

RESALE

TABLE OF CONTENTS

1	TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE	429
2	GENERAL TERMS AND CONDITIONS FOR RESALE	429
3	PRICING.....	430
4	RESALE RESTRICTIONS.....	430
5	INTENTIONALLY OMITTED	431
6	DIALING AND SERVICE PARITY, NUMBER RETENTION.....	431
7	CHANGES IN RETAIL SERVICE	432
8	REQUIREMENTS FOR SPECIFIC SERVICES.....	432
9	SUPPORT FUNCTIONS FOR RESOLD SERVICES	434
10	SERVICE FUNCTIONS	437
11	WHITE PAGES DIRECTORIES	437
12	CALL TRACE.....	438
13	MUTUAL RESPONSIBILITIES OF THE PARTIES.....	438
14	PROVISIONING REQUIREMENTS.....	439
15	ORDER DUE DATE.....	439
16	MAINTENANCE REQUIREMENTS.....	440
17	INTENTIONALLY OMITTED.....	440
18	INTERCOMPANY COMMUNICATIONS.....	440
19	EMERGENCY RESTORATION.....	440
20	INTENTIONALLY OMITTED.....	441
21	INTENTIONALLY OMITTED.....	441
22	ESCALATION PROCEDURES.....	441
23	PREMISES VISIT PROCEDURES	441
24	DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING	441
25	REPAIR SERVICE RESPONSE.....	441

1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1 This Appendix describes several services that SBC MISSOURI shall make available to MCIIm for resale pursuant to this Agreement. All services or offerings of SBC MISSOURI, which are to be offered for resale pursuant to the Act, are subject to the terms herein. SBC MISSOURI shall make Telecommunications Services that SBC MISSOURI provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251 (c) (4) (A) of the Act and other applicable limitations or restrictions.
 - 1.1.1 The Parties acknowledge that MCIIm has a duty pursuant to Section 251 (b)(1) of the Act not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of MCIIm's telecommunications services.
- 1.2 At the request of MCIIm, and pursuant to the requirements of the Act, SBC MISSOURI will make available to MCIIm on non-discriminatory terms and conditions, any Telecommunications Service required by the Act and implementing regulations to be offered for resale that SBC MISSOURI currently provides or may offer hereafter. SBC MISSOURI shall also provide support functions and service functions, as set forth in this Appendix and Appendix OSS. The Telecommunications Services provided by SBC MISSOURI for resale, and the service functions and support functions provided by SBC MISSOURI to MCIIm pursuant to this Appendix are collectively referred to as "Resale Service."
- 1.3 MCIIm may resell, to other Telecommunications carriers, services purchased under this Appendix.

2. GENERAL TERMS AND CONDITIONS FOR RESALE

- 2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in Federal Communications Commission Rules, 47 C.F.R. Section 64.1100 et seq., to process end-user selection of primary local exchange carriers. Neither Party shall require a written letter of authorization in order to process the required service orders to effectuate the migration. The ordering requirements for such migrations are subject to the LSOG requirements as set forth in the P.U.C. Substantive Rule § 26.131.
- 2.2 Prior to submitting an order under this Appendix, MCIIm shall obtain authorization as required by applicable federal and state laws and regulations, and assumes responsibility for its applicable charges as specified in Applicable Law. SBC MISSOURI shall abide by the same applicable laws and regulations.
- 2.3 The Parties shall comply with all applicable Commission rules regarding switching end user customers from one telecommunications provider to another, including those rules governing those initiating a challenge to a change in an end user customer's local service provider.
- 2.4 When an end user customer 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 customer's authorized agent. Further, when an end user customer abandons its premises, SBC MISSOURI is free to reclaim the facilities for use by another end user customer and is free to issue service orders required to reclaim such facilities. SBC MISSOURI shall notify MCIIm of such abandonment in advance of removing the facilities. Such notification shall follow the email process currently in place between the Parties.

