The CLEC shall not use a resold service to avoid the rates, terms and conditions of SWBT's corresponding retail tariff.
- 2.7 The CLEC shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 2.8 An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.
- 2.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. CLEC shall pay for PIC changes at the tariffed rate.
- 2.10 SWBT shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered at retail by SWBT as the incumbent local exchange carrier to its end users.
- 2.11 When CLEC converts an end user currently receiving non-complex service from the SWBT network, without any changes to SWBT's network, CLEC will be charged a per order (i.e., per billable telephone number) conversion charge of twenty-five dollars (\$25.00) in Missouri. Conversion orders processed and

completed electronically will be charged five dollars (\$5.00) per order on an interim basis. Complex conversion orders will be charged at a rate of one hundred twenty-five dollars (\$125.00) per order. Custom Services conversions (e.g., Plexar Custom) will be handled on a Customer Specific Proposal basis.

- 2.11.1 When CLEC converts an end user and adds or changes are made to the network, the respective conversion charge will apply, as well as any normal service order charges associated with said changes. All nonrecurring service connection charges, excluding the conversion charge mentioned above, will be charged at a discount for those services listed in the exhibits to this Appendix.
- 2.12 For the purposes of ordering new service under this Appendix, each request for new service shall be handled as a separate and initial request for service per billable telephone number. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on SWBT's network, regardless of the non-facilities based Competitive Local Exchange Carrier of record.
- 2.13 If the CLEC is in violation of a provision of this Appendix, SWBT will notify the CLEC of the violation in writing. Such notice must refer to the specific provision being violated. At such time, the CLEC will have thirty (30) days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT will then bill the CLEC for the charges which should have been collected by SWBT or the actual revenues collected by the CLEC from its end users for the stated violation, whichever is greater. Should the CLEC dispute the violations, it must notify SWBT in writing within fourteen (14) days of receipt of notice from SWBT. Disputes will be resolved as outlined in the Disputed Amounts Section of the Agreement.
- 2.14 SWBT is not required to make services available for resale at wholesale rates to CLEC for its own use. SWBT, however, shall at its option agree to allow CLEC to purchase SWBT's Telecommunications Services and other services available for resale as outlined in the exhibits to this Appendix, as long as said services are not resold exclusively or predominately to CLEC, its subsidiaries, or affiliates.
- 2.15 The effective date of this Appendix shall be ten (10) days after the date the Commission approves the Interconnection Agreement.

3.0 ANCILLARY SERVICES

- 3.1 Where available, SWBT will afford CLEC end users with the ability to make 911 calls. CLEC shall be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the Public Safety Answering Point (PSAP).
- 3.2 Where requested by SWBT, the CLEC shall provide SWBT with accurate and complete information regarding end users in a format and time frame prescribed by SWBT, for purposes of 911 administration.
- 3.3 SWBT shall provide CLEC's end users access to SWBT Directory Assistance Service. CLEC shall pay SWBT amounts attributable to Directory Assistance services used by CLEC's end users. Discounts associated with the utilization of Directory Assistance Service are outlined in the exhibits to this Appendix.
- 3.4 SWBT shall provide, at no additional charge, a straight line listing of the CLEC end user in the appropriate SWBT local White Pages. Subscriber listing information on resold lines shall remain the property of SWBT.
- 3.5 Additional Listing services (e.g., foreign or signature listings) can be purchased by CLEC for its end users on a per listing basis. CLEC shall pay SWBT amounts attributable to Additional Listing services used by CLEC's end users. The exhibits outline the discounts associated with such additional listing services.
- 3.6 CLEC hereby releases SWBT from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. To the extent CLEC reimburses its end user subscriber any listing charge due to errors or omissions caused directly by SWBT, SWBT shall reimburse CLEC any associated wholesale rate.
 - 3.6.1 CLEC shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information as it appears in the White Pages directory, including any error or omission related to nonpublished or nonlisted subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SWBT for reasonable attorney's fees and

other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.

- 3.7 SWBT or its agents will deliver local White Pages directories to CLEC end user's premises at the same time and under the same conditions that such directories are delivered to SWBT end users.
- 3.7.1 CLEC end users shall be entitled to one directory per basic residential or business line provided by SWBT pursuant to this Appendix.
- 3.7.2 SWBT, or its agents, shall deliver a White Pages Directory to CLEC end users' premises at the same time that such directories are delivered to SWBT end users. If an CLEC's end user already has a current SWBT directory, SWBT shall not be required to deliver a directory to that end user until new directories are published for that end user's location.
- 3.8 SWBT shall provide CLEC's end users access to SWBT's Operator Services. CLEC shall pay SWBT amounts attributable to Operator Services used by CLEC's end users. Discounts associated with the utilization of Operator Services features are outlined in the exhibits to this Appendix.

3.9 Payphone Services

- 3.9.1 CLEC may enter the business of providing local telecommunications services to payphone service providers (PSPs) for PSPs' use in providing payphone service. Local telecommunications services which PSPs use in providing and which are provided to PSPs by CLEC by means of reselling those of SWBT's services offered pursuant to the General Exchange Tariff, Sec. 36 are referred to in this Agreement as "Payphone Lines". In its Common Carrier Docket No. 96-128, the Federal Communications Commission ("FCC") has ordered SWBT to compensate PSP customers of CLECs that resell SWBT's services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation".
- 3.9.2 The Parties desire that SWBT satisfy its obligation to pay Payphone Compensation to Payphone Service Providers (PSPs) who are customers of CLEC by paying the Payphone Compensation to the CLEC who will then forward the Payphone Compensation directly to the PSPs

- 3.9.3 Subject to any future order of the FCC which obligates SWBT to pay an amount different from the following, SWBT will pay Payphone Compensation due with respect to the Payphone lines in the amount of \$0.284 per call. SWBT will pay to CLEC such Payphone Compensation only for (i) intraLATA subscriber 800 calls for which SWBT provides the 800 service to the subscriber and carries the call and (ii) intraLATA calls placed using SWBT's prepaid calling card platform and carried by SWBT. SWBT will not pay to CLEC any Payphone Compensation for nonsent paid calls.
- 3.9.4 SWBT will pay to CLEC the Payphone Compensation due to CLEC Customer (PSP) within sixty (60) days after the close of the calendar quarter in which the call for which Payphone Compensation is due is made. However, payment may be made later than sixty (60) days if SWBT deems it necessary to investigate a call or calls for possible fraud. To the extent to which SWBT's first payment includes Payphone Compensation for calls made prior to any calendar quarter which ended thirty (30) days after this Agreement takes effect and will include as Payphone Compensation under this Agreement an amount equal to the Payphone Compensation which would have been due to CLEC under this Agreement had this Agreement taken effect on October 7, 1997.
- 3.9.5 SWBT will make any payment due to CLEC under this Agreement by crediting CLEC's bill for the Payphone Line over which the call which gives rise to the Payphone Compensation is placed. SWBT will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to SWBT on the bill.
- 3.9.6 Nothing in this Agreement entitles CLEC to receive or obligates SWBT to provide any call detail or other call record.
- 3.9.7 CLEC represents and warrants that the only SWBT services which CLEC will make available to PSPs as Payphone Lines are the services which SWBT offers pursuant to the General Exchange Tariff, P.S.C.Mo. No. 35, Sec. 34.
- 3.9.8 Except as provided otherwise in this paragraph, CLEC shall pay the entire amount of the Payphone Compensation due with respect to a Payphone Line to the PSP who is the CLEC Customer for the payphone line. CLEC shall make such payment on or before the last business day of the calendar quarter in which the call for which

the Payphone Compensation is due to the PSP is made. If SWBT pays any Payphone Compensation to the CLEC later than sixty (60) days after the close of the calendar quarter in which the call for which Payphone Compensation is due is made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP who is the CLEC's customer for the Payphone Line within ten (10) business days after receiving such Payphone Compensation from SWBT.

3.9.9 CLEC shall indemnify, defend and hold harmless SWBT from and against any loss, cost, claim, liability, damage or expense (including reasonable attorney's fees) to any third party, including PSP, relating to or arising from any of the following:

- (a) CLEC's failure to comply with all the terms and conditions of Sec. 6.10 or
- (b) Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service or
- (c) False representation by CLEC.

4.0 **BRANDING**

4.1 Except where otherwise required by law, CLEC shall not, without SWBT's written authorization, offer the resale services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates, nor shall the CLEC state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications services to its own customers. The CLEC may brand services included in this Appendix with its own brand name, but SWBT will not provide for CLEC branding of those services.

4.2 Development of Branding Directory Assistance and Operator Services

- A. **Requirements** - Pursuant to § 226 (b) of The Telecommunications Act of 1996, each provider of Operator Services is required to:
 - 1. Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
 - 2. Disclose immediately to the consumer, upon request a quote of its rates or charges for the call.

3. Where SWBT provides CLECs OS and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Since SWBT's DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA/OS. Such branding will be provided pursuant Section B. below.

B. **Call Branding** - In compliance with A.1. above, SWBT will brand DA/OS in CLEC's name based upon the criteria outlined below:

1. CLEC will provide SWBT with written specification of its company name to be used in creating CLEC specific branding messages for its DA/OS calls.
2. An initial non-recurring charge applies per load for the establishment of Call Branding as well as a charge per subsequent load to change the brand. In addition, a per call charge applies for every DA/OS call handled by SWBT on behalf of CLEC when such services are provided in conjunction with resale services. Prices for Call Branding are as outlined in Exhibit C, attached hereto and incorporated herein.

C. **Rate/Reference Information** - SWBT will provide CLEC DA/OS Rate/Reference Information based upon the criteria outlined below:

1. CLEC will furnish DA/OS Rate and Reference Information in a mutually agreed to format or media thirty (30) days in advance of the date when the DA/OS Services are to be undertaken.
2. CLEC will inform SWBT, in writing, of any changes to be made to such Rate/Reference Information ten (10) working days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate/Reference Information in advance of when the Rates/Reference Information are to become effective.
3. In all cases when a SWBT Operator receives a rate request from a CLEC end user, SWBT will quote the applicable DA/OS rates as provided by CLEC.
4. An initial non-recurring charge will apply for loading of CLEC's DA/OS Rate/Reference Information as well as a charge for each subsequent change to either the CLEC's DA/OS Services Rate or Reference Information as outlined in Exhibit C, attached hereto and incorporated herein.

- 4.3 Customized Routing - SWBT shall also offer CLEC the opportunity to customize route DA/OS where technically feasible. CLEC agrees to pay SWBT appropriate charges associated with customized routing on an ICB basis.

5.0 RESPONSIBILITIES OF SWBT

- 5.1 SWBT shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. SWBT, with input from CLEC, shall provide interface specifications for electronic access for these functions to CLEC once such electronic interfaces become technically feasible and are in place. However, CLEC shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available, as outlined in Appendix OSS.
- 5.2 SWBT shall implement CLEC service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users.
- 5.3 CLEC will have the ability to report trouble for its end users to appropriate SWBT trouble reporting centers twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned a customer contact center when initial service agreements are made. CLEC end users calling SWBT will be referred to CLEC at the number provided by CLEC.
- 5.3.1. Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers dated 11/15/95, as amended by SWBT from time to time. Both parties agree to abide by the procedures contained therein.
- 5.4 SWBT will provide CLEC with the detailed billing information in a standard electronic format as outlined in Appendix OSS necessary for CLEC to issue a bill to its end users. On no less than sixty (60) days advance written notice, CLEC will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services. CLEC agrees to pay SWBT three tenths of a cent (\$.003) per message.
- 5.5 SWBT shall make telecommunications services that SWBT provides at retail to subscribers who are not telecommunications carriers available for resale consistent with its obligation under §251(c)(4)(A) of the Telecommunications Act. SWBT currently uses the Accessible Letter process to notify CLEC of new services available for resale during the term of this Agreement. The notification shall advise CLEC of the category in which such new service shall be placed and the same discount already applicable to CLEC in that category shall apply to the new service. Should SWBT change its notification procedures to the CLEC, the notice will be no less prompt than the Accessible Letter.

- 5.6 CLEC end user's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC) or its Annoying and Anonymous Call Bureau. SWBT shall notify CLEC of requests by its end users to provide the call records to the proper authorities. Subsequent communication and resolution of the case with CLEC's end user (whether that end user is the victim or the suspect) will be coordinated through the CLEC.
- 5.6.1. CLEC understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information shall be provided. It shall be the CLEC's responsibility to provide additional information necessary for any police investigation. CLEC shall indemnify SWBT against any claims that insufficient information led to inadequate prosecution. SWBT shall handle law enforcement requests consistent with the Miscellaneous-Law Enforcement Section of the Interconnection Agreement.
- 5.7 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to their end users. SWBT will offer to CLEC Company Initiated Suspension service for their own purposes at the SWBT retail tariffed rate. Should CLEC choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should CLEC issue a disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate charges on the account back to the suspension date. Should CLEC restore their end user, restoral charges at the SWBT retail tariffed rate will apply and CLEC will be billed for the appropriate service from the time of suspension.

6.0 RESPONSIBILITIES OF CLEC

- 6.1 Prior to submitting an order under this Agreement, CLEC shall obtain end user authorization as required by applicable state or federal laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. SWBT shall abide by the same applicable laws and regulations.
- 6.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies SWBT or CLEC that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user, except in those instances where the end user's account is local PIC protected. It is the responsibility of the end user to provide authorization to the current provider of record to remove local service provider protection before any changes in local exchange service provider are processed.

SWBT shall be free to connect the end user to any Competitive Local Exchange Carrier based upon the Competitive Local Exchange Carrier's request and Competitive Local Exchange Carrier's assurance that proper end user authorization has been obtained. CLEC shall make authorization available to SWBT upon request and at no charge.

- 6.3 When an end user changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user's authorized agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 6.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a third party. If SWBT, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, SWBT shall charge CLEC a fifty dollar (\$50) investigation fee.
- 6.5 When SWBT receives an order from CLEC for services under this Agreement and SWBT is currently providing the same services to another Competitive Local Exchange Carrier for the same end user, SWBT shall notify the end user's Competitive Local Exchange Carrier of record of such order coincident with processing the order, should CLEC subscribe to the Local Disconnect Report (LDR) as outlined below. It shall then be the responsibility of the Competitive Local Exchange Carrier of record and CLEC to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple CLECs or from SWBT.
 - 6.5.1 On no less than sixty (60) days notice, CLEC may request the LDR., SWBT agrees to furnish to CLEC the Billing Telephone Number (BTN), Working Telephone Number (WTN), and terminal number of all end users who have disconnected CLEC's service. CLEC understands and agrees that the CARE interface will be used to provide such information and such information will only be available via the CARE electronic data transmission as outlined in Appendix OSS. Information will be provided on a per WTN basis to be priced on a per WTN basis. SWBT will provide CLEC no less than thirty (30) days notice prior to any change of the per-WTN charge. SWBT grants to CLEC a non-exclusive right to use the information provided by SWBT. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay SWBT ten cents (\$0.10) per WTN and any applicable transmission charges for the LDR.

- 6.6 The CLEC agrees to hold harmless and indemnify SWBT against any and all liability and claims, including reasonable attorney's fees, that may result from SWBT acting under this Article.
- 6.7 CLEC is solely responsible for the payment of charges for all services furnished under this Appendix including, but not limited to, calls originated or accepted at CLEC's location and its end users' service locations, with the exception of any retail services provided directly by SWBT to the end user which SWBT shall be responsible for billing.
- 6.7.1. Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SWBT for billing to resold end-user accounts will be returned as unbillable and will not be passed on to CLEC for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SWBT.
- 6.8 SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by CLEC. All applicable rates and charges for such services will be billed to and shall be the responsibility of CLEC, with the exception of other retail services provided directly to the end user by SWBT as described in paragraph 7 above.
- 6.8.1. Compensation for all services shall be paid regardless of a Party's ability or inability to collect charges from its end user for such service.
- 6.9 If CLEC does not wish to be responsible for collect, third number billed, toll and information services (e.g., 900) calls, it must order the appropriate blocking for resold lines under this Appendix and pay any applicable charges. CLEC acknowledges that blocking is not available for certain types of calls, including 800 numbers. It is the responsibility of the CLEC to order the appropriate toll restriction or blocking on all of their resold end user lines. Depending on the origination point, some calls may bypass blocking systems. CLEC acknowledges this limitation and understands that CLEC shall be responsible for any charges associated with such calls.
- 6.10 Deposit Requirements**
- 6.10.1 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with all telephone company affiliates of SBC Communications, Inc., (i.e., SWBT, Pacific Bell and Nevada Bell) with which CLEC is doing or has done business as a local service provider, CLEC shall remit a cash deposit to SWBT prior to the furnishing of service under this Agreement. The deposit required by the previous sentence shall be determined as follows: (a) if immediately prior to the

effective date of this Agreement, CLEC was not operating as a local service provider in the state covered by this Agreement, the deposit shall be in the amount of \$17,000; or (b) if immediately prior to the effective date of this Agreement, CLEC was operating as a local service provider in the state covered by this Agreement, the deposit shall be in the amount calculated using the method set forth in Paragraph 6.10.6 hereof. This cash deposit will be held by SWBT as a guarantee of payment of charges billed to CLEC. If CLEC has established a minimum of twelve (12) consecutive months good credit history with all telephone company affiliates of SBC Communications, Inc., (i.e., SWBT, Pacific Bell and Nevada Bell) with which CLEC is doing or has done business as a local service provider, SWBT shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Paragraphs 6.10.2 through 6.10.9 shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each telephone company affiliate of SBC Communications, Inc. with which CLEC is doing or has done business, CLEC's payment record for the most recent twelve (12) months occurring within the two year period immediately prior to the effective date of this Agreement shall be considered.

- 6.10.2 Any cash deposit held by SWBT shall be credited to CLEC's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter during the most recent twelve (12) months. For the purposes of this Paragraph 6.10, interest will be calculated as defined by the applicable state tariff regulating retail deposits and shall be credited to CLEC's account on an annual basis.
- 6.10.3 So long as CLEC maintains timely compliance with its payment obligations, SWBT will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, SWBT reserves the right to require additional deposit(s) in accordance with Paragraphs 6.10.4 through 6.10.9 of this Agreement.
- 6.10.4 If during the first six (6) months of operations under this Agreement, CLEC has been sent one delinquency notification letter by SWBT, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if the CLEC's actual billing average for a two month period exceeds the deposit amount held.
- 6.10.5 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC has been sent two delinquency notification letters by SWBT, the deposit amount shall be re-evaluated based upon CLEC's actual billing

totals and shall be increased if the CLEC's actual billing average for a two month period exceeds the deposit amount held.

- 6.10.6 Whenever a deposit is re-evaluated as specified in Paragraphs 6.10.4 and 6.10.5, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for a two month period plus the amount of any charges which would be applicable to transfer all then-existing resold service to SWBT in the event of CLEC's disconnection for non-payment of charges. The most recent three (3) months billing on all of CLEC's CBAs shall be used to calculate CLEC's monthly average.
- 6.10.7 Whenever a deposit is re-evaluated as specified in Paragraphs 6.10.4 and 6.10.5, above, CLEC shall remit the additional deposit amount to SWBT within thirty (30) calendar days of receipt of written notification from SWBT requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, SWBT shall begin the process set forth in Section 7 of this Agreement. If CLEC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 7.1 of this Agreement, then SWBT shall begin the procedure(s) set forth in Section 7.4, et seq. of this Agreement.
- 6.10.8 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to SWBT. No interest shall be paid by SWBT for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.
- 6.10.9 The fact that SWBT holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.
- 6.11 CLEC shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Appendix.
- 6.12 CLEC shall be responsible for providing to its end users and to SWBT a telephone number or numbers that CLEC's end users can use to contact CLEC in the event of service or repair requests. In the event that CLEC's end users contact SWBT with regard to such requests, SWBT shall inform the end user that they should call CLEC and may provide CLEC contact number. The requirements herein are subject to additional terms and conditions in the Coordinated Repair Calls Section of the Agreement.
- 6.13 CLEC agrees to pay all costs associated with a CLEC name change.

7.0 PROCEDURES FOR NONPAYMENT AND DISCONNECTION

- 7.1 If CLEC fails to pay when due (within 30 days of the bill date), any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges) or miscellaneous charges, and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, SWBT shall notify CLEC in writing that in order to avoid having service disconnected, CLEC must remit all Unpaid Charges to SWBT within fourteen (14) calendar days.
- 7.2 If CLEC disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform SWBT in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to SWBT all undisputed charges; and pay all disputed charges into an interest bearing escrow account established by CLEC with third party escrow agent mutually agreed upon by the Parties.
- 7.3 Disputes hereunder shall be resolved in accordance with the procedures identified in the Dispute Resolution Section of the Interconnection Agreement. Failure of CLEC to pay charges deemed owed to SWBT after conclusion of the Arbitration shall be grounds for termination under this section.
- 7.4 If any CLEC charges remain unpaid or undisputed twenty-nine (29) days past the due date, SWBT shall notify CLEC, the Commission and the end user's IXC(s) of Record in writing, that unless all charges are paid within sixteen (16) days, CLEC's service shall be disconnected and its end users shall be defaulted to SWBT local service. SWBT will also suspend order acceptance with the exception of disconnects on the same day that it sends the letter required by the preceding sentence.
- 7.5 If any CLEC charges remain unpaid or undisputed forty (40) days past the due date, CLEC shall, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for CLEC failure to pay Unpaid Charges, and that its end users must affirmatively select a new Competitive Local Exchange Carrier within five (5) days. The notice shall also advise the end user that SWBT will assume the end user's account at the end of the five (5) day period should the end user fail to select a new Competitive Local Exchange Carrier.
- 7.6 If any CLEC charges remain unpaid or undisputed forty-five (45) days past the due date, SWBT shall disconnect CLEC and transfer all CLEC's end users who have not selected another Competitive Local Exchange Carrier directly to SWBT's service. These end users shall receive the same services provided through CLEC at the time of transfer. SWBT shall inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through

this process. Applicable service establishment charges for switching end users from CLEC to SWBT shall be assessed to CLEC.

- 7.7 Within five (5) days of the transfer (fifty (50) days past CLEC's due date), SWBT shall notify all affected end users that because of an CLEC's failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a Competitive Local Exchange Carrier.
- 7.8 SWBT may discontinue service to CLEC upon failure to pay undisputed charges as provided in this section, and shall have no liability to CLEC or CLEC end users in the event of such disconnection.
- 7.9 If any end user fails to select a Competitive Local Exchange Carrier within thirty (30) days of the change of providers (eighty (80) days past CLEC's due date), SWBT shall terminate the end user's service. SWBT shall notify the Commission and the end user's IXC of Record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
- 7.10 Nothing herein shall be interpreted to obligate SWBT to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT may have with regard to such end users.
- 7.11 After disconnect procedures have begun, SWBT shall not accept service orders from CLEC until all unpaid charges are paid. SWBT shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to CLEC after disconnect for nonpayment.

8.0 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

EXHIBIT A
Southwestern Bell's Resale Telecommunications Services* List - Business
Missouri

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>LOCAL EXCHANGE SERVICE</u>		
Business 1 Party	19.2%	19.2%
Business - Multi-Line Hunting	19.2%	19.2%
Business Measured	19.2%	19.2%
Business Measured (HTG Class of Service)	19.2%	19.2%
<u>EXPANDED LOCAL CALLING</u>		
Mandatory EAS	19.2%	19.2%
Optional Metropolitan Calling Area	19.2%	19.2%
<u>VERTICAL SERVICES</u>		
Auto Redial	19.2%	19.2%
Call Blocker	19.2%	19.2%
Call Forwarding	19.2%	19.2%
Call Forwarding - Busy Line	19.2%	19.2%
Call Forwarding - Busy Line/Don't Answer	19.2%	19.2%
Call Forwarding - Don't Answer	19.2%	19.2%
Call Return	19.2%	19.2%
Call Trace	19.2%	19.2%
Call Waiting	19.2%	19.2%
Calling Name	19.2%	19.2%
Calling Number	19.2%	19.2%
ComCall®	19.2%	19.2%
Personalized Ring (1 dependent number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 1st number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 2nd number)	19.2%	19.2%
Priority Call	19.2%	19.2%
Remote Access to Call Forwarding	19.2%	19.2%
Selective Call Forwarding	19.2%	19.2%
Simultaneous Call Forwarding	19.2%	19.2%
Speed Calling 8	19.2%	19.2%
Speed Calling 30	19.2%	19.2%
Three Way Calling	19.2%	19.2%

*Some Services not available in all Areas.
Resale products available subject to state and federal rules, regulations and tariffs.

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>DID</u>		
DID (First Block of 100 - Category 1)	19.2%	19.2%
DID (First Block of 10 - Category 1)	19.2%	19.2%
DID (Ea. adl. block of 10 after first 10 - Category 1)	19.2%	19.2%
DID (Ea. adl. block of 100 after first 100 - Category 2)	19.2%	19.2%
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	19.2%	19.2%
DID (with Multifrequency)	19.2%	19.2%
DID (with Dual-Tone Multifrequency)	19.2%	19.2%
DID (1st 10 Trunks or access lines)	19.2%	19.2%
DID (11th thru 50th trunk or network access line)	19.2%	19.2%
DID (51st trunk or network access line)	19.2%	19.2%
<u>TRUNKS</u>		
Analog Trunks	19.2%	19.2%
Digital Trunks	19.2%	19.2%
<u>AIN</u>		
Area Wide Networking	19.2%	19.2%
Disaster Routing Service	19.2%	19.2%
Intelligent Redirect sm	19.2%	19.2%
Intellinumber	19.2%	19.2%
Positive ID	19.2%	19.2%
<u>OTHER</u>		
Bundled Telecommunications Services (e.g., the Works)	19.2%	19.2%
Customer Alerting Enablement	19.2%	19.2%
Grandfathered Services	19.2%	19.2%
Hot Line	19.2%	19.2%
Hunting	19.2%	19.2%
Local Operator Assistance Service	19.2%	19.2%
Night Number associated with Telephone Number	19.2%	19.2%
Night Number associated with a Terminal	19.2%	19.2%
Promotions (Greater than 90 days)	19.2%	19.2%
Telebranch [®]	19.2%	19.2%
TouchTone	19.2%	19.2%
Voice Dial	19.2%	19.2%
Warm Line	19.2%	19.2%

*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

RESALE DISCOUNTS
RECURRING **NON-RECURRING**

ISDN

Digiline	19.2%	19.2%
Select Video Plus®	19.2%	19.2%
Smart Trunk sm	19.2%	19.2%

TOLL

IntraLATA MTS	19.2%	19.2%
MaxiMizer 800®	19.2%	19.2%
OutWATS	19.2%	19.2%
800 Service	19.2%	19.2%

OPTIONAL TOLL CALLING PLANS

1+ SAVER sm	19.2%	19.2%
1+SAVER Direct	19.2%	19.2%
Community Optional Saver	19.2%	19.2%
Outstate Calling Area Service	19.2%	19.2%

PLEXAR®

Plexar I®	19.2%	19.2%
Plexar II®	19.2%	19.2%
Plexar Custom®	19.2%	19.2%

PRIVATE LINE

Analog Private Lines	19.2%	19.2%
Business Video Service	19.2%	19.2%
Digital Loop Service	19.2%	19.2%
DOVLink	19.2%	19.2%
Foreign Exchange Service	19.2%	19.2%
Foreign Serving Office	19.2%	19.2%
Frame Relay	19.2%	19.2%
Group Alerting Services	19.2%	19.2%
MegaLink II®	19.2%	19.2%
MegaLink III®	19.2%	19.2%
MicroLink I®	19.2%	19.2%
MicroLink II®	19.2%	19.2%
MultiPoint Video	19.2%	19.2%
Service Loop Facility Modification Service	19.2%	19.2%

*Some Services not available in all Areas.
Resale products available subject to state and federal rules, regulations and tariffs.

EXHIBIT A
Southwestern Bell's Resale Telecommunications Services* List - Residence
Missouri

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>LOCAL EXCHANGE SERVICE</u>		
Life Line and Link Up America Services	19.2%	19.2%
Residence 1 Party	19.2%	19.2%
Residence Measured	19.2%	19.2%
<u>EXPANDED LOCAL CALLING</u>		
Mandatory EAS	19.2%	19.2%
Optional Metropolitan Calling Area	19.2%	19.2%
<u>VERTICAL SERVICES</u>		
Auto Redial	19.2%	19.2%
Call Blocker	19.2%	19.2%
Call Forwarding	19.2%	19.2%
Call Forwarding - Busy Line	19.2%	19.2%
Call Forwarding - Busy Line/Don't Answer	19.2%	19.2%
Call Forwarding - Don't Answer	19.2%	19.2%
Call Return	19.2%	19.2%
Call Trace	19.2%	19.2%
Call Waiting	19.2%	19.2%
Calling Name	19.2%	19.2%
Calling Number	19.2%	19.2%
ComCall®	19.2%	19.2%
Personalized Ring (1 dependent number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 1st number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 2nd number)	19.2%	19.2%
Priority Call	19.2%	19.2%
Remote Access to Call Forwarding	19.2%	19.2%
Selective Call Forwarding	19.2%	19.2%
Simultaneous Call Forwarding	19.2%	19.2%
Speed Calling 8	19.2%	19.2%
Three Way Calling	19.2%	19.2%
<u>DIRECTORY ASSISTANCE SERVICES</u>	19.2%	19.2%

*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

RESALE DISCOUNTS
RECURRING NON-RECURRING

ISDN

Digiline

19.2%

19.2%

OTHER

Bundled Telecommunications Services (e.g., the Works)

19.2%

19.2%

Customer Alerting Enablement

19.2%

19.2%

Grandfathered Services

19.2%

19.2%

Hot Line

19.2%

19.2%

Promotions (Greater than 90 days)

19.2%

19.2%

Preferred Number Service

19.2%

19.2%

TouchTone

19.2%

19.2%

Voice Dial

19.2%

19.2%

Warm Line

19.2%

19.2%

TOLL

Home 800sm

19.2%

19.2%

IntraLATA MTS

19.2%

19.2%

OPTIONAL TOLL CALLING PLANS

1+ SAVERsm

19.2%

19.2%

1+SAVER Direct

19.2%

19.2%

Community Optional Saver

19.2%

19.2%

Outstate Calling Area Service

19.2%

19.2%

*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

EXHIBIT B

**Southwestern Bell's Resale Other Services* List
Missouri**

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
900 Call Restriction	19.2%	19.2%
Access Services	0%	0%
Additional Directory Listings	19.2%	19.2%
Bill Plus	5%	5%
Company Initiated Suspension Service	0%	0%
Directory Assistance Services	13.91%	13.91%
Connections with Terminal Equipment and Communications Equipment	0%	0%
Consolidated Billing	5%	5%
Construction Charges	0%	0%
Customer Initiated Suspension Service	0%	0%
Exchange Interconnection Service	0%	0%
Operator Services	13.91%	13.91%
Local Operator Assistance Service	13.91%	13.91%
Maintenance of Service Charges	0%	0%
Prepaid Calling Cards	19.2%	19.2%
Telecommunications Service Priority Systems	0%	0%
Toll Billing Exception (Billed Number Screen)	19.2%	19.2%
Toll Restriction	19.2%	19.2%
Wireless Carrier Interconnection Services	0%	0%

*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

EXHIBIT C
APPENDIX RESALE
MISSOURI
OS/DA PRICING - BRANDING, RATE & REFERENCE

The following rates will apply for each service element:

<p>A. CALL BRANDING</p> <p>An initial non-recurring charge applies per TOPS switch, per brand for the establishment of CLEC specific Call Branding. A Per Call charge also applies. When there are subsequent changes to the branding announcement, an additional non-recurring charge will also apply per TOPS, per brand, for each change.</p> <p style="text-align: right;">Rate per initial load group \$1,072.00 Rate per load for Brand change \$1,072.00 Per Call \$0.0425</p>	
<p>B. DIRECTORY ASSISTANCE RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies per TOPS switch, per rate schedule for the initial load of CLEC's DA Services Rate/Reference Information. An additional non-recurring charge applies per TOPS switch, per rate schedule for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">*Rate per initial load \$1,538.54 Rate per subsequent rate change \$623.37 Rate per subsequent reference change \$623.37</p>	
<p>C. OPERATOR SERVICES RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies per TOPS switch, per rate schedule for the initial load of CLEC's Operator Services Rate/Reference Information. An additional non-recurring charge applies per TOPS switch, per rate schedule for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">*Rate per initial load \$1,538.54 Rate per subsequent rate change \$623.37 Rate per subsequent reference change \$623.37</p>	

* Initial Load charges for Rate/Reference (B and C), when ordered together, will incur a single Initial Load Charge. In cases where Rate/Reference information (B or C) is ordered separately, individual Initial Load charges will apply to each order.