- 2.5 SBC MISSOURI shall provide line loss notification to MCI's as required by the Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process.
- 2.6 MCI is solely responsible for the payment of all charges for all services furnished under this Appendix ordered by MCI or its authorized agent.
- 2.7 SBC MISSOURI shall not be responsible for the manner in which MCI bills its customers. All applicable rates and charges for services provided to MCI under this Appendix will be billed directly to MCI and shall be the responsibility of MCI regardless of MCI's ability to collect. MCI shall not be responsible for payment of charges for any retail services furnished and billed by SBC MISSOURI directly to end user customers.

3. PRICING

- 3.1 The wholesale discount for resale services shall be the appropriate commission ordered discount. In addition to the discounted rates set forth in Appendix Pricing, MCI shall pay SBC MISSOURI for any applicable charges or fees, if any, incident to the establishment or provision of resale services requested by MCI, including initial non-recurring charges.
- 3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to MCI at wholesale rates as specified in Appendix Pricing.
- 3.3 Intentionally Omitted.

4. RESALE RESTRICTIONS

- 4.1 To the extent consistent with applicable federal and state rules and regulations, MCI may resell local services to provide Telecommunications Services. SBC MISSOURI will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that SBC MISSOURI has identified in SBC MISSOURI's retail tariffs as grandfathered or grandfathers in the future may only be resold to the same End User at the existing End User's location to which SBC MISSOURI provides the service, either at retail or through resale.
- 4.2 SBC MISSOURI shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services outlined in accordance with state specific commission requirements. SBC MISSOURI retail promotions of ninety (90) days or less are not available to MCI for resale.
- 4.3 MCI shall only resell services to the same category of subscriber to whom SBC MISSOURI offers such services (for example, residential service shall not be resold to business subscribers).
- 4.4 Intentionally Omitted
- 4.5 MCI shall not use resold local Telecommunications Services to provide access or interconnection services to itself, Interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that MCI may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

- 4.6 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate SBC MISSOURI federal and state tariff(s), that the Commission has approved for inclusion in the charges that CLECs will pay SBC MISSOURI for services for resale will apply to each local exchange line furnished to MCIIm under this Appendix for resale. SBC MISSOURI will not charge MCIIm any federal, state or local taxes that MCIIm remits directly to the appropriate government agency. The 911 surcharge is not governed by this provision, but is addressed in Section 8.6. In this context, "commission approval" shall not include orders approving negotiated agreements pursuant to 252 of the Act other than this Agreement.
- 4.7 To the extent allowable by law, MCIIm shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to MCIIm for resale. MCIIm shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing.
- 4.8 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number as set forth in P.U.C. Substantive Rule § 26.131.
- 4.9 SBC MISSOURI shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. MCIIm shall resell the services provided herein only in those service areas in which such resale services are offered to End Users at retail by SBC MISSOURI as the incumbent local exchange carrier.
- 4.10 SBC MISSOURI services are not available at wholesale rates to MCIIm for its own use or for the use of any of MCIIm's affiliates and/or subsidiaries or the use of MCIIm's parent or any affiliate and/or subsidiary of MCIIm's parent company, if any.
- 4.11 Unless permitted by tariff, MCIIm shall not permit the sharing of a service by multiple end user customer(s) or the aggregation of traffic from multiple end user customers onto a single service.
- 4.12 To the extent SBC MISSOURI makes available to its End Users, any volume or term discounts, SBC MISSOURI shall make such volume and term discounts available to MCIIm at the same rates, terms and conditions.
- 4.13 If MCIIm is in violation of any provision of this Appendix Resale, SBC MISSOURI will notify MCIIm of the violation in writing. Such notice shall refer to the specific provision being violated. MCIIm will have thirty (30) calendar days to correct the violation and notify SBC MISSOURI in writing that the violation has been corrected. Should MCIIm dispute the stated violation, MCIIm must notify SBC MISSOURI in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from SBC MISSOURI and comply with the Dispute Resolution provision of the Agreement to which this Appendix is attached. Resolution of any dispute by MCIIm of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix Resale is attached.