APPENDIX SS7

APPENDIX SS7

APPENDIX FOR THE PROVISION OF SS7 SERVICE

This Appendix sets forth the terms and conditions under which SWBT shall provide to CLEC certain Common Channel Signaling/Signaling System 7 (CCS/SS7) services, herein referred to as "SS7 Service".

This Appendix provides for the use of the SWBT Common Channel Signaling network, which uses the Signaling System 7 (SS7) protocol, and for a Dedicated Signaling Link, which provides network interconnection to SWBT's Signal Transfer Point (STPs), including facilities. SS7 Service provides CCS/SS7 functionality and translations to support SS7 based services and applications as they become available and as facilities permit.

SS7 Service includes the screening of messages based on origination signaling point code and the routing of messages by a SWBT mated pair of STPs. Any services beyond SS7 Transport, Use of the STP or a Dedicated Signaling Link interconnection (e.g. Local and IntraLATA Call Set-Up Signaling, Interexchange Carrier (IXC) Call Set-Up Signaling, Easy OptionsSM, 800 Data Base Access, and Line Information Data Base (LIDB) Validation Service Access) will be provided by an amendment to this appendix, by a separate agreement, or by tariff, whichever is applicable. Arrangements for services should be made through the CLEC Service Center of SWBT.

I. SERVICE DESCRIPTION

A. SS7 Transport

SS7 Transport provides for the routing and screening of SS7 messages from a SWBT pair of STPs (i.e. a mated pair) to another SWBT pair of STPs. The screening of messages provides for CLEC designation of signaling points associated with the CLEC and controls which messages may be allowed or not allowed by the SWBT STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation of the message address, if needed.

SS7 Transport provides routing of messages for all parts of the SS7 protocol including, for example, Message Transfer Part (MTP) messages, Integrated Services Digital Network User Part (ISDNUP or ISUP) messages, Signaling Connection and Control Part (SCCP) messages, Transaction Capability Application Part (TCAP) messages and Operations and Maintenance Application Part (OMAP) messages.

SS7 Transport provides for screening and routing of signaling messages based on the SS7 protocol. These messages may support other applications and services such as, for example, Easy Option (referred to as Call Control Option or Bellcore CLASS) services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SWBT's STP.

SS7 Transport provides screening and routing of messages that are generated by the action of the CLEC signaling point or messages that are generated by a signaling point connected via the CLEC signaling point.

B. Dedicated Signaling Links

Dedicated Signaling Links provide physical access to SWBT's signaling network. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the SWBT STP to which the link is connected. Dedicated signaling links are provided as a set of links connecting to a SWBT mated pair of STPs. Dedicated Signaling Links are dedicated two-way digital data circuits that interconnect SWBT's STP locations and the CLEC's Signaling Points at Signaling Point of Interface (SPOI) locations. Dedicated Signaling Links are available to CLECs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

Dedicated Signaling Links include the following elements:

1. SS7 Link Cross Connect: The SS7 Link Cross Connect provides a DS-0A or DS1 connection and access point for testing in the SWBT STP building. The cross connect connects the STP Port Termination to an CLEC unbundled dedicated transport, to a collocation cage or to a STP Access Link.
2. STP Port Termination: The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a SWBT STP. An STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SWBT STP.
3. STP Access Link: The STP Access Link provides a 56 kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC Dedicated Transport or Entrance Facility to the STP building location.

The STP Port Termination shall provide for the use of the SWBT STP to which the port is connected.

The CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the SWBT STP location using unbundled dedicated transport, or the optional STP Access Link. CLEC shall notify SWBT that the facility contains a signaling link service. Multiple facilities provided by SWBT will be identified so that SWBT may maintain facility diversity between links and linksets that require diversity. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

CLEC shall identify to SWBT the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SWBT shall provide a STP Access Link. The STP Access Link will connect to the DS-0A Cross Connect at the STP location.

When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Bellcore, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

Dedicated Signaling Links are subject to SWBT compatibility testing and certification requirements per the Network Operations Forum Reference Document, per Bellcore, GR-905-CORE and per SWBT Technical Publication, TP76638. First interconnections to the SWBT signaling network per CLEC and per signaling point type of equipment will require pre-ordering meetings to exchange information and schedule testing for certification by SWBT.

C. Use of the STP

The Use of the STP provides for the use of the SWBT SS7 signaling network when CLEC uses the SWBT Local Switching Unbundled Network Element. The Use of the STP provides for the use of the signaling link between the SWBT local switch and the STP, the use of the signaling link and ports between the SWBT tandem switch and the STP when applicable, the use of the SWBT STP port and use of STP Transport. The Use of the STP is a signaling network element incurred by use of the SWBT local switching (i.e. Unbundled Local Switching). The Use of the STP provides the SWBT signaling when CLEC subscribers originate and terminate calls from a SWBT SS7 equipped end office.

II. DEFINITIONS

Attachment 1, which is attached hereto and made a part hereof, contains **DEFINITIONS OF TERMS** in this Appendix.

III. MANNER OF PROVISIONING

A. SS7 Transport

CLEC shall use SS7 Transport subject to the screening and routing information of the SWBT STPs. SWBT shall provide information to CLEC on the routes and signaling point codes served by the SWBT STPs.

SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines. Routes requiring ISUP routes longer than two SWBT STP pairs may be provisioned pursuant to Attachment Network Element Bona Fide Request per specific CLEC request, if such route is technically feasible. However, routes involving signaling point codes not associated with CLEC are subject to the route designated by the owner of the SPC.

SS7 Transport shall route TCAP queries when feasible per the SS7 Protocol to the SWBT "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SWBT "regional" STP pair to another SWBT STP pair.

When CLEC requires modification of SWBT's SS7 Service components not otherwise provided in this contract, the modifications may be furnished pursuant to Attachment Network Element Bona Fide Request.

SS7 Transport provides a signaling route for messages only to signaling points to which SWBT has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SWBT does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SWBT pairs of STPs, until ordered. When SWBT or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within and connected to the SWBT signaling network per the standard requirements of the SS7 protocol.

Disputes concerning the association of a signaling point among specific link sets associated with a SWBT mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of Signaling Point Codes.

B. Dedicated Signaling Links

CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide information to SWBT to allow SWBT to translate SWBT STPs. The information shall define the screening and routing information for the signaling point codes of CLEC. This information may include global title address, translation type and subsystem designations as needed.

Signaling links from SWBT mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:

1. "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
2. "B" Link Sets from CLEC's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required (i.e., a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

An STP Port Termination and SS7 Link Cross Connect is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4.

A pre-order meeting will define the SWBT facility availability and the degree of diversity in both the SWBT physical network and the CLEC physical network from signaling point to signaling point for the link.

When CLEC requires an STP Access Link, CLEC and SWBT shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The degree of diversity in both the SWBT network and the CLEC network shall be exchanged. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives. If CLEC requires a degree of diversity greater than is available in the SWBT network, CLEC shall submit a Network Element Bona Fide Request.

All applicable signaling point codes for each signaling link must be installed at each of SWBT's interconnecting STPs.

Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SWBT makes no

warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SWBT signaling points.

Provisioning of the SS7 Service is in accordance with SWBT CCS/SS7 Network Interface Specifications (TP76638) and Bellcore Common Channel Network Interface Specification (GR-905-CORE), as amended.

When CLEC uses the Dedicated Signaling Links of another party and CLEC submits an order for SWBT to change the routing or screening information associated with the other party's signaling links, CLEC shall include with the order a Letter of Authorization (LOA). The LOA shall be from the other party (i.e. the owner of the set of links) and shall indicate that the other party shall agree to pay SWBT charges to change the translations associated with the link set and shall agree to pay SWBT charges associated with SS7 Transport.

C. Use of the STP

When CLEC orders SWBT Unbundled Local Switching the Use of the STP shall apply. No order or provisioning by CLEC is needed. The SWBT Local Switch will use the SWBT SS7 signaling network.

Any changes, additions or deletions to the SWBT SS7 signaling network required per CLEC shall be submitted pursuant to Attachment Network Element Bona Fide Request.

IV. DESCRIPTION OF RATE ELEMENTS

The following rate elements apply to SS7 Service:

A. SS7 Transport

SS7 Transport shall be measured per octet of information screened and routed.

CLEC shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SWBT STP pair. A usage rate applies per octet generated by action of CLEC.

B. Dedicated Signaling Links

1. SS7 Link Cross Connect

CLEC shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0

and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered per order.

2. STP Port Termination

CLEC shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SWBT STP. One STP Port Termination must be installed at SWBT's interconnecting STP for each Dedicated Signaling Link.

There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

3. STP Access Link

CLEC shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.

C. Signaling Point Code Addition

CLEC shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a SWBT STP. CLEC shall pay a nonrecurring charge per Signaling Point Code established at each STP.

D. Global Title Translation (GTT) Addition

CLEC shall pay the GTT Addition rate element for the establishment of CLEC's global title address, translation type or subsystem information in the SWBT STP translations. CLEC shall pay a nonrecurring charge per GTT established at each STP.

E. Service Rearrangement

CLEC shall pay charges for rearrangement of the SS7 Service which are not specifically addressed pursuant to the Network Element Bona Fide Request process.

F. Use of the STP Per Call

CLEC shall pay the Use of the STP Per Call rate element for Use of the SWBT STP. The rate shall apply for each call originated by CLEC subscribers using the SWBT Local Switch Unbundled Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when CLEC uses the SWBT Unbundled Local Switching Network Element.

V. RATES AND CHARGES

The Pricing Schedule, which is attached hereto and made a part hereof, contains the Rates and Charges for the elements described above.

Mileage is calculated based on the airline distance between the locations involved, using the V & H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariffs FCC No. 4 and 5.

VI. ORDERING THE SERVICE

CLEC shall abide by the following ordering guidelines:

A. SS7 Transport

CLEC shall submit SWBT's CCS/SS7 Activity Notification Form, identify the set of links the CLEC will use and identify the service(s) associated with each SPC. CLEC shall identify Signaling Point Code and Global Title Translation information that must be translated into the SWBT STPs.

B. Dedicated Signaling Links

CLEC shall submit an Access Service Request form and SWBT's CCS Activity Notification form. CLEC shall identify the SWBT STPs, the CLEC premises, the circuit interconnection arrangement at the CLEC Dedicated Transport location and the CLEC signaling point. CLEC shall identify Signaling Point Code and Global Title Translation information that must be translated in the SWBT STPs.

C. Signaling Point Code Addition

CLEC shall submit a SWBT CCS Activity Notification form. CLEC shall identify the SWBT STPs and the CLEC signaling point code information that

must be added or changed in the SWBT STP translations. If more than one pair of SWBT STPs are affected, CLEC shall indicate translation route information.

D. Global Title Translation (GTT) Addition

CLEC shall submit a SWBT CCS Activity Notification form. CLEC shall identify the SWBT Global Title Translation information that must be added, deleted or changed in the SWBT STP translations. If more than one pair of SWBT STPs are affected, CLEC shall indicate translation route information.

E. Service Rearrangement

CLEC shall order a SS7 Signaling Service Rearrangement per Attachment Network Element Bona Fide Request.

F. Use of the STP

Ordering requirements for the Use of the STP are included in the requirements set forth in the ordering clause of the Local Switching UNE (Attachment Switching), and are incorporated here by reference.

VII. RESPONSIBILITIES OF SWBT

- A. SWBT shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SWBT or CLEC facilities, natural disasters, mass calling or national security demands.
- B. SWBT shall determine the GTT and Translation Type (TT) route for messages routed to GTT which are associated with SWBT signaling points.
- C. SWBT shall define regional functions and local functions of its STPs. SWBT will route ISUP messages within the SWBT signaling network subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- D. SWBT shall meet service performance standards as outlined in GR-905-CORE and TP76638 except as otherwise provided herein.
- E. In the event that SWBT provides under this contract special service arrangements associated with diversity or other arrangements that do not strictly adhere to GR-905-CORE and TP76638 and are of non-compliance to the technical publications

or not certified by SWBT, CLEC acknowledges that the service performance standards need not be met in the provision of the total service.

- F. SWBT shall route messages generated by the action of CLEC throughout the SWBT signaling network. The content of the messages is for the use of signaling points of origination and destination. SWBT will not use any information within messages for any purpose not required by or related to the use of the SWBT signaling network. SWBT will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the SWBT signaling network or as may be required by law.
- G. SWBT shall determine the monthly charges and issue an invoice to the billing address of CLEC for the respective service(s) requested by CLEC and provided by SWBT. The invoice will identify nonrecurring charges, recurring charges, and other charges and credits, as they apply.
- H. SWBT shall work cooperatively and provide knowledgeable personnel to meet with CLEC in order to provision, test and install the SS7 Service in a timely fashion.

VIII. RESPONSIBILITIES OF CLEC

- A. CLEC shall provision the signaling links at the CLEC premises and from the CLEC premises to the SWBT STP location in a diverse, reliable and technically acceptable manner to comply with the standard SS7 protocol, Bellcore GR-905-CORE and the SWBT network.
- B. If CLEC requires a greater degree of diversity than SWBT provides in the existing network, a special facility or a special routing of services, CLEC agrees to initiate a Wholesale Construction request and pay additional charges as SWBT may reasonably determine.
- C. CLEC shall identify to SWBT the SPC(s) associated with the CLEC set of links.
- D. When CLEC orders the use of the SWBT STP, CLEC shall specify the set of signaling links to be used. If the links are provided to another party CLEC shall warrant to SWBT that the other party is aware of the charges associated with the use of the STP and that the other party will pay the monthly charges for the use of the SWBT STP.
- E. CLEC shall identify to SWBT the Global Title and Translation Type information for messages that route to CLEC.

- F. When routing messages addressed to a SWBT Subsystem Number (SSN), CLEC shall use the SWBT defined SSN designation of the SWBT mated STP pair to which the message is routed.
- G. CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.
- H. CLEC shall verify the accuracy of information concerning the services ordered by CLEC.
- I. CLEC shall designate the level of diversity associated with the CLEC premises. SWBT shall provide the same degree of diversity as CLEC provides.
- J. CLEC shall work cooperatively and provide knowledgeable personnel to meet with SWBT in order to provision, test and install the SS7 Service in a timely fashion.
- K. CLEC shall furnish to SWBT, at the time the SS7 Service is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SWBT shall utilize the forecast in its own efforts to project further facility requirements.
- L. CLEC shall inform SWBT in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to SWBT's network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

IX. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of

the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

ATTACHMENT 1

DEFINITION OF TERMS

Common Channel Signaling (CCS)

A high-speed specialized packet switched communications network that is separate (out-of-band) from the public packet switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points (SS7 nodes) in the CCS network.

Compatibility Testing

Testing performed by representatives from SWBT and CLEC to determine proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

Octet

8-bits of binary information.

Service Control Point (SCP)

A node in the CCS network that provides a database functionality.

Service Switching Point (SSP)

A signaling point that can launch queries to data bases and receive/interpret responses used to provide specific end user services.

Signal Transfer Point (STP)

A packet switch in the CCS network that is used to route SS7 protocol signaling messages between signaling nodes. An STP provides screening and routing of SS7 messages. STPs transfer signaling messages to other networks. SWBT's signaling network includes mated pairs of local and regional STPs.

Signaling Link

An end-to-end- high-capacity digital, data quality, link operating at 56 kilobits per second that transmits signaling information in the form of signaling messages from one network SS7 node to another node in a CCS network. The Link Type identifies the functionality of the signaling link sets. Signaling links provide physical interconnection between signaling points of another party and SWBT STPs.

Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

Signaling Point Code (SPC)

An identifier code that identifies a signaling point in the CCS network. The signaling point code provides an address within the CCS network which enables messages to be routed to signaling points. Signaling Point Codes are 24 bit binary numbers comprised of three segments: the Network Identification, the Network Cluster, and the Member number within the cluster. Signaling Point Codes are represented digitally as AAA-AAA-AAA, where "AAA" represents a decimal number from 000 to 255.

Signaling Point of Interface (SPOI)

Mutually agreed point at which SWBT hands off signaling information to CLEC.

Signaling System 7 (SS7)

See SS7 Protocol

Signaling System 7 (SS7) Protocol

The signaling protocol, Version 7, used by the nodes of the CCS network. The SS7 protocol used by SWBT is the American National Standards Institute (ANSI) standard protocol defined by Bellcore Generic Requirement, GR-246-CORE, defined by Bellcore requirements (GR-317-CORE, GR-394-CORE, GR-444-CORE, GR-606-CORE, GR-82-CORE, GR-905-CORE and various other documents) and defined by the SWBT Technical Publication TP76638.

APPENDIX TP

ELECTRICAL/OPTICAL INTERFACES:

- SWBT Technical Publication TP-76839 - SONET Transmission Requirements - Performance and Interface Specifications, Issue 1, January 1996, or the most current version.
- SWBT Technical Publication TP-76625 - High Capacity Digital Service (1.544 Mbs and 44.736 Mbs Requirements and Transmission Limits, Issue 1, June 1990, or the most current version.

INTERCONNECTION RESPONSIBILITIES RELATED TO SIGNALING:

- SWBT Technical Publication, TP-76638 - Common Channel Signaling Network Interface Specifications
- GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7
- GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part
- GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part
- GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-Section 6.5
- GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part (MTP) and Integrated Digital Services Network User Part (ISDNUP)

COLLOCATION

- SWBT's Technical Publication for Physical Collocation (sixth revision dated 2-18-97)

TECHNICAL EXHIBIT SETTLEMENT PROCEDURES

- TESP

ACCESS TO UNBUNDLED NETWORK ELEMENTS

- SWBT's Technical Publication for Access to Unbundled Network Elements
(Issue 1 dated 01/29/98)

APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX

UNE

APPENDIX UNE

APPENDIX: UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

This Appendix UNE (Unbundled Network Elements) sets forth the terms and conditions pursuant to which SWBT agrees to furnish CLEC with access to UNEs. CLECs seeking to provide service to end users through use of multiple SWBT UNEs are responsible for combining those SWBT's UNEs into finished services. SWBT will provide access to UNE's under the terms and conditions described below. The connection between a SWBT UNE and a non-SWBT facility will be performed as prescribed in the applicable tariff or as otherwise agreed upon by the parties in an interconnection agreement. The prices for Network Elements are set forth in Appendix Pricing.

2.0 General Terms and Conditions

2.1 SWBT and CLEC may agree to connect CLEC's facilities with SWBT's network at any technically feasible point for access to unbundled Network Elements for the provision by CLEC of a Telecommunications Service. ((Act, § 251 (c)(2)(B); 47 CFR § 51.305(a)(2)(vi))

2.2 SWBT will provide CLEC nondiscriminatory access to unbundled network elements: (Act, § 251(c)(3), Act, § 271(c)(2)(B)(ii); 47 CFR § 51.307(a))

2.2.1 At any technically feasible point (Act, § 251(c)(3); 47 CFR § 51.307(a));

2.2.2 At the rates, terms, and conditions herein and in Appendix Pricing which are just, reasonable, and nondiscriminatory (Act, § 251(c)(3); 47 CFR § 51.307(a));

2.2.3 In a manner that allows CLEC to provide any telecommunications service that may be offered by means of that element (Act, § 251(c)(3); 47 CFR § 51.307(c));

2.2.4 In a manner that allows access to the facility or functionality of a network element to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));

2.2.5 With technical information regarding SWBT's facilities to enable CLEC to achieve access to elements (47 CFR § 51.307(e));

2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a telecommunications service in a manner it intends (47 CFR § 51.309(a));

2.2.7 In a manner that allows CLEC to purchase access to an unbundled network element to use such network element to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR § 51.309(b));

2.2.8 Where applicable, under terms and conditions no less favorable than terms and conditions under which SWBT provides such elements to itself. (47 C.F.R. § 51.313(b)).

2.3 CLEC is entitled to exclusive use of an unbundled network facility for a period of time, and to use of an unbundled feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.4 SWBT shall retain the duty to maintain, repair, or replace unbundled network elements (47 CFR § 51.309(c)) as provided for in Section 12.8, below.

2.5 Where technically feasible, the quality of the element and access to such unbundled network element shall be at least equal to what SWBT provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a),(b)).

2.6 SWBT shall offer terms and conditions of access to elements equally to all CLECs through Section 31.16 of the STC. (47 CFR § 51.313(a)).

2.7 Each Party shall be solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

2.8 Network elements provided to CLEC under the provisions of this Appendix shall remain the property of SWBT.

2.9 Access to Unbundled Network Elements

This subsection describes the methods under which SWBT agrees to provide CLECs, (both those CLECs which own facilities and those who operate without owning facilities) with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which SWBT makes these methods available. These methods provide CLEC access to multiple SWBT UNE's which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the Public Switch Network, as well as to minimize potential service disruptions.

2.9.1 Subject to availability of space and equipment, the CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SWBT central office or tandem office.

2.9.1.1 (Method 1) If a CLEC is physically collocated, SWBT will extend SWBT UNEs that require cross connection to CLEC's physical collocation Point of Termination (POT) frame.

2.9.1.2 (Method 2) If CLEC is physically collocated, SWBT will extend SWBT UNEs that require cross connection to the CLEC UNE Frame located in a collocation common area.

2.9.1.3 (Method 3) SWBT will extend SWBT UNEs that require cross connection to the CLEC UNE Frame located in a common area room space, other than collocation common area, within the central office building.

2.9.1.4 (Method 4) SWBT will extend SWBT UNEs to an external Point of Presence, such as a cabinet located outside the Central Office building, provided by SWBT on SWBT property.

2.9.1.5 (Method 5) SWBT shall allow extension of SWBT UNEs to a building not controlled by SWBT via cabling provided by CLEC. The CLEC shall provide the excess cable necessary to reach a SWBT Frame in the SWBT central office where CLEC requests connection.

2.9.2 The following terms and conditions apply when SWBT provides access pursuant Sections 2.9.1.1 through 2.9.1.5:

2.9.2.1 The terms and conditions for CLECs choosing to access SWBT UNEs through physical collocation arrangements are set forth in Appendix PC.

2.9.2.2 Within 10 business days of receipt of a written request for access to UNEs involving 10 or fewer central offices, SWBT will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested wire center. For requests impacting 11 or more central offices the parties will agree to an implementation schedule for access to UNEs.

2.9.2.3 Access to UNEs via Method 1 and Method 2 are only available to physically collocated CLECs.

2.9.2.4 Method 3, Method 4, and Method 5 are available to both collocated and non-collocated CLEC. Methods 2, 3, and 4 are subject to the availability of space and equipment.

2.9.2.5 For requests concerning 10 or fewer central offices, if the agreed upon method of access is not available, SWBT will within 90 business days (or the interval established under a request for physical collocation, if applicable) prepare the wire center for access for UNEs. For requests impacting 11 or more central offices, the parties will agree to an implementation schedule.

2.9.2.6 The CLEC may cancel the request at any time, but will pay SWBT's reasonable and demonstrable costs for modifying or making additions to its network up to the date of cancellation.

2.9.2.7 A CLEC electing to exercise Method 5 shall perform all, construction, cabling, and connection work required to reach the SWBT manhole nearest the subject SWBT Central Office, including the excess cable mentioned in 2.9.1.5. CLEC shall obtain all necessary rights of way, easements, and other third party permissions.

2.9.2.8 CLEC shall be responsible for initial testing and sectionalization of facilities containing CLEC installed cross connections.

2.9.2.9 CLEC shall refer trouble sectionalized in the SWBT UNE to SWBT.

2.9.2.10 Prior to SWBT providing access to UNEs under this Appendix, CLEC and SWBT shall provide each other with a point of contact for overall coordination.

2.9.2.11 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

2.9.2.12 All tools, procedures, and equipment used by CLEC to connect to SWBT's network shall comply with technical standards set out in SWBT's Technical Publication – Access to UNEs for CLECs, to reduce the risk of damage to the network and customer disruption

2.9.2.13 CLEC shall apply the same rules of conduct and responsibility to its own personnel on SWBT property, as SWBT applies to its personnel related to violence in the workplace, sexual harassment, and controlled substances, as contained in the most current SWBT Code of Business Conduct.

2.9.2.14 CLEC shall provide positive written acknowledgment that the requirements stated in this section have been satisfied for each employee requiring access to SWBT premises and/or facilities. SWBT identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to SWBT premises will be granted only to CLEC employees with such identification.

2.9.2.15 CLEC shall designate each network element being ordered from SWBT. CLEC shall provide an interface to receive assignment information from SWBT regarding location of the extended UNEs. This interface may be manual or mechanized.

2.9.2.16 SWBT will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SWBT shall be referred to such contact number.

2.9.2.17 The CLEC shall provide its own administrative telecommunication service at each facility and all materials needed by CLEC at the work site. The use of Cellular Telephones is not permitted in SWBT equipment areas.

2.9.2.18 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to unbundled network elements.

2.9.2.18.1 Where applicable, a one time preparation charge for modifying a building or preparing the premises will be made on an individual case basis (ICB). Within 30 days of a request by a CLEC, SWBT will provide an initial estimate of time for preparing the ICB.

2.9.2.18.2 SWBT will contract for and perform the construction and preparation activities using same or consistent practices that are used by SWBT for other construction and preparation work performed in the building.

2.9.2.18.3 The first entity to which SWBT provides access to unbundled network elements the building shall be responsible for all costs incurred by SWBT associated with the preparation of the building to provide access to unbundled network elements in the initial space where access to unbundled network elements is to be located ("Initial Common Charge"). Thereafter the Initial Common Charge will be prorated and the prorated share refunded to the previous CLEC(s) as additional entities use access to unbundled network elements in the building within twelve (12) months of the first billing date of the initial monthly charge for the first CLEC in the building, using the following schedule:

<u>CLEC</u>	<u>Initial Common Charge</u>	<u>Refund</u>
1st	100%	NA
2nd	50%	50%
3rd	33 1/3%	16 2/3%
4th	25%	8 1/3%
5th and beyond	0%	0%

No interest will be paid on refunds. Refunds shall be based on the Initial Common Charge actually paid by the first CLEC. Notwithstanding the above, SWBT shall have no obligation to remit any amount that would result in SWBT being unable to retain the full amount of the Initial Common Charge or to remit any amount based upon charges not actually collected.

2.9.2.18.4 In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT's intrastate tariff late payment provision(s) applicable to access services for the State in which the Premises is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

2.10 Additional Network Elements

2.10.1 Various subsections below list the Unbundled Network Elements that have been identified as of the Effective Date of this STC. Upon request, SWBT will provide access to

additional Unbundled Network Elements for the provision by CLEC of a Telecommunications Service. Such requests shall be processed in accordance with the Bona Fide Request process.

2.10.2 SWBT will provide access to unbundled network elements where technically feasible. Where facilities and equipment are not available, SWBT shall not be required to provide UNEs. Provided however, CLEC may request and, SWBT may agree to provide Unbundled Network Elements, even where facilities do not exist, through the Bona Fide Request process

2.11 Provisioning/Maintenance of Unbundled Network Elements

2.11.1 Access to unbundled Network Elements are provided under this STC over such routes, technologies, and facilities as SWBT may elect at its own discretion. If CLEC requests special facilities, equipment or routing of unbundled network elements such requests will be handled under the Bona Fide Request process.

2.11.2 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. SWBT is not responsible for the Telecommunications Services provided by CLEC through the use of those elements.

2.11.3 Where unbundled network elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they shall be made available to SWBT for future provisioning needs, unless such element is disconnected in error. The CLEC agrees to relinquish control of any such unbundled network element concurrent with the disconnection of a CLEC's end user's service.

2.11.4 CLEC shall make available at mutually agreeable times the elements provided pursuant to this Appendix in order to permit SWBT to test and make adjustments appropriate for maintaining the elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

2.11.5 CLEC's use of any SWBT unbundled network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation.

2.11.6 When a SWBT provided tariffed or resold service is replaced by a CLEC facility based service using any SWBT provided unbundled network elements (including service

provided exclusively via SWBT provided extended UNE), a disconnect order will be issued by SWBT on the SWBT service and a new connect order will be issued by SWBT (with an appropriate service order charge to CLEC being generated) on the requested network elements. Similarly, when an end user served by one CLEC using SWBT provided UNE is converted to a different CLEC's service which also uses any SWBT provided UNE, a disconnect order will be issued by SWBT (with an appropriate service order charge being generated) of the existing UNE and a new connect order will be issued by SWBT (with an appropriate service order charge being generated) of the new UNE.

2.11.7 CLEC shall connect equipment and facilities that are compatible with the SWBT Network Elements and shall use Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.12.

2.11.8 Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services.

2.12 Performance of Network Elements

2.12.1 Each Network Element provided by SWBT to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, if any, as changed from time to time by SWBT at its sole discretion.

2.12.2 Nothing in this Appendix 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 upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. Additionally, SWBT may elect to conduct central office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SWBT places on itself for orders from its customers. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.13 Bona Fide Request

Various sections below identify specific unbundled Network Elements and provide the terms and conditions on which SWBT will offer access to the unbundled network elements to CLEC. Any request by CLEC for access to an additional unbundled Network Element may be considered under this Bona Fide Request process. Where facilities and equipment are not

available, CLEC may request and SWBT may agree to provide Network Elements through the Bona Fide Request process. For the purposes of this section, business days are defined as Monday through Friday, excluding Holidays observed by SWBT.

2.13.1 Each Party will promptly consider and analyze access to new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

2.13.2 A Network Element Bona Fide Request will be submitted in writing and will include a technical description of each requested Network Element, the location (s) where needed, the date needed, and the projected to be ordered with a 3 year demand forecast.

2.13.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but will pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

2.13.4 Within ten (10) business days of the requesting party submitting a complete and accurate description of the request, including drawings where applicable, the receiving party will acknowledge receipt of the Network Element Bona Fide Request. To the extent that the Bona Fide Request is not complete and accurate as to what is being requested, rather than acknowledge receipt, the receiving party will request that the parties will meet to clarify the request.

2.13.5 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a complete and accurate Network Element Bona Fide Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or will advise that the receiving Party will not comply with the Request. If the receiving Party will not comply with the Request, that Party will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act and therefore the Bona Fide Request is denied. Where access to an Unbundled Network Element will be provided, a preliminary analysis will confirm the receiving party will offer, to the fullest extent possible, contain a description of the Network Element being provided, along with an estimate of availability, applicable rates, and installation intervals.

2.13.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Bona Fide Request only upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. The written authorization to proceed must be received by the receiving party within 30 business days of the requesting party's receipt of the

preliminary analysis. If no confirmation to proceed is received within the 30 business day interval the Network Element Bona Fide Request will be deemed canceled and the requesting Party, and the requesting Party will pay to the Receiving Party all demonstrable cost as set forth in paragraph 2.13.3 above. Any request to proceed with this request after the 30 business day window, will require submission of a new Network Element Bona Fide Request.

2.13.7 Unless the Parties otherwise agree, the Network Element Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.

2.13.8 As soon as feasible, but not more than ninety (90) business days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

2.13.9 Within thirty (30) business days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm in writing its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act. If neither action is taken, the Network Element Bona Fide Request is considered canceled and the requesting party is liable for all demonstrable costs incurred under Section 2.13.3. Any request to proceed with this request after the 30 business day window, will require submission of a new Network Element Bona Fide Request

2.13.10 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

3.0 Network Interface Device

CLEC may connect its unbundled local loops to customer's inside wiring through SWBT's Network Interface Device (NID) and an adjoining NID deployed by requesting carrier (47 § CFR51.319(b)(2))

3.1 The NID is a cross-connect used to connect unbundled loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end-user customer each make its connections.

3.2 CLEC may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Any repairs, upgrade and rearrangements required by CLEC will be performed by SWBT based on time and material charges. SWBT will, at the request of CLEC, disconnect the SWBT local loop from inside wiring, at charges reflected on Appendix Pricing.

3.3 CLEC will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber of the SWBT NID.

3.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs.