5. INTENTIONALLY OMITTED

6. DIALING AND SERVICE PARITY, NUMBER RETENTION

- 6.1 Unless technically infeasible, for resold service SBC MISSOURI shall ensure that all MCIIm End Users experience the same dialing parity as comparable SBC MISSOURI End Users, such that, for

all call types: (i) an MCI End User is not required to dial any greater number of digits than a comparable SBC MISSOURI End User; (ii) the MCI End User may retain its local telephone number provided the customer remains within the same wire center; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an MCI End User is at least equal in quality to that experienced by a comparable SBC MISSOURI End User.

- 6.2 For resold services, SBC MISSOURI shall ensure that all MCI End Users experience the same service levels as comparable SBC MISSOURI End Users.

7. CHANGES IN RETAIL SERVICE

- 7.1 SBC MISSOURI will notify MCI at least forty-five (45) days in advance of any changes in the terms (not pricing) and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any services or promotions or the discontinuance of current services, in accordance with state commission guidelines.
- 7.2 The rights, obligations, and duties set forth in this Appendix are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

8. REQUIREMENTS FOR SPECIFIC SERVICES

- 8.1 Centrex Requirements. CENTREX is a Grandfathered Service and MCI may only offer it to customers that are eligible to receive CENTREX from SBC MISSOURI. MCI shall only sell Plexar™, Centrex and Centrex-like services to a single End User or multiple end user customer(s) in accordance with the terms and conditions set forth in the corresponding SBC MISSOURI retail tariff(s). Grandfathered services are available per appropriate state specific tariff to MCI for resale at the applicable discount only to the same End User, at the existing End User's location, to which SBC MISSOURI provides the service, either at retail or through resale.
- 8.2 MCI may purchase the entire set of PLEXAR families of services at Parity with what SBC MISSOURI provides to its retail End Users. The PLEXAR families of services provided for resale will meet the following requirements:
- 8.2.1 Intentionally Omitted
- 8.2.2 All features and functions of CENTREX Service, PLEXAR families of services, whether offered under tariff or otherwise, shall be available to MCI for resale.
- 8.2.3 MCI may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.
- 8.2.4 MCI may be required to pay a charge, for the cost of suppressing the need for MCI customers to dial "9" when placing calls outside the PLEXAR families of services.
- 8.2.5 SBC MISSOURI will furnish PLEXAR Custom services to MCI for resale subject to this section of this Resale Appendix. SBC MISSOURI's provision of PLEXAR Custom will be as specified in this paragraph. SBC MISSOURI will offer MCI the same price SBC MISSOURI provides to its Customers less costs that will be avoided.
- 8.2.6 Intentionally Omitted.

- 8.2.7 Intentionally Omitted.
- 8.3 MCIIm may only resell special needs services as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent MCIIm resells services that require certification on the part of the end user customer, MCIIm shall ensure that the end user customer has obtained proper certification, continues to be eligible for the programs, and complies with all rules and regulations as established by the appropriate Commission and in the SBC MISSOURI tariffs.
- 8.3.1 Intentionally Omitted.
- 8.3.2 Telephone Assistance Programs
- 8.3.2.1 MCIIm is exclusively responsible for all aspects of any similar MCIIm offered program, including ensuring that any similar MCIIm offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of MCIIm's End User or applicants are eligible to participate in such programs, submitting MCIIm's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.
- 8.4 Intercept and Transfer Services. SBC MISSOURI shall provide intercept and transfer services to MCIIm for MCIIm end user customers on the same basis as such services are available to comparable SBC MISSOURI end user customers.
- 8.5 E911/911 Services. SBC MISSOURI shall provide to MCIIm, for MCIIm end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to SBC MISSOURI's end user customers. SBC MISSOURI shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the MCIIm customer service information in the ALI/DMS used to support 911 services. SBC MISSOURI shall provide MCIIm end user customer information to the PSAP. MCIIm shall update its End User's 911 information through the LSR process.
- 8.5.1 The Parties' liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of this Agreement.
- 8.5.1.1 Intentionally Omitted.
- 8.5.1.2 Intentionally Omitted.
- 8.5.1.3 Intentionally Omitted.
- 8.5.1.4 Intentionally Omitted.
- 8.6 MCIIm shall be responsible for collecting and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges subject to applicable State Commission Rules.
- 8.7 Intentionally Omitted