3.5 The SWBT NIDs that CLEC uses under this Appendix will be existing NIDs installed by SWBT to serve its customers.

3.6 CLEC shall not attach to or disconnect SWBT's ground. CLEC shall not cut or disconnect SWBT's loop from its protector. CLEC shall not cut any other leads in the NID. CLEC shall protect all disconnected leads with plastic sleeves and store them within the NID enclosure. CLEC shall tighten all screws or lugs loosened by CLEC in the NID's enclosure and replace all protective covers.

4.0 Local Loop

4.1 A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user premises. (47 CFR § 51.319(a))

4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing the following:

4.2.1 A 2-Wire analog loop which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.

4.2.2 A 4-Wire analog loop which provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

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

4.2.4 A 4-Wire digital loop 1.544 Mbps will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

4.2.5 Digital Subscriber Line (DSL) Technologies:

A. 2 Wire ADSL Capable Loop

1. Description. A 2-Wire ADSL-Capable Loop (ADSL Loop) for purposes of this Section is a loop that supports the transmission of Asymmetrical Digital Subscriber Line (ADSL) technologies conforming to the Spectral Parameters identified in SWBT's TP 76730, "ADSL Based Service Network Interface/Interconnection Specification," dated July 1998, as it may be modified from time to time (TP76730). The loop is a transmission path provisioned using copper facilities from a customer premises to a SWBT Central Office where CLEC has located appropriate associated equipment (e.g., collocation and unbundled DSLAMS, if and when available), including shielded cable from the Main Distribution Frame (MDF) to the associated equipment point of termination. Interface and performance parameters are set forth in SWBT TP 76860, "Unbundled Facilities," dated June 1998, as it may be modified from time to time (TP76860). CLEC shall use ADSL Loops in a manner that is consistent with TP 76860 and TP 76730, which shall be modified in the future to conform with national standards, as such standards may be modified from time to time, and to the extent agreed to by the appropriate national standards bodies; provided, however, where multiple standards exist, SWBT shall adopt the standard(s) most compatible with its network. CLEC's transmission rate over an ADSL Loop shall not be limited, except as may be explicitly required in order to conform to the power and spectrum parameters set forth in TP 76860 and TP 76730.
2. SWBT will use a Loop Qualification Process in connection with provisioning ADSL Loops. The Loop Qualification Process examines the available loop facility for suitability for use as an ADSL Loop in terms of physical characteristics and spectrum compatibility based upon the conditions set forth in SWBT's TP76730 and TP76860 ("Conditions"). An associated loop qualification charge will be assessed for each loop requested, whether or not any specific loop will support the desired ADSL technology as of the time of the request. If multiple loops are requested to the same location, CLEC will pay for the Loop Qualification Process for each loop requested. If SWBT determines that the first loop is 17,500 feet or greater, CLEC will be so notified, and charged for one Loop Qualification. If CLEC subsequently requests loop makeup data (i.e., loop length in 26G equivalent and the absence or presence of bridged tap, load coils and repeaters), on the first and remaining loops, despite distance, CLEC will pay a loop qualification charge for each loop, which is set forth in APPENDIX Pricing.
3. Until a mechanized process is in place for loop qualification, requests for loop qualification shall be submitted to SWBT on a manual basis. A standard loop qualification interval of 3-5 days is available for requests in the Austin market only. In other markets, a maximum standard loop qualification interval of 15 days is available until loop qualification methods, procedures, and training are established for the central office. In an effort to establish the Loop Qualification Process by central office in the priority order desired by CLEC, CLEC will provide SWBT with a prioritized list of central office locations where CLEC has appropriate associated equipment, has or has

ordered shielded cable, and intends to order access to ADSL Loops. Within 60 days of receipt of the list of central offices, SWBT will establish Loop Qualification Process methods, procedures, and training, for CLEC's 3 highest central office priorities and will meet with CLEC to establish a schedule for the remaining identified locations, if any. In any event, CLEC shall be entitled to the loop qualification interval of 3-5 days associated with any SWBT central office(s), which SWBT has completely inventoried for another CLEC or for SWBT's own purposes. After the initial loop qualification and installation on behalf of any CLEC in a given central office, a standard loop qualification interval of 3 to 5 days will be established.

4. Intentionally Left Blank
5. If the results of the Loop Qualification Process analysis indicate that the loop is less than 12,000 feet and meets the Conditions without additional conditioning, CLEC will be notified and the appropriate recurring and nonrecurring ADSL Loop and Shielded Cross-Connect charges quoted as set forth in APPENDIX Pricing will apply if such loop is ordered by CLEC. Should the loop meet SWBT design requirements but not function as desired for CLEC's services located less than 12,000 feet, CLEC may request, and must pay for, any requested conditioning at the rates set forth in APPENDIX Pricing. Loops less than 12,000 feet, which do not meet SWBT's design criteria, will be conditioned at no charge to CLEC.
6. If the results of the Loop Qualification Process analysis indicate that the loop is between 12,000 feet and 17,500 feet and does otherwise meet the Conditions, CLEC may order and SWBT will provide this loop and the associated loop makeup data. The appropriate recurring and nonrecurring ADSL Loop and ADSL Shielded Cross-Connect charges quoted, as set forth in APPENDIX Pricing will apply if such loop is ordered by CLEC.

If the results of the Loop Qualification Process analysis indicate that the loop is between 12,000 feet and 17,500 feet and does not meet the Conditions, but will do so with optional loop conditioning (i.e., removing existing mid-span repeater(s), bridged tap(s), or load coils), CLEC will be notified before commencement of any conditioning work. If CLEC authorizes the conditioning, CLEC will be billed for such work at the rates for ADSL Conditioning Options set forth in APPENDIX Pricing. CLEC may order, and SWBT will provide, this loop without some or all of the SWBT-recommended conditioning. The appropriate recurring and nonrecurring ADSL Loop and ADSL Shielded Cross-Connect charges quoted, as set forth in APPENDIX Pricing will apply if such loop is ordered by CLEC.

If the results of the Loop Qualification Process analysis indicate that the loop is between 12,000 feet and 17,500 feet and does not meet the Conditions, and will not do so even with optional loop conditioning (i.e., removing an existing mid-span repeater, bridged tap, or load coils), CLEC will be notified and furnished the associated loop makeup data. If CLEC nevertheless requests the loop with or without the conditioning, CLEC will be billed for any conditioning work requested at the rates for ADSL Conditioning Options

set forth in APPENDIX Pricing. CLEC may order, and SWBT will provide, this loop without some or all of the requisite conditioning. The appropriate recurring and nonrecurring ADSL Loop and ADSL Shielded Cross-Connect charges quoted, as set forth in APPENDIX Pricing will apply if such loop is ordered by CLEC.

7. If the results of the Loop Qualification Process analysis indicate that the loop length exceeds 17,500 feet, CLEC will be so notified. If CLEC nevertheless orders the loop with or without conditioning, CLEC will be billed for any conditioning work requested at charges to be calculated on an individual case basis. CLEC may order, and SWBT will provide, this loop without some or all of the requisite conditioning. The appropriate recurring and nonrecurring ADSL Loop and ADSL Shielded Cross-Connect charges quoted, as set forth in APPENDIX Pricing will apply if such loop is ordered by CLEC.
8. If the results of the Loop Qualification Process analysis indicate: (i) that the loop is between 12,000 feet and 17,500 feet and does not meet the Conditions, but will do so with optional loop conditioning and CLEC elects to order such loop without all SWBT-recommended conditioning; or (ii) that the loop is between 12,000 feet and 17,500 feet and does not meet the Conditions and will not do so even with optional loop conditioning and CLEC elects to order such loop with some or all of the available SWBT conditioning; or (iii) that the loop exceeds 17,500 feet and CLEC elects to order the loop with or without any of the possible SWBT conditioning; then, SWBT will not guarantee service performance on the loop, nor will SWBT be held responsible for any service-related issues on such loop; provided, however, SWBT will maintain electrical continuity and line balance on such loop at parity with SWBT's retail operations. CLEC will not hold SWBT responsible, and, in fact, will indemnify and hold SWBT harmless from any claims by CLEC and CLEC's end-users for any damages arising from SWBT's provision of such loop.
9. Unconditioned or partly conditioned loops in excess of 12,000 feet for which SWBT has recommended conditioning, will not be included in any service performance measurements. No ADSL loops in excess of 17,500 feet will be included in any performance measurements.
10. Maintenance, other than assuring loop continuity and balance, on unconditioned or partly conditioned loops in excess of 12,000 feet will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where CLEC has requested that no conditioning be performed, SWBT's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, SWBT will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and do not result from the loop's modified design.
11. The provisioning and installation interval for an ADSL Loop where no conditioning is requested will be 5 to 7 business days after the loop qualification process is complete, or the provisioning and installation interval applicable to SWBT's retail ADSL-based

services, whichever is less. The provisioning and installation intervals for the ADSL loop where conditioning is requested will be 15 business days for loops up to 17,500 feet, or the provisioning and installation interval applicable to SWBT's retail ADSL-based services where conditioning is required, whichever is less. An ADSL Loop in excess of 17,500 feet where conditioning is requested will have a provisioning and installation interval agreed upon by the Parties for each instance of special construction.

12. Subsequent to the initial order for an ADSL loop, CLEC may order and SWBT will provide additional conditioning at the rates set out in APPENDIX Pricing. Appropriate service order charges will apply. The provisioning interval will be the same as set out above.
13. When CLEC orders an ADSL Loop, CLEC will also order an associated 2-wire ADSL shielded cross connect from SWBT's MDF to CLEC's associated equipment point of termination. The rate for such cross connect is set forth in APPENDIX Pricing.
14. In order to protect the integrity of the network, CLEC agrees to use the ADSL Loop in a manner consistent with the SWBT technical publications designated above. CLEC agrees not to exceed the power levels specified therein or exceed other technical parameters without the specific written consent of SWBT. CLEC agrees that SWBT may install a device, in SWBT's portion of the central office or on SWBT's portion of the network, solely at SWBT's expense, that will restrict power levels in excess of those set forth in said technical publications and may engage in non-intrusive testing of power and spectrum usage. CLEC further agrees to the spectrum management guidelines set forth therein. If installation of this device could be service affecting, SWBT will coordinate with CLEC for installation to minimize service disruption.
15. For spectrum management purposes, SWBT will inventory the ADSL loop at that operating speed level for which it was qualified, solely for purposes of inventory and maintenance assurance, and not for the purpose of limiting CLEC's transmission speeds over the ADSL Loop. CLEC agrees that SWBT may use a separate binder group method to manage spectrum. As such a BGM is implemented or modified, SWBT shall comply with any appropriate national standards which may be adopted by the standards bodies; provided, however, where multiple standards exist, SWBT shall adopt the standard(s) most compatible with its network. SWBT shall apply such program fairly and equally to ADSL Loops and to SWBT's ADSL-based retail services. SWBT agrees that CLEC's order for an ADSL loop will not be delayed by any lack of availability of a designated binder group. Rather, SWBT will provision the loop and may later reconfigure the loop into the designated binder group. However, if a designated binder group is not available and the loop, irrespective of conditioning, is incapable of supporting ADSL services due to interference measured in accordance with the standards set forth in TP 76730, SWBT will not provision the loop. Should a national standard for spectrum management be developed that is different than that in TP 76730, the Parties will negotiate an approach to managing interference consistent with such national standard.

16. SWBT's rate for a ADSL Loop, and associated charges, shall be as set forth in APPENDIX Pricing. SWBT agrees to notify CLEC of any changes in the Loop Qualification Process and costs associated with such Process. Upon CLEC's receipt of such notification by SWBT, the Parties will meet for the sole purpose (unless otherwise agreed to by both Parties) of negotiating rates, terms and conditions for CLEC's use of the Process.
17. The Parties acknowledge and agree that the provision of the ADSL Loop and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review) of SWBT. SWBT reserves all of such rights with respect to the obligation to provide ADSL Loops and such rates, terms and conditions and, further, does not waive, limit, or otherwise negatively affect any such rights, remedies, or arguments by executing this Agreement. The Parties further acknowledge and agree that any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action which affects the obligation to provide ADSL Loops and/or the applicability of such rates, terms or conditions (if the result of any action by SWBT, its affiliates or another Bell Operating Company or its affiliates) will affect the provision of ADSL Loops and the applicability of such rates, terms and conditions to CLEC. In the event that such obligation and any of the rates, terms and conditions are invalidated, stayed, modified or otherwise affected by any action of any state or federal regulatory bodies, courts or regulatory agencies of competent jurisdiction, based upon any action by SWBT, its affiliates, or another Bell Operating Company or its affiliate, specifically including those arising with respect to the Federal Communications Commission (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147 or any other proceeding), the Parties shall expend diligent efforts to arrive at an agreement on modifications to this Agreement that reflect any such action. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such governmental actions or rulings negotiations shall be handled under the Dispute Resolution procedures set forth in this Agreement.

B. Other DSL Technologies

1. Should SWBT modify an existing SWBT technical publication or issue a new SWBT technical publication that determines additional types of DSL technologies and/or services may be provided on existing unbundled element(s) contained in this agreement, then CLEC may order the existing unbundled element(s) in this agreement and use them for the additional DSL technologies and/or services identified in SWBT tech pubs without re-negotiations or contract amendments. CLEC will identify to SWBT which DSL service(s) and associated speeds will be deployed on the unbundled elements, solely for the purpose of inventory and maintenance assurance.
2. Until such time as national standards are developed and adopted, SWBT, upon request by CLEC, will direct CLEC to a third party laboratory for evaluation at CLEC's expense, other specific types of DSL technologies and/or services (DSL

Technology) proposed by CLEC. Such evaluation will determine whether CLEC's proposed DSL Technology, power and speed requirements, and equipment specifications and technical parameters are compatible with SWBT's network (e.g., non-interfering, same loop requirements and design) and result in a certification if appropriate. Upon a finding of compatibility by SWBT or the third party referenced above, SWBT will agree to expand the definition of the appropriate existing SWBT UNE loop in Oklahoma to include the conforming technology and any limiting criteria to enable CLEC to provision the DSL Technology over such loop.

4.3 If CLEC requests one or more Unbundled Local Loops serviced by Integrated Digital Loop Carrier (IDLC) SWBT will, where available, move the requested Unbundled Local Loop(s) to a spare, existing physical or a universal digital loop carrier Unbundled Loop, at no additional charge to CLEC. If, however, no spare Unbundled Loop is available, SWBT will within two business days, of CLEC's request, excluding weekends and holidays, notify CLEC of the lack of available facilities. CLEC may request alternative arrangements through the Bona Fide Request process.

4.4 In addition to any liability provisions in this agreement, SWBT does not guarantee nor make any warranty with respect to unbundled local loops when used in an explosive atmosphere. CLEC shall indemnify, defend and hold SWBT harmless from any and all claims by any person relating to CLEC's or CLEC end user's use of unbundled local loops in an explosive atmosphere.

4.5 Project Service Coordination

The following coordination procedures apply only to Loops ordered as a project or 20 or more lines to a single End User's Minimum Point of Entry ("MPOE") at locations where cutover coordination is related:

4.5.1 On each Loop order in a Wire Center, CLEC will contact SWBT and the Parties will agree on a cutover time at least two (2) business days before that cutover time. The cutover time will be defined as a half (1/2) hour window (normally provisioned from 8 a.m. to 5 p.m. Monday through Friday), within which both CLEC and SWBT personnel will make telephone contact to begin the cutover activity. Coordination for Loops meeting the definition of a project will be provided by the Parties at no charge unless SWBT incurs additional costs to accommodate CLEC's request. Cutover activity which is requested to take place outside of normal business hours (8 a.m. to 5 p.m. Monday through Friday) will be billed as described in SWBT's Schedule California PUC Number 175-T, Section 13.2.6 (Additional Labor).

4.5.2 Within the appointed half (1/2) hour cutover time, CLEC will call SWBT's Local Operations Center ("LOC"), and when the LOC is reached in that interval, such work will begin. If CLEC fails to call or is not ready within the appointed interval, and if CLEC had not called to reschedule the work at least two (2) hours prior to the start of the interval, CLEC and SWBT will reschedule the work order on a mutually negotiated basis.

4.5.3 If SWBT's LOC is not available or ready when CLEC calls during the half (1/2) hour interval, SWBT will not bill the Service Date Change charge for the Loop or Loops scheduled for that interval and will reschedule the installation on a mutually negotiated basis

5.0 Local Switching

5.1 The local switching element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number and dial tone. In addition, the local switching element includes access to features that the switch is capable of providing, including custom calling, CLASS features, and centrex-like capabilities.

5.2 SWBT will route InterLATA calls as defined by the exchange dialing plan via the existing PIC process when CLEC uses Local Switching elements. Until such time that the Commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls as defined by the exchange dialing plan when CLEC uses Local Switching elements and will provide intraLATA toll to CLEC without other usage sensitive charges. When the commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls to the presubscribed intraLATA carrier.

5.3 When CLEC requests Unbundled Common Transport, SWBT's Local Switching element will route local calls on SWBT's common network to the appropriate trunk or lines for call origination or termination.

5.4 Where CLEC purchases Unbundled Local Switching (ULS) and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route calls from CLEC customers for Directory Assistance and Operator Services to CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services as agreed to by the parties.

5.5 SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

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

5.7 SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. CLEC requests for use of SWBT adjuncts will be handled through the Bona Fide Request process.

5.8 In ordering ULS, CLEC will designate the features and functions that are to be activated on a particular unbundled switch port. SWBT will provide features to the extent such features and functions are available or as may be requested by the Bona Fide Request process.

5.9 Switch Ports

5.9.1 Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for Switched voice communications.

5.9.2 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities.

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

5.9.4 Analog DID Trunk Port: A trunk side 2-wire connection for Direct Inward Dialing (DID) service.

5.9.5 DS1 Trunk Port: A trunk side DS1 interface intended for digital trunk service for the end user PBX or a custom -routed network trunk.

6.0 Tandem Switching

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

6.2 Tandem Switching will provide trunk to trunk connections for local calls between two end offices.

6.3 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 9.

7.0 Operator Services and Directory Assistance

7.1 SWBT will provide access to operator service and directory assistance facilities where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

8.0 Interoffice Transport

The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or CLEC or third parties acting on behalf of CLEC, or between switches owned by SWBT or CLEC or third parties acting on behalf of CLEC. Interoffice Transport includes Common Transport and Dedicated Transport.

SWBT will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

8.1 Common Transport

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

8.2 Dedicated Transport

8.2.1 Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SWBT or CLEC, or between switches owned by SWBT or CLEC.

8.2.1.1 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to CLEC.

8.2.1.2 SWBT will provide Dedicated Transport at the following speeds: DS1 (1.544 Mbps), DS3 (45 Mbps), OC3 (155.520 Mbps) and OC12 (622.080 Mbps). In addition, SWBT offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity.

8.2.2 As reflected on Appendix Pricing Schedule, Dedicated Transport consists of the following rate elements:

- a) Entrance Facility applies from SWBT wire center (serving wire center) to the CLEC location.
- b) Interoffice Transport (first mile plus each additional Mile) applies between two SWBT Switches/Wire Centers
- c) Digital Cross Connect System (DCS) when CLEC orders DCS
- d) Transmission Path Continuity (TPC) applies once per each of the above used to comprise the unbundled dedicated transport circuit.

8.2.3 Digital Cross Connect System (DCS) - SWBT will offer Digital Cross Connect System (DCS) in conjunction with the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers.

9.0 Signaling Networks and Call-Related Databases

Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to SWBT's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB Validation, LIDB, CNAM, 800, and AIN.

10.0 Operations Support Systems Functions

10.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information. SWBT will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

11.0 Cross Connects

11.1 The cross connect is the media between the SWBT distribution frame and a CLEC designated point of access as described in 2.9, above. or the media between a SWBT UNE and a collocation area (Physical or Virtual) for the purpose of connecting the SWBT UNE to CLEC's own facilities.

11.2 The applicable loop cross connects to point of access for the purpose of combining a SWBT loop with another SWBT UNE are as follows:

- (a) 2 wire analog loop to point of access
- (b) 4 wire analog loop to point of access
- (c) 2 wire digital loop to point of access
- (d) 4 wire digital loop to point of access

11.3 The applicable Unbundled Dedicated Transport cross connects to point of access for the purpose of combining to another SWBT UNE are as follows:

- (a) DS-1 to point of access
- (b) DS-3 to point of access
- (c) OC3 to point of access
- (d) OC12 to point of access
- (e) OC48 to point of access

11.4 The applicable Switch Port cross connects to point of access for the purpose of combining to another SWBT UNE are as follows:

- (a) Analog Line Port to point of access
- (b) ISDN Basic Rate Interface (BRI) to point of access
- (c) ISDN Primary Rate Interface (PRI) to point of access

11.5 The applicable loop cross connects for the purpose of connecting a SWBT UNE to a CLEC's collocated facilities (either physical or virtual) are as follows:

- (a) 2 wire analog loop to collocation
- (b) 4 wire analog loop to collocation
- (c) 2 wire digital loop to collocation
- (d) 4 wire digital loop to collocation

11.6 The applicable dedicated transport cross connects for the purpose of connecting a SWBT UNE to a CLEC's collocated facilities (either physical or virtual) are as follows:

- (a) DS-1 to collocation.
- (b) DS-3 collocation
- (c) OC3 to collocation
- (d) OC12 to collocation
- (e) OC48 to collocation

11.7 The applicable Switch Port cross connects for the purpose of connecting a SWBT UNE to a CLEC's collocated facilities (either physical or virtual) are as follows:

- (a) Analog Line Port to collocation
- (b) ISDN Basic Rate Interface (BRI) to collocation
- (c) ISDN Primary Rate Interface (PRI) to collocation

12.0 Pricing

12.1 Attached hereto as Appendix Pricing is a schedule which reflects the prices at which SWBT agrees to provide CLEC with access to Unbundled Network Elements. CLEC agrees to compensate SWBT for unbundled Network elements at the rates contained in this Appendix. Unbundled Network Elements are available from SWBT on a per Unbundled Network Element basis at prices as contained in Appendix Pricing.

12.2 For any rate element and/or charge contained in or referenced to in this Appendix that are not listed in the attached Appendix Pricing, including Bona Fide Requests, SWBT and CLEC will negotiate prices.

12.3 Unless otherwise stated; SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. Interest will apply on overdue amounts.

12.4 Where SWBT agrees to modify its outside plant facilities to satisfy a CLEC request, SWBT shall recover the costs of modifying its outside plant facilities for CLEC space requirements from CLEC. These costs will be recovered via the Bona Fide Request process described herein.

12.5 Recurring Charges

12.5.1 Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum period for elements provided under the Bona Fide Request process may be longer.

12.5.2 Where rates are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office are rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to busy or don't answer conditions

12.5.3 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole mile before determining the mileage and applying rates.

12.6 Non-Recurring Charges

12.6.1 Consistent with 51.307(d), there are non-recurring charges for each unbundled network element on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.

12.6.2 CLEC shall pay a non-recurring charge when an CLEC adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other telecommunications providers to use CLEC's SS7 signaling network.

12.6.3 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SWBT to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.

12.7 Maintenance of Elements

12.7.1 The network elements provided by SWBT pursuant to this Appendix will be maintained by SWBT.

12.7.2 If trouble occurs with unbundled network elements provided by SWBT, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the end user. If CLEC determines the trouble is in SWBT's equipment and/or facilities, CLEC will issue a trouble report to SWBT.

12.7.3 CLEC shall pay Time and Material charges when CLEC reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

12.7.4 CLEC shall pay Time and Material charges when SWBT dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.

12.7.5 If CLEC issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SWBT personnel are dispatched. Subsequently, if SWBT personnel are allowed access to the premises, the charges discussed herein will still apply.

12.7.6 Time and Material charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work related efforts of SWBT performed during normally scheduled working hours on a normally scheduled work day. Overtime is work related efforts of SWBT performed on a normally scheduled work day, but outside of normally scheduled working hours. Premium Time is work related efforts of SWBT performed other than on a normally scheduled work day.

12.7.7 If CLEC requests or approves a SWBT technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay for

any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

12.8 Other Pricing Terms and Conditions for Unbundled Local Switching (ULS)

12.8.1 When CLEC purchases Unbundled Local Switching, SWBT will provide CLEC the vertical features that the switch is equipped to provide, as part of the usage charges associated with ULS. CLEC will pay non-recurring charges to activate such features in association with a particular ULS Port type. Technically feasible features that may not have been provided on a standard basis are available on a bona fide request basis. ICB charges will apply. These charges are separate from the service charges for service order processing.

12.8.2 Customized Routing: CLEC will pay Individual Case Basis (ICB) charges for Customized Routing to compensate SWBT for the costs of translating the switch. CLEC will pay non-recurring charges as well as recurring monthly charges for the number of DS1 Trunk Ports required to accommodate CLEC's dedicated custom route. CLEC will pay ICB charges set by SWBT for subsequent changes that CLEC makes to a customized routed class of service.

12.8.3 CLEC will pay the Toll Free Database query rate for each query received from CLEC's switch and processed by SWBT's database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation and Call Handling and Destination) are per query and in addition to the Toll Free Database query charge, and will also be paid by CLEC.

12.8.4 Use of SWBT's SS7 signaling network will be provided for unbundled local switching as set forth in Appendix SS7. CLEC does not separately order SS7 under this method. CLEC will be charged for the use of the SWBT SS7 network on a per call basis when the SS7 network is used in conjunction with unbundled local switching.

12.8.5 With Unbundled Local Switching, SWBT will make available features that require resources outside the switch, but CLEC will pay additional charges (e.g., TCAP messages, SS7 Signaling, database queries, etc.) for such features.

12.8.6 Associated with Unbundled Local Switching, CLEC will pay a non-recurring and a monthly recurring charge for the establishment of common block for a particular end user served by CLEC. Technically feasible features that may not have been provided on a standard basis with the establishment of the common block for use with associated switch ports, are available on a bona fide request basis. ICB charges will apply. CLEC will also pay a non-recurring charge for activation of features associated with individual ports and for subsequent changes to features associated with individual ports. These non-recurring charges are separate from the service charges for service order processing.

12.8.7 When the NXX of the telephone number provided to CLEC is one associated with an optional EAS arrangement, CLEC shall pay a flat-rated monthly port additive

for the optional EAS toll package(s) inherent in the telephone number. (NOT APPLICABLE IN OKLAHOMA)

12.9 Unbundled Local Switching Rate Elements

12.9.1 Unbundled Local Switching (ULS): Unbundled Local Switching (ULS) is comprised of three components; a ULS Port, originating usage (ULS-O) and terminating usage (ULS-T). The combination of these elements are referred to as ULS.

12.9.2 Unbundled Local Switching (ULS) Port: The ULS Port is one of the three components of Unbundled Local Switching (ULS). The ULS Port consists of the central office switch hardware and software required to permit the transport or receipt of information over the SWBT local switching network. The ULS Port includes the cross connect to the main distribution frame or DSX panel.

12.9.3 Unbundled Local Switching - Originating (ULS-O): Unbundled Local Switching-Originating is one of the three components of ULS. ULS-O represents the use of the unbundled local switching element to originate local calls.

12.9.4 Unbundled Local Switching - Terminating (ULS-T): Unbundled Local Switching-Terminating is one of the three components of ULS. ULS-T represents the use of the unbundled local switching element to terminate local calls.

12.10 Standard Interim Rate Structure for ULS

12.10.1 Intra Switch Calls - (On calls originating and terminating in the same switch):

12.10.1.1 CLEC will pay ULS-O for a call originating from an CLEC ULS line or trunk port that terminates to a SWBT end user service line or any other unbundled line or trunk port which is connected to the same end office switch.

12.10.1.2 CLEC will pay ULS-O for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like switch port ("station") to another centrex-like switch port ("station") in the same common block defined system.

12.10.1.3 SWBT will not bill ULS-T for calls originating from a bundled line port (a line port associated with the provision of Resale services by SWBT, or associated with SWBT's local service end user) and terminating to a ULS Port.

12.10.1.4 SWBT will not bill ULS-T for Intra switch calls originated by an unbundled ULS port even when the line to which the call is terminated is another ULS Port.

12.10.2 Inter Switch Calls - (On calls not originating and terminating in the same switch):

12.10.2.1 When any call originates from an ULS Port and is routed to SWBT's public network via a connection to UCT, CLEC will pay ULS-O. Charges for UCT as outlined elsewhere will also apply.

12.10.2.2 When an InterLATA toll call is initiated from an ULS port it will be routed to the end user PIC choice. ULS-O usage charges will apply to CLEC in such event.

12.10.2.3 Until IntraLATA Dialing Parity, all intraLATA toll calls initiated by ULS Port will be routed to SWBT. CLEC will pay appropriate Resale service toll rates for such calls. No ULS usage charges will apply to CLEC in such event. SWBT will compensate CLEC for access at the same rates CLEC would be required to compensate SWBT for access if the call is dialed using 1+ or 0+.

12.10.2.4 After IntraLATA Dialing Parity, IntraLATA toll calls from ULS Ports will be routed to the end user PIC choice. CLEC will pay ULS-O charges.

12.10.2.5 When CLEC uses ULS Ports to initiate an 800/888 call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply.

12.10.2.6 When a call that has been routed through SWBT's public network terminates to a CLEC ULS Port, from another of CLEC's ports or another CLEC's ULS Port, CLEC will pay ULS-T charges.

12.10.2.7 When a call that has been routed through SWBT's public network terminates to an ULS Port from Resale service or SWBT local exchange service, CLEC will pay ULS-T charges.

12.10.2.8 When a call terminates to an CLEC ULS Port via terminating access services provided by SWBT (e.g., FGA, FGB, FGD, WATS, etc.). SWBT will assess ULS-T charges to CLEC.

12.10.2.9 When a call which has been routed from another network terminates to an ULS line port, CLEC will pay ULS-T charges.

12.11 Temporary ULS Rate Structure

12.11.1 CLEC will pay the ULS-O per minute of use rate for each local call generated by an unbundled local ULS port, when both the originating and terminating telephone number are in the same 11 digit CLLI end office or when CLEC provides its own transport for the call.

12.11.2 For calls from a ULS port for which the terminating number is associated with an 11 digit CLLI end office different from the originating CLLI, CLEC will pay the Temporary ULS Between- Different-Central-Office rate per minute of use. This temporary rate applies in lieu of the ULS-O, ULS-T, UCT, and Unbundled Tandem Switching rates for these specific type of calls.