- 8.8 Customer Specific Pricing Agreements. MCIIm may purchase SBC MISSOURI customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from SBC MISSOURI. Where MCIIm and SBC MISSOURI are competing at retail for the same customer, both retail price and associated wholesale discount shall be calculated by SBC MISSOURI without unreasonable delay. SBC MISSOURI shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding MCIIm's request or other competitively sensitive information.
- 8.9 Inside Wire Maintenance Service. Where offered by SBC MISSOURI and upon mutual agreement of the parties, the parties may enter into a separate agreement for the purchase of SBC MISSOURI inside wire maintenance service for use with MCIIm customers.
- 8.10 Suspension of Service
- 8.10.1 MCIIm may offer to resell end user customer Initiated Suspension and Restoral Service to its end user customers if and to the extent offered by SBC MISSOURI to its retail end users.
- 8.10.2 MCIIm may also provide SBC MISSOURI Initiated Suspension service for its own purposes, where available. Service specifics may be obtained in state specific CLEC Handbooks.
- 8.10.2.1 MCIIm shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
- 8.10.2.2 Should MCIIm suspend service for one of its end user customers and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, MCIIm shall be charged and shall be responsible all appropriate monthly services charges for the end users service from the suspension date through the disconnection date pursuant to the state specific retail tariff subject to the Commission approved wholesale discount.
- 8.10.3 Should MCIIm restore its end user, restoral charges will apply and MCIIm will be billed for the appropriate service from the time of suspension.
- 8.11 CLASS and Custom Features Requirements. Where deployed, and at MCIIm's option, MCIIm may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an end user customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.
- 8.12 Intentionally Omitted
- 8.13 Intentionally Omitted

9. SUPPORT FUNCTIONS FOR RESOLD SERVICES

- 9.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.

- 9.2 SBC MISSOURI shall make customized routing of OS/DA traffic available to MCI on request. For issues involving Customized Routing of OS/DA traffic, see Appendix OS and Appendix DA.
- 9.3 Intentionally Omitted.
- 9.4 Branding
- 9.4.1 Except where otherwise required by law, MCI shall not, without SBC MISSOURI's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC MISSOURI or its Affiliates, nor shall MCI state or imply that there is any joint business association or similar arrangement with SBC MISSOURI in the provision of Telecommunications Services to MCI's end user customers.
- 9.4.2 SBC MISSOURI will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:
- 9.4.2.1 MCI will provide SBC MISSOURI recorded announcements and written specifications to be used to brand MCI's OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire.
- 9.4.2.2 A brand shall be announced at the beginning of each telephone call and before the consumer incurs any charge for the call.
- 9.4.2.3 Where SBC MISSOURI provides MCI OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, different brands may be used on each trunk group.
- 9.4.2.4 Charges for branding are set forth in Appendix Pricing.
- 9.4.2.5 Until MCI's resold OS/DA traffic is customized routed off of the SBC MISSOURI OS/DA platform, SBC MISSOURI will continue to provide OS/DA branding on SBC MISSOURI own platform using the service provided ID solution currently in effect.
- 9.5 Intentionally Omitted.
- 9.6 Directory Assistance (DA) Listings
- 9.6.1 SBC MISSOURI will include the MCI end user customer listing in its Directory Assistance database as part of the service order process. SBC MISSOURI will honor MCI end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as MCI requested in the SBC MISSOURI database which is used to perform Directory Assistance functions. SBC MISSOURI shall permit MCI end user customers the option of having a non-listed telephone number; this option will be provided at the same price SBC MISSOURI charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Appendix Performance Measurements and are incorporated by this reference. SBC MISSOURI will provide Directory Assistance service to MCI that equals the Directory Assistance Service SBC MISSOURI provides to itself and its own end user customers.

- 9.6.2 Intentionally Omitted.
- 9.7 The terms and conditions for OS/DA Rates and References are found in Appendices OS and DA, which are incorporated herein by reference.
- 9.8 OS/DA calls which, at MCI's option, are routed to SBC MISSOURI, will meet or exceed the Performance Measurements which SBC MISSOURI provides to itself and its own end user customers. SBC MISSOURI will provide the full range of Operator Services at the rates set forth in Appendix Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.
- 9.9 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's end user customer to the repair number supplied by the appropriate Party.
- 9.10 The terms and conditions for Operator to Operator (i.e., custom routing) Busy Line Verification and Busy Line Interrupt are found in Appendix Inward Assistance Operator Services which are incorporated herein by reference.
- 9.11 Access to the Line Information Database. MCI's service order shall update and maintain MCI end user customer information, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it processes service orders for SBC MISSOURI' end user customers.
- 9.12 Telephone Line Number Calling Cards. SBC MISSOURI's assigned telephone line calling card account ceases to exist once MCI becomes the account owner in LIDB. MCI may choose to enable a MCI calling card account based upon the telephone number of a resold line. To enable such a calling card account, MCI shall provide (on the order for the resale line), a four-digit numerical pin number which will be used by the end user customer in the use of the MCI calling card. SBC MISSOURI will provide billing usage data via the established mechanisms.
- 9.13 Intentionally Omitted
- 9.14 Call Blocking. Upon MCI's request, SBC MISSOURI will provide blocking on a line by line basis of an MCI end user customer's access to any or all of the following call types for which blocking is offered by SBC MISSOURI, which may include: 700, 900, 976, bill to third and collect, and such other call types for which SBC MISSOURI provides blocking to comparable end user customers. If MCI does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of MCI to order the appropriate toll restriction or blocking on lines resold to end user customers. MCI acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. MCI acknowledges all such limitations and accepts all responsibility MCI acknowledges all such limitations and accepts all responsibility for any charges for calls for which blocking is not available or calls which bypass the blocking systems. If MCI fails to accept liability for calls that may bypass blocking systems, MCI agrees to provide its end user customer information to SBC MISSOURI so that SBC MISSOURI may bill MCI's end user customer for the services they benefited from and the charges the end user customers rightfully owe.

- 9.15 The terms and conditions for customized routing OS/DA calls are found in Appendix UNE, which are incorporated herein by reference.

10. SERVICE FUNCTIONS

SBC MISSOURI shall allow MCIIm to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by electronic interface. SBC MISSOURI shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.

- 10.1 Work Order Processes. SBC MISSOURI shall ensure that all work order processes used to provision local service to MCIIm for resale meet the service parity requirements set forth in other Appendices within this Agreement.
- 10.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in other Appendices within this Agreement.
- 10.2 Point of Contact for the MCIIm end user customer. Except as otherwise provided in this Agreement, MCIIm shall be the single and sole point of contact for all MCIIm end user customers.
- 10.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.
- 10.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that Party's services or products, (2) do not in any way disparage or discriminate against each other or that Party's products and services, and (3) not solicit each others' services during such inquiries.
- 10.5 Points of Contact. Each Party shall provide the other Party with a contact for all inquiries regarding the implementation of this Appendix. Each Party shall accept all inquiries from the other Party and provide timely responses.
- 10.6 Maintenance. Maintenance will be provided by SBC MISSOURI in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement
- 10.7 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, SBC MISSOURI may not initiate any disconnect, suspension or termination of an MCIIm customer's resale services unless directed to do so by MCIIm by transmission of a service order or SBC MISSOURI's receipt of proper authorization to change such customer's primary local exchange carrier to a carrier other than MCIIm. SBC MISSOURI will provide MCIIm with an electronic notice of customers who change their local carrier.
- 10.8 The Exchange of Billing Message Information shall be in accordance with Appendix Recording.
- 10.9 "As Is" Transfers of End User Customer Accounts. SBC MISSOURI shall allow MCIIm to initiate "As Is" transfers of local exchange telecommunications services in accordance with LSOR guidelines. For purposes of this Appendix, an "As Is" transfer is the transfer of all the telecommunications services and features available for resale that are currently being provided to a specific end user customer account.