13.0 Reservation of Rights

13.1 SWBT's provision of UNEs identified in this Agreement is subject to the provisions of the federal Act, including but not limited to, Section 251(d). Both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

14.0 Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

Unbundled Network Element Generic Rates
November 19, 1998

MISSOURI				SWBT Generic Rates			
				SWBT RECURRING		SWBT NON-REC.	
				Monthly		Initial	Additional
Network Interface Device (NID)							
Disconnect Loop from inside wiring, per NID				NA		\$ 71.45	\$ 35.70
Unbundled Loops							
2-Wire Analog - Rural (Zone 3)				\$ 35.85		\$ 61.95	\$ 26.35
2-Wire Analog - Suburban (Zone 2)				\$ 27.75		\$ 61.95	\$ 26.35
2-Wire Analog - Metro (Zone 1)				\$ 18.40		\$ 61.95	\$ 26.35
Conditioning for dB Loss				\$ 6.85		\$ 54.05	\$ 20.40
4-Wire Analog - Rural (Zone 3)				TBD		TBD	TBD
4-Wire Analog - Suburban (Zone 2)				TBD		TBD	TBD
4-Wire Analog - Metro (Zone 1)				TBD		TBD	TBD
2-Wire Digital - Rural (Zone 3)				\$ 74.85		\$ 137.20	\$ 71.75
2-Wire Digital - Suburban (Zone 2)				\$ 59.65		\$ 137.20	\$ 71.75
2-Wire Digital - Metro (Zone 1)				\$ 43.15		\$ 137.20	\$ 71.75
4-Wire Digital - Rural (Zone 3)				\$ 165.50		\$ 324.50	\$ 128.10
4-Wire Digital - Suburban (Zone 2)				\$ 154.10		\$ 324.50	\$ 128.10
4-Wire Digital - Metro (Zone 1)				\$ 138.15		\$ 324.50	\$ 128.10
2-Wire ADSL Capable (statewide)				\$ 16.85		\$ 60.75	\$ 25.80
Loop Qualification Process				NA		\$ 84.75	NA
Removal of Repeater Option				NA		\$ 358.85	NA
Removal Bridged Tap Option				NA		\$ 600.45	NA
Removal of Load Coil Option				NA		\$ 988.55	NA
Conditioning of loops over 17.5 kft Option				NA		ICB	NA
Loop Cross Connects							
Analog Loop to Collocation							
2-wire cross connect				\$ 2.10		\$ 136.40	\$ 112.75
4-wire cross connect				\$ 4.20		\$ 142.25	\$ 118.60
Digital Loop to Collocation							
2-wire cross connect				\$ 2.10		\$ 136.40	\$ 112.75
4-wire cross connect				\$ 11.30		\$ 229.05	\$ 225.05
ADSL Loop to Collocation							
Shielded cross connect				\$ 0.80		\$ 115.35	TBD
Cross Connects to Point of Access (POA)							
Analog Loop to POA							
2-Wire-Mth1				\$ 1.15		\$ 88.25	\$ 72.50
2-Wire-Mth2,3,4				\$ 1.20		\$ 88.25	\$ 72.50
2-Wire-Mth5				\$ 0.85		\$ 88.25	\$ 72.50
4-Wire-Mth1				\$ 1.55		\$ 102.60	\$ 88.00
4-Wire-Mth2,3,4				\$ 1.60		\$ 102.60	\$ 88.00
4-Wire-Mth5				\$ 1.25		\$ 102.60	\$ 88.00
Digital Loop to Point of Access							
2-Wire-Mth1				\$ 1.15		\$ 88.25	\$ 72.50
2-Wire-Mth2,3,4				\$ 1.20		\$ 88.25	\$ 72.50
2-Wire-Mth5				\$ 0.85		\$ 88.25	\$ 72.50
4-Wire-Mth1				\$ 1.55		\$ 147.90	\$ 101.15
4-Wire-Mth2,3,4				\$ 1.60		\$ 147.90	\$ 101.15
4-Wire-Mth5				\$ 1.25		\$ 147.90	\$ 101.15
Switch Ports to Point of Access							
Analog Line Port - Mth 1				\$ 1.15		\$ 65.85	\$ 55.85
Analog Line Port - Mth 2,3,4				\$ 1.20		\$ 65.85	\$ 55.85
Analog Line Port - Mth 5				\$ 0.85		\$ 65.85	\$ 55.85
BRI Port - Mth 1				\$ 1.55		\$ 75.30	\$ 66.20
BRI Port - Mth 2,3,4				\$ 1.60		\$ 75.30	\$ 66.20
BRI Port - Mth 5				\$ 1.25		\$ 75.30	\$ 66.20
PRI Port - Mth 1				\$ 1.55		\$ 124.35	\$ 115.30
PRI Port - Mth 2,3,4				\$ 1.60		\$ 124.35	\$ 115.30
PRI Port - Mth 5				\$ 1.25		\$ 124.35	\$ 115.30
Analog DID Trunk Port - Mth 1				TBD		TBD	TBD
Analog DID Trunk Port - Mth 2,3,4				TBD		TBD	TBD
Analog DID Trunk Port - Mth 5				TBD		TBD	TBD
DS1 Trunk Port - Mth 1				TBD		TBD	TBD
DS1 Trunk Port - Mth 2,3,4				TBD		TBD	TBD
DS1 Trunk Port - Mth 5				TBD		TBD	TBD
Unbundled Dedicated Transport to Point of Access							
DS1 - Mth 1				\$ 12.30		\$ 147.90	\$ 101.15
DS1 - Mth 2,3,4				\$ 12.35		\$ 147.90	\$ 101.15
DS1 - Mth 5				\$ 12.00		\$ 147.90	\$ 101.15
DS3 - Mth 1				ICB		ICB	ICB

CONFIDENTIAL-PROPRIETARY

Not for disclosure outside SWB/PacBell/NB Telephone Companies except under written agreement.

SOUTHWESTERN BELL TELEPHONE COMPANY
MISSOURI
Unbundled Network Element Generic Rates
November 19, 1998

UNE PRICES - MO
SWBT/COMPUTER BUSINESS SCIENCES, INC.

MISSOURI				SWBT Generic Rates		SWBT RECURRING		SWBT NON-REC.	
				Monthly		Initial		Additional	
		DS3 - Mth 2,3,4			ICB		ICB		ICB
		DS3 - Mth 5			ICB		ICB		ICB
		OC3 - Mth 1			ICB		ICB		ICB
		OC3 - Mth 2,3,4			ICB		ICB		ICB
		OC3 - Mth 5			ICB		ICB		ICB
		OC12 - Mth 1			ICB		ICB		ICB
		OC12 - Mth 2,3,4			ICB		ICB		ICB
		OC12 - Mth 5			ICB		ICB		ICB
		OC48 - Mth 1			ICB		ICB		ICB
		OC48 - Mth 2,3,4			ICB		ICB		ICB
		OC48 - Mth 5			ICB		ICB		ICB
Local Switching (per MOU)									
Per Originating or Terminating MOU (Rural - Zone 3)				\$	0.006841		NA		NA
(Suburban - Zone 2)				\$	0.006728		NA		NA
(Metro - Zone 1)				\$	0.005510		NA		NA
Customized Routing					ICB		ICB		ICB
Port Charge Per Month									
		Analog Line Port		\$	3.35	\$	95.50	\$	85.50
		Analog DID Trunk Port		\$	23.85	\$	163.85	\$	163.85
		ISDN BRI Port		\$	6.65	\$	15.50	\$	8.45
		ISDN PRI Port		\$	198.70	\$	513.75	\$	235.95
		DS1 Trunk Port		\$	255.55	\$	388.00	\$	288.75
		EAS Port Additive		\$	24.80		NA		NA
Switch Port Cross Connects									
		Switch Port to Collocation			TBD		TBD		TBD
		Analog Line Port to Collocation			TBD		TBD		TBD
		Analog DID Trunk Port to Collocation			TBD		TBD		TBD
		ISDN BRI Port to Collocation			TBD		TBD		TBD
		ISDN PRI Port to Collocation			TBD		TBD		TBD
		DS1 Trunk Port to Collocation			TBD		TBD		TBD
Tandem Switching									
		per Minute of Use		\$	0.001514		NA		NA
Common Transport									
		Termination per Minute of Use (Rural - Zone 3)		\$	0.000352		NA		NA
		(Suburban - Zone 2)		\$	0.000332		NA		NA
		(Metro - Zone 1)		\$	0.000205		NA		NA
		(Interzone)		\$	0.000387		NA		NA
		Facility per Minute, per Mile (Rural - Zone 3)		\$	0.000015		NA		NA
		(Suburban - Zone 2)		\$	0.000007		NA		NA
		(Metro - Zone 1)		\$	0.000002		NA		NA
		(Interzone)		\$	0.000003		NA		NA
Blended Transport (Rural - Zone 3)				\$	0.000912		NA		NA
		(Suburban - Zone 2)		\$	0.000835		NA		NA
		(Metro - Zone 1)		\$	0.000671		NA		NA
		(Interzone)		\$	0.000865		NA		NA
Dedicated Transport									
		Entrance Facility:							
		DS1 (Rural - Zone 3)		\$	167.05	\$	324.50	\$	128.10
		(Suburban - Zone 2)		\$	152.15	\$	324.50	\$	128.10
		(Metro - Zone 1)		\$	135.20	\$	324.50	\$	128.10
		DS3 (Rural - Zone 3)		\$	1,434.60	\$	556.10	\$	247.30
		(Suburban - Zone 2)		\$	1,392.75	\$	556.10	\$	247.30
		(Metro - Zone 1)		\$	1,326.80	\$	556.10	\$	247.30
		OC3 (Rural - Zone 3)			ICB		ICB		ICB
		(Suburban - Zone 2)			ICB		ICB		ICB
		(Metro - Zone 1)			ICB		ICB		ICB
		OC12 (Rural - Zone 3)			ICB		ICB		ICB
		(Suburban - Zone 2)			ICB		ICB		ICB
		(Metro - Zone 1)			ICB		ICB		ICB
		OC48 (Rural - Zone 3)			ICB		ICB		ICB
		(Suburban - Zone 2)			ICB		ICB		ICB
		(Metro - Zone 1)			ICB		ICB		ICB
Interoffice Transport:									

SOUTHWESTERN BELL TELEPHONE COMPANY
MISSOURI
Unbundled Network Element Generic Rates
November 19, 1998

UNE PRICES - MO
SWBT/COMPUTER BUSINESS SCIENCES, INC.

				SWBT Generic Rates					
MISSOURI				SWBT RECURRING		SWBT NON-REC.			
				Monthly		Initial	Additional		
	DS1	First Mile (Rural - Zone 3)		\$	279.30	\$	455.35	\$	291.05
		(Suburban - Zone 2)		\$	151.55	\$	455.35	\$	291.05
		(Metro - Zone 1)		\$	111.45	\$	455.35	\$	291.05
		(Interzone)		\$	200.10	\$	455.35	\$	291.05
	Each Additional Mile (Rural - Zone 3)		\$	14.55		NA		NA	
		(Suburban - Zone 2)		\$	8.75		NA		NA
		(Metro - Zone 1)		\$	3.10		NA		NA
		(Interzone)		\$	4.80		NA		NA
	DS3	First Mile (Rural - Zone 3)		\$	3,384.95	\$	490.35	\$	332.75
		(Suburban - Zone 2)		\$	2,783.40	\$	490.35	\$	332.75
		(Metro - Zone 1)		\$	1,389.45	\$	490.35	\$	332.75
		(Interzone)		\$	3,288.30	\$	490.35	\$	332.75
	Each Additional Mile (Rural - Zone 3)		\$	312.90		NA		NA	
		(Suburban - Zone 2)		\$	304.75		NA		NA
		(Metro - Zone 1)		\$	81.80		NA		NA
		(Interzone)		\$	124.45		NA		NA
OC3	First Mile (Rural - Zone 3)			ICB		ICB		ICB	
	(Suburban - Zone 2)			ICB		ICB		ICB	
	(Metro - Zone 1)			ICB		ICB		ICB	
	Each Additional Mile (Rural - Zone 3)			ICB		ICB		ICB	
	(Suburban - Zone 2)			ICB		ICB		ICB	
	(Metro - Zone 1)			ICB		ICB		ICB	
	OC12	First Mile (Rural - Zone 3)			ICB		ICB		ICB
		(Suburban - Zone 2)			ICB		ICB		ICB
(Metro - Zone 1)				ICB		ICB		ICB	
Each Additional Mile (Rural - Zone 3)				ICB		ICB		ICB	
	(Suburban - Zone 2)			ICB		ICB		ICB	
	(Metro - Zone 1)			ICB		ICB		ICB	
	OC48	First Mile (Rural - Zone 3)			ICB		ICB		ICB
		(Suburban - Zone 2)			ICB		ICB		ICB
(Metro - Zone 1)				ICB		ICB		ICB	
Each Additional Mile (Rural - Zone 3)				ICB		ICB		ICB	
	(Suburban - Zone 2)			ICB		ICB		ICB	
	(Metro - Zone 1)			ICB		ICB		ICB	
	Multiplexing								
	DS1 to Voice Grade			\$	199.60	\$	29.85	\$	17.90
	DS3 to DS1			\$	712.05	\$	980.20	\$	924.15
Dedicated Transport Cross Connects									
	DS1			\$	11.30	\$	229.05	\$	225.05
	DS3			\$	39.55	\$	156.25	\$	109.50
	OC3				ICB		ICB		ICB
	OC12				ICB		ICB		ICB
	OC48				ICB		ICB		ICB
Digital Cross-Connect System									
	DCS Port Charge								
	DS1			\$	11.35	\$	35.70		NA
	DS3			\$	318.10	\$	35.70		NA
	DCS Establishment Charge				NA	\$	2,379.90		NA
	Database Modification Charge				NA	\$	107.15		NA
	Reconfiguration Charge				NA	\$	1.20		NA
Line Information Database - LIDB									
	Validation Query (Includes SMS & Sleuth)			\$	0.026 (per query)		NA		NA
	Query Transport (Validation and CNAM)			\$	0.0045 (per query)		NA		NA
	CNAM Query (Includes SMS)			\$	0.0115 (per query)		NA		NA
	Service Order Cost				NA	\$	256.70		NA
	Service Establishment Charge				NA	\$	59.75		NA
	LIDB Data Storage & Administration								
	Manual Update								
	Initial Load				NA	\$	372.00	\$	55.00
	Subsequent Loads								
	Per Month			\$	51.00		NA		NA
	Per 100 Lines Stored			\$	3.75		NA		NA
800 Database									
	Toll Free Database Query			\$	0.000445		NA		NA
	Call Handling and Destination			\$	0.000054		NA		NA
SS7									
	SS7 Links - Cross Connects								

SOUTHWESTERN BELL TELEPHONE COMPANY
MISSOURI
Unbundled Network Element Generic Rates
November 19, 1998

UNE PRICES - MO
SWBT/COMPUTER BUSINESS SCIENCES, INC.

					SWBT Generic Rates			
MISSOURI					SWBT RECURRING		SWBT NON-REC.	
					Monthly		Initial	Additional
	STP to Collocators Cage - DS0				\$ 74.15		\$ 299.30	\$ 235.75
	STP to Collocators Cage- DS1				\$ 53.65		\$ 266.70	\$ 203.15
	STP to SWBT MDF - DS0				\$ 74.15		\$ 299.30	\$ 235.75
	STP to SWBT DSX Frame-DS1				\$ 53.65		\$ 266.70	\$ 203.15
	SS7 Links							
	STP Access Connection - 1.544 Mbps				See Dedicated Transport			
	STP Access Link - 56 Kbps				\$ 100.16	fixed+		
	STP Port				\$ 0.91	per mile		
					\$ 621.65		\$ 455.65	NA
	SS7 Signalling							
	SS7 Signalling - per call				\$ 0.000559		NA	NA
	STP Trunk Signalling - per octet				\$ 0.00000280		NA	NA
	Point Code Addition						\$ 59.75	NA
	Global Title Translation Addition						\$ 26.60	NA
Manual Service Order Charge							Simple	Complex
	New Service				NA		\$ 69.70	\$ 285.20
	Change				NA		\$ 67.25	\$ 158.55
	Record				NA		\$ 41.60	\$ 132.85
	Disconnect				NA		\$ 34.90	\$ 76.20
Electronic Simple Service Order Charge					NA		\$ 5.00	NA
Maintenance of Service Charges							First Half-Hour	Add'l Half-Hour
	Basic Time				NA		\$ 42.75	\$ 34.20
	Overtime				NA		\$ 53.45	\$ 43.35
	Premium Time				NA		\$ 64.10	\$ 52.50
Time and Material Charges								
	Basic Time				NA		\$ 42.75	\$ 34.20
	Overtime				NA		\$ 53.45	\$ 43.35
	Premium Time				NA		\$ 64.10	\$ 52.50
Operations Support Systems (OSS)								
	System Access				\$ 3,345.00		NA	NA
	Remote Access Facility							
	Direct Connection				\$ 1,580.00		NA	NA
	Dial-up Connection				\$ 316.00		NA	NA
Unbundled Switch Port - Vertical Features								
Analog Line Port Features (per feature per port):								
	Call Waiting				NA		\$ 2.65	NA
	Call Forwarding Variable				NA		\$ 2.65	NA
	Call Forwarding Busy Line				NA		\$ 2.65	NA
	Call Forwarding Don't Answer				NA		\$ 2.65	NA
	Three-Way Calling				NA		\$ 2.65	NA
	Speed Calling - 8				NA		\$ 2.65	NA
	Speed Calling - 30				NA		\$ 2.65	NA
	Auto Callback/Auto Redial				NA		\$ 2.65	NA
	Distinctive Ring/Priority Call				NA		\$ 2.65	NA
	Selective Call Rejection/Call Blocker				NA		\$ 2.65	NA
	Auto Recall/Call Return				NA		\$ 2.65	NA
	Selective Call Forwarding				NA		\$ 2.65	NA
	Calling Number Delivery				NA		\$ 2.65	NA
	Calling Name Delivery				NA		\$ 2.65	NA
	Calling Number/Name Blocking				NA		\$ 2.65	NA
	Anonymous Call Rejection (to date only available in Texas)				NA		\$ 2.65	NA
Analog Line Port Features:								
	Personalized Ring (per arrangement per port)				NA		\$ 6.35	NA
	Hunting Arrangement (per arrangement)				NA		\$ 32.95	NA
Usage Sensitive Analog Line Port Features:								
	Call Trace per successful occurrence per port				NA		\$ 6.70	NA
	Call Trace per feature per port				NA		\$ 2.65	
ISDN BRI Port Features (per B Channel, unless noted)								
	CSV/CSD per ISDN BRI port (required/provided)				NA		\$ 19.65	NA
Basic Electronic Key Terminal Service (EKTS)								
	Basic EKTS provides:				NA		\$ 19.65	NA

SOUTHWESTERN BELL TELEPHONE COMPANY
MISSOURI
Unbundled Network Element Generic Rates
November 19, 1998

UNE PRICES - MO
SWBT/COMPUTER BUSINESS SCIENCES, INC.