11. WHITE PAGES DIRECTORIES

- 11.1 The terms and conditions for White Pages Directories are found in Appendix White Pages Directory, which are incorporated herein by reference.

12. CALL TRACE

- 12.1 MCI's end user's activation of Call Trace shall be handled by the SBC MISSOURI Call Trace Center (CTC). SBC MISSOURI shall notify MCI of requests by its end user customers to provide the call records to the proper authorities. Subsequent communications and resolution of the case with MCI's end user customers (whether that end user is the victim or the suspect) will be coordinated through MCI.
- 12.2 MCI understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be MCI's responsibility to provide additional information necessary for any police investigation. MCI will indemnify SBC MISSOURI against any claims that insufficient information led to inadequate prosecution.

13. MUTUAL RESPONSIBILITIES OF THE PARTIES

- 13.1 SBC MISSOURI will provide Pre-order, Ordering and Provisioning requests for Resale Services to MCI, where an electronic OSS interface is not being utilized, and will be transmitted via facsimile to SBC MISSOURI's Local Service Center (LSC). SBC MISSOURI's LSC will respond to MCI's calls with the same level of service which SBC MISSOURI provides to its local exchange end users customers.
- 13.2 Each Party will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m. to 5:00 p.m. Monday through Friday (except holidays).
- 13.3 Each Party will respond to emergency requests for after hours provisioning via the respective LOC, SPOC, or other designee as agreed upon by the Parties, 24 hrs/day, 7 days a week. Each Party will provide ordering and provisioning coordination for Resale services Monday through Friday from 8 a.m. to 5:00 p.m. through the respective LSC or the LOC, SPOC, or contact as agreed upon by the Parties as applicable. Each Party may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that the Party provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8 a.m. to 5:00 p.m.) ordering and provisioning coordination.
- 13.4 SBC MISSOURI will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis.
- 13.5 Each Party will work together via the CLEC User Forum guidelines to share issues and address concerns regarding processes which impact the Parties.
- 13.6 All misdirected calls from either Party's end user customers will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that the end user customers become identifiable, such end users will be directed to call the respective Party at a designated 800 number. The Parties will agree on the scripts to be used for this purpose.
- 13.7 Where technically feasible, SBC MISSOURI's LSC will provide coordination support for all designed and/or complex Resale services provided to MCI. Services for which such support is to be

provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.

- 13.8 Simple and Complex Service Orders: If SBC MISSOURI on an electronic flow-through basis can handle an order with no manual intervention, the order is simple. All other orders are complex.
- 13.9 Intentionally Omitted
- 13.10 SBC MISSOURI will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that SBC MISSOURI provides such blocking capabilities to its end user customers, to other CLECs and to the extent required by law.
- 13.11 When ordering a Resale service via a service order, MCI may order separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order. SBC MISSOURI will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.
- 13.12 Unless otherwise directed, when MCI orders a Resale service all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).
- 13.13 SBC MISSOURI will provide standard provisioning intervals for all Resale services at parity with what it provides its retail end users, its affiliates and CLECs other than MCI.

14. PROVISIONING REQUIREMENTS

- 14.1 Where available, SBC MISSOURI will perform pre-testing and will provide electronically all test and turn up results in support of Complex Resale services ordered.
- 14.2 When an SBC MISSOURI employee visits the premises of an MCI end user customer, SBC MISSOURI's employee must inform the end user customer that he or she is acting on behalf of MCI. Materials left at the end user customer premises (e.g., a door hanger notifying the end user customer of the service visit) must also inform the end user customer that SBC MISSOURI was acting on behalf of MCI.
- 14.3 SBC MISSOURI's technicians will direct MCI's end user customers to contact MCI if MCI's end user customer requests a change in service at the time of installation.
- 14.4 SBC MISSOURI will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain MCI's approval prior to commencing construction under an order for such service.