SWBT Generic Rates				
MISSOURI				
SWBT RECURRING				
SWBT NON-REC.				
Monthly				
Initial				
Additional				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Call Appearance Call Handling (CACH) ECTS	NA		\$ 23.95	NA
CACH ECTS includes:				
Additional Call Offering (inherent)				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Intercom				
Key System Coverage for Analog Lines				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Basic individual features:				
Additional Call Offering	NA		\$ 6.15	NA
Call Forwarding Don't Answer	NA		\$ 6.15	NA
Call Forwarding Interface Busy	NA		\$ 6.15	NA
Call Forwarding Variable	NA		\$ 6.15	NA
Calling Number Delivery	NA		\$ 6.15	NA
Hunt Group for CSD	NA		\$ 6.15	NA
Hunt Group for CSV	NA		\$ 6.15	NA
Message Waiting Indicator	NA		\$ 6.15	NA
Secondary Only Telephone Number	NA		\$ 6.15	NA
Three Way Conference Calling	NA		\$ 6.15	NA
ISDN PRI Port Features				
Backup D Channel	NA		\$ 63.80	NA
Calling Number Delivery	NA		\$ 2.65	NA
Dynamic Channel Allocation	NA		\$ 12.85	NA
DID #s - see Analog DID Trunk Port Features	NA			
Analog Trunk Port Features (per feature per port)				
DID #s - Initial 100 #s	NA		\$ 170.45	NA
Initial 10 #s	NA		\$ 154.20	NA
Subsequent Add or Remove 100 #s	NA		NA	\$ 25.05
Subsequent Add or Remove 10 #s	NA		NA	\$ 8.80
DS1 Digital Trunk Port Features (per feature per port)				
DID #s - see Analog DID Trunk Port Features				
Unbundled Centrex System Options				
System Initial Establishment per Serving Office - Analog Only	NA		\$ 803.35	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		\$ 803.35	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		\$ 391.05	NA
System Subsequent Change per Serving Office - Analog only system	NA		NA	\$ 244.80
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed s	NA		NA	\$ 284.95
System Subsequent Change per Serving Office - ISDN BRI only system	NA		NA	\$ 284.95
System Subsequent Conversion per Serving Office - Add Analog to existing	NA		NA	\$ 586.30
System Subsequent Conversion per Serving Office - Add ISDN BRI to exist	NA		NA	\$ 284.95
Analog Line Port (ALP) Features for Unbundled Centrex				
Standard feature initialization per Analog Line Port	NA		\$ 5.40	NA
Individual Features (per feature per port):				
Automatic Callback Calling/Business Group Callback	NA		\$ 6.15	NA
Call Forwarding Variable/Business Group Call Forwarding Variable	NA		\$ 6.15	NA
Call Forwarding Busy Line	NA		\$ 6.15	NA
Call Forwarding Don't Answer	NA		\$ 6.15	NA
Call Hold	NA		\$ 6.15	NA
Call Pickup	NA		\$ 6.15	NA

					SWBT Generic Rates			
MISSOURI					SWBT RECURRING		SWBT NON-REC.	
					Monthly		Initial	Additional
Call Transfer - All Calls					NA		\$ 6.15	NA
Call Waiting - Intragroup/Business Group Call Waiting					NA		\$ 6.15	NA
Call Waiting - Originating					NA		\$ 6.15	NA
Call Waiting - Terminating					NA		\$ 6.15	NA
Class of Service Restriction - Fully Restricted					NA		\$ 6.15	NA
Class of Service Restriction - Semi Restricted					NA		\$ 6.15	NA
Class of Service Restriction - Toll Restricted					NA		\$ 6.15	NA
Consultation Hold					NA		\$ 6.15	NA
Dial Call Waiting					NA		\$ 6.15	NA
Directed Call Pickup - Non Barge In					NA		\$ 6.15	NA
Directed Call Pickup - With Barge In					NA		\$ 6.15	NA
Distinctive Ringing and Call Waiting Tone					NA		\$ 6.15	NA
Hunting Arrangement - Basic					NA		\$ 6.15	NA
Hunting Arrangement - Circular					NA		\$ 6.15	NA
Speed Calling Personal (short list)					NA		\$ 6.15	NA
Three Way Calling					NA		\$ 6.15	NA
ISDN BRI Port Features for Unbundled Centrex								
Circuit Switched Voice (CSV)/(CSD) per ISDN BRI Port					NA		\$ 19.65	NA
Standard feature initialization per ISDN BRI Device					NA		\$ 5.40	NA
Individual features (per feature per B Channel)								
Additional Call Offering for CSV					NA		\$ 6.15	NA
Automatic Callback Calling					NA		\$ 6.15	NA
Call Forwarding Busy Line					NA		\$ 6.15	NA
Call Forwarding Don't Answer					NA		\$ 6.15	NA
Call Forwarding Variable					NA		\$ 6.15	NA
Call Hold					NA		\$ 6.15	NA
Call Pickup					NA		\$ 6.15	NA
Call Transfer - All Calls					NA		\$ 6.15	NA
Class of Service Restriction - Fully Restricted					NA		\$ 6.15	NA
Class of Service Restriction - Semi Restricted					NA		\$ 6.15	NA
Class of Service Restriction - Toll Restricted					NA		\$ 6.15	NA
Consultation Hold					NA		\$ 6.15	NA
Dial Call Waiting					NA		\$ 6.15	NA
Directed Call Pickup - Non Barge In					NA		\$ 6.15	NA
Directed Call Pickup - With Barge In					NA		\$ 6.15	NA
Distinctive Ringing					NA		\$ 6.15	NA
Hunting Arrangement - Basic					NA		\$ 6.15	NA
Hunting Arrangement - Circular					NA		\$ 6.15	NA
Speed Calling Personal (short list)					NA		\$ 6.15	NA
Three Way Calling					NA		\$ 6.15	NA

APPENDIX WIRELESS

APPENDIX WIRELESS

This Appendix sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for traffic originated on a Commercial Mobile Radio Service (CMRS) Provider's network and terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area (LATA). The Parties will be compensated under this Appendix only to the extent that they are not been compensated for Wireless Interconnection Service under other tariffs, settlement agreements, contracts or other mechanism. This Appendix is subject to the terms and conditions of applicable tariffs.

I. DEFINITIONS

- A. Wireless Interconnection Service - The interchange of traffic originated from a Commercial Mobile Radio Service (CMRS) Provider's Mobile Telephone Switching Office (MTSO) through SWBT's or the CLEC's point of switching for termination on the relevant Party's wireline switching network.
- B. Commercial Mobile Radio Service (CMRS) Provider - A radio common carrier provider of domestic public cellular telecommunication service, as defined in Part 22, Part 24, or Part 90 of the FCC Rules and Regulations.
- C. End Office - SWBT or CLEC switching system where exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.
- D. Local Access and Transport Area ("LATA") - A geographic area marking the boundaries beyond which a Bell Operating Company formerly could not carry telephone calls pursuant to the terms of the Modification of Final Judgment (MFJ), U.S. vs. American Tel. & Tel. Co., 552 F.Supp. 131 (D.D.C. 1983), affirmed sub nom. Maryland v. United States, 460 U.S. 1001 (1983).
- E. Local Calling Area or Local Calling Scope - That area in which the message telephone exchange service between two or more end offices, without a toll charge, is provided.
- F. Minutes of Use (MOU) - For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company or MOU provided by the CMRS Provider to the Primary Company where the Primary Company is unable to measure the actual terminating usage.
- G. Mobile Telephone Switching Office ("MTSO") - A CMRS Provider's switching equipment or terminal used to provide CMRS Provider's switching services or, alternatively, any other point of termination designated by the CMRS Provider.

The MTSO directly connects the CMRS Provider's customers within its licensed serving area to the Primary Company's facilities.

- H. Primary Company - The Party that provides the End Office or Tandem Office where the CMRS Provider chooses to connect terminating traffic. The Primary Company also bills the CMRS Provider for Wireless Interconnection Service.
- I. Revenues - Those monies the Primary Company bills and collects from the CMRS Provider for jointly provided Wireless Interconnection Service.
- J. Secondary Company - The Party that receives Terminating Traffic from the Primary Company.
- K. Tandem Office - A Party's switching system that provides an intermediate switching point for traffic between end offices or the network.
- L. Terminating Traffic - That traffic which is delivered by a CMRS Provider to the Primary Company for termination at a point on the intraLATA wireline switching network.

II. ADMINISTRATION OF REVENUE DISTRIBUTION

- A. The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for calls terminating within a LATA. On jointly provided Wireless Interconnection Service, the Primary Company will distribute a portion of the Local Transport (LT) Revenues as described below with the Secondary Company for its part in terminating traffic from the CMRS Provider. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMRS Provider to the Secondary Company, as described below.
- B. Distribution of revenues will be computed using the rate elements as defined in SWBT's applicable Wireless Interconnection Tariff.
- C. For terminating traffic, actual monthly wireless MOU will be measured by the Primary Company for each office in the LATA or provided to the Primary Company by the CMRS Provider in those cases where the Primary Company is unable to measure the actual terminating usage.
- D. Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the Primary Company will be determined by totaling the actual terminating MOU associated with each of the Secondary Company's end offices and multiplying those MOU by the appropriate rates as set out above. The LT revenues due to the Secondary Company will be determined for each Secondary Company end office

by multiplying the billed MOU by the appropriate LT rate multiplied by the applicable end office percentage ownership of facilities listed in Exhibit A to this Appendix.

- E. The Primary Company will prepare a revenue and usage statement on a monthly basis. Within 90 calendar days after the end of each billing period, except in cases of disputes, the Primary Company will remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution will be made for the revenue the Primary Company is unable to collect.
- F. The revenue and usage statement will contain the following information:
 - 1. The number of MOU for each of the Secondary Company's end offices, the corresponding rate elements to be applied to the MOUs for each end office, and the resulting revenues;
 - 2. The total of the MOU and revenues for the Secondary Company;
 - 3. The percent ownership factor used to calculate the distribution of Local Transport revenues; and,
 - 4. Adjustments for uncollectibles.
- G. The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Agreement. The Primary Company will start revenue distribution on usage within 60 calendar days from the date this Appendix is effective.

III. TERMINATION PROVISIONS

- A. This Appendix shall remain in effect until terminated by either Party upon a minimum of 30 calendar days written notice by such Party to the designated representative of the other.
- B. This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

IV. MISCELLANEOUS PROVISIONS

- A. Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.

- B. Each party will promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

V. **NOTICE**

In the event any notices are required under the terms of this Appendix, they shall be sent by registered mail, return receipt requested to:

If to SWBT: Account Manager
Four Bell Plaza, 7th Floor
311 S. Akard Street
Dallas, Texas 75202-5398

If to CLEC: Bruce Hall, Vice President – Operations
Computer Business Sciences, Inc.
80-02 Kew Gardens Road, Suite 5000
Kew Gardens, NY 11415

VI. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

EXHIBIT A TO APPENDIX WIRELESS

End Office Percent Ownership of Local Transport Facilities

CLLI Code	NPA-NXX	% Ownership of Transport Facilities
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APPENDIX WP

APPENDIX WP

WHITE PAGES DIRECTORY APPENDIX

SWBT and CLEC agree to the following terms and conditions for the printing and distribution of White Pages directories:

1. SWBT publishes White Pages directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to include listings information for its end users in the appropriate SWBT White Pages directories.
2. CLEC also desires distribution to its end users of the White Pages directories that include listings of CLEC's end users.
3. NOW THEREFORE, in consideration of these premises, SWBT and CLEC agree as follows:

I. SERVICE PROVIDED

- A. Subject to SWBT's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SWBT will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and SWBT practices are subject to change from time to time.
- B. Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the CLEC shall furnish to SWBT, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- C. CLEC may provide CLEC's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database or the CLEC may choose to provide listings in the form of camera ready copy.
- D. If CLEC provides its subscriber listing information to SWBT via a mechanical or manual feed such listings are to be alphabetically interfiled (interspersed) in the SWBT directory among SWBT subscriber listings. If CLEC provides its subscriber listing information to SWBT in the form of camera ready copy, SWBT will include such listings as a separate section of the White Pages directory included in a separate section of the SWBT White Pages directory.

- E. Sixty (60) days prior to the business office close date for a particular directory, SWBT shall provide CLEC a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each CLEC end user. CLEC shall review this verification list and shall submit to SWBT any necessary additions, deletions or modifications within thirty (30) days of receipt of the list from SWBT.
- F. If CLEC provides its subscriber listing information to SWBT in the form of camera ready copy. SWBT shall provide CLEC sixty (60) days written notice of the date by which CLEC must provide this information to SWBT.
- G. Sixty (60) days prior to the directory close, CLEC shall provide to SWBT written specification of the total number of directories that it will require, along with the number of directory(ies) that each CLEC end user will require. SWBT will provide one (1) copy of the directory to CLEC end users, unless otherwise instructed by the CLEC.
- H. At CLEC's request, SWBT will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page. In those directories in which SWBT includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, not to exceed 1/8th of a page.
- I. At its request, CLEC may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area. Such page(s) shall be no different in style, size, color and format than SWBT "Informational Pages". Sixty (60) days prior to the directory close date, the CLEC shall provide to SWBT the "Informational Page" in the form of camera-ready copy.

II. USE OF SUBSCRIBER LISTING INFORMATION

- A. CLEC authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Appendix for the sole purpose of including the listings in the appropriate printed White Pages directory and directory assistance databases where such service is provided to the CLEC by SWBT. Included in this authorization is the exchange of extended area service listings SWBT provides for Independent Company directory publications.
- B. At CLEC's written request, SWBT shall transmit CLEC's end user listing information to designated third party directory publishers (limited to publishers

that SWBT transmits its own listing information) for a one-time administrative fee of one hundred dollars (\$100.00) per occurrence, per directory publisher.

III. PRICING

- A. The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference. If CLEC provides its subscriber listing information to SWBT via a mechanical or manual feed of the listings to SWBT's listings database, SWBT will assess per book copy, per subscriber line, charge when directories are delivered to CLEC end user premises, or an annual, per book copy charge when delivered in bulk to CLEC. Included in this rate, CLEC will receive for its end user, one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the CLEC location.
- B. Where an CLEC end user requires additional listings to appear in the White Pages directory, SWBT will assess CLEC an annual charge for such listings at existing SWBT tariff rates.
- C. For any "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see I. G. above), SWBT shall charge CLEC a per book copy charge. This rate applies, per book copy, when such directories are delivered in bulk to CLEC or to the CLEC's end user premises.
- D. For inclusion of the CLEC "Informational Page" in the White Pages directory, SWBT shall charge the CLEC an annual fee for inclusion in the Metropolitan area book.

IV. ASSIGNMENT

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

V. LIABILITY

- A. CLEC hereby releases SWBT from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to SWBT under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

- B. CLEC shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information as it appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.
- C. This Appendix shall not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

VI. BREACH OF CONTRACT

If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching party, whereupon this Appendix shall be null and void with respect to any issue of SWBT's White Pages directory published sixty (60) or more days after the date of receipt of such written notice.

VII. TERM

- A. This Appendix shall continue in force for one (1) until terminated by sixty (60) days prior written notice by either Party to the other. Upon termination, SWBT shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and shall promptly return such subscriber listing information to the CLEC.
- B. Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section V herein shall continue with respect to any directory published within sixty (60) days of termination.

VIII. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX WP

**EXHIBIT I
PRICE LIST**

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy ¹ Ordered After Initial Order

¹ Subject To Availability

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

¹ Subject To Availability