15. ORDER DUE DATE

- 15.1 When a MCI submits an LSR, MCI will specify a desired Due Date (DDD) and SBC MISSOURI will specify a due date (DD) based on the available intervals. In the event a desired DD is less than the standard interval, the service order will be assigned a DD using the applicable interval.

- 15.2 If expedited service is requested, MCIIm will populate Expedite and Expedite Reason on the request. The Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply. SBC MISSOURI will not complete the order prior to the DD or later than the DD unless authorized by MCIIm.
- 15.3 MCIIm will follow the escalation process documented on SBC MISSOURI's web sites (SBC MISSOURI's web site is CLEC Online) and contacts reflected on the escalation web site for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SBC MISSOURI will notify MCIIm of any modifications to these contacts one (1) week in advance of such modifications.

16. MAINTENANCE REQUIREMENTS

- 16.1 SBC MISSOURI will provide repair, maintenance, and testing, for all Resale services in accordance with the terms and conditions of this Appendix Resale.
- 16.2 SBC MISSOURI will provide maintenance for all Resale services on a nondiscriminatory basis.

17. INTENTIONALLY OMITTED

18. INTERCOMPANY COMMUNICATIONS

- 18.1 The Parties will establish an Event Notification Process. A network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by SBC MISSOURI's Network Management Service Center ("NMSC"), and will utilize MCIIm's Network Management Center ("NMC") or other identified contacts listed in the Profile (for SBC MISSOURI the document used is the "SBC MISSOURI 13-STATE CLEC Profile" (Section 7, Contact Names)) as the Single Point of Contact to notify the other Party of the existence, location, and source of all emergency network outages affecting MCIIm's end user customer. Notification will be sent via facsimile and/or e-mail, as designated in the Profile. A Party's End user Network Service Center ("CNSC") or NMC may call the other Party's Local Operation Center (LOC) in order to discuss scheduled activities that may impact MCIIm's end user customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

19. EMERGENCY RESTORATION

- 19.1 SBC MISSOURI's NMSC will notify the other Party via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when MCIIm reports trouble to the LOC, the LOC will notify MCIIm of:
- 19.1.1 establishment of SBC MISSOURI's LOC as the single point of contact to provide MCIIm with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process; and
- 19.1.2 methods and procedures for reprovisioning of all Resale services after initial restoration. Each Party agrees that Telecommunications Service Priority ("TSP") services for the other Party carry equal priority with each Party's TSP services for restoration. Each Party will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

20. INTENTIONALLY OMITTED

21. INTENTIONALLY OMITTED

22. ESCALATION PROCEDURES

22.1 The Parties will agree on written escalation procedures for maintenance resolution to be followed if, in MCI's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of each Party's management personnel who are responsible for maintenance issues. For SBC MISSOURI, MCI acknowledges that the LOC escalation contact list found on CLEC On Line meets the requirements of this Section to provide a contact for maintenance issues.

23. PREMISES VISIT PROCEDURES

23.1 SBC MISSOURI's Maintenance of Service Charges, when applicable, will be billed by SBC MISSOURI to the MCI, and not to MCI's end user customers.

23.1.1 Dispatch of SBC MISSOURI's technicians to MCI's end user customer premises shall be accomplished pursuant to a request received from MCI. Additional dispatching of SBC MISSOURI' technicians may occur when SBC MISSOURI detects network trouble during routine maintenance.

23.1.2 Intentionally Omitted

23.1.3 If a trouble cannot be cleared without access to MCI's end user customer's premises and the end user customer is not at home, the technician will leave a non-branded "no access" card requesting that the end user customer call MCI for rescheduling of repair.

24. DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

24.1 SBC MISSOURI will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by MCI in order to identify any new circuit failure performance problems. Each Party will utilize routine maintenance procedures for reporting troubles.

25. REPAIR SERVICE RESPONSE

25.1 SBC MISSOURI's technicians will provide repair service on a nondiscriminatory basis.