

APPENDIX UNEs

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1 INTRODUCTION

- 1.1 This Appendix Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which SBC MISSOURI agrees to furnish MCIIm with access to unbundled Network Elements under Section 251(c)(3) of the Act in SBC MISSOURI's incumbent local exchange areas for the provision of Telecommunications Services by MCIIm (hereafter, "sec. 251(c)(3) UNEs") and access to other Network Elements and services, including 271 Elements as defined in Section 7.7 of this Appendix UNE. At MCIIm's request, SBC MISSOURI shall provide nondiscriminatory access to sec. 251(c)(3) UNEs at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. SBC MISSOURI shall provide such sec. 251(c)(3) UNEs in a manner that allows MCIIm to combine such elements in order to provide a Telecommunications Service.
 - 1.1.1 Sec. 251(c)(3) UNEs and Declassification. Anything to the contrary in this Appendix UNE notwithstanding, in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Appendix UNE or either Party's obligations under Applicable Law, then the Parties shall continue to comply with all obligations set forth in this Appendix UNE until the Agreement is amended in accordance with the requirements of Section 23 (Intervening Law) of the general terms and conditions.
 - 1.1.2 Intentionally Omitted.
 - 1.1.3 Intentionally Omitted.
 - 1.1.4 Intentionally Omitted.
- 1.2 Intentionally Omitted.
- 1.3 MCIIm may request new, undefined sec. 251(c)(3) UNEs in accordance with the Bona Fide Request Process.
- 1.4 The prices at which SBC MISSOURI agrees to provide MCIIm with sec. 251(c)(3) UNEs are contained in the applicable Appendix Pricing.
- 1.5 Intentionally Omitted.

2 GENERAL TERMS AND CONDITIONS

- 2.1 SBC MISSOURI and MCIIm agree that MCIIm may connect its facilities or facilities provided to MCIIm by third-parties with SBC MISSOURI's network at any point designated by MCIIm, provided such point is technically feasible, for access to sec. 251(c)(3) UNEs for the provision by MCIIm of a Telecommunications Service.
- 2.2 SBC MISSOURI will provide MCIIm nondiscriminatory access to sec. 251(c)(3) UNEs :
 - 2.2.1 at any technically feasible point;
 - 2.2.2 at the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;

- 2.2.3 in a manner that allows MCI to provide a Telecommunications Service that may be offered by means of that sec. 251(c)(3) UNEs ;
 - 2.2.4 in a manner that allows access to all features, functions and capabilities of a requested sec. 251(c)(3) UNEs to be provided separately from access to other elements, and for a separate charge;
 - 2.2.5 with technical information about SBC MISSOURI's network facilities sufficient to allow MCI to achieve access to sec. 251(c)(3) UNEs consistent with the requirements of this Appendix;
 - 2.2.6 without limitations, restrictions, or requirements on requests that would impair MCI's ability to provide a Telecommunications Service in a manner it intends;
 - 2.2.7 in a manner that allows MCI purchasing access to sec. 251(c)(3) UNEs to use such sec. 251(c)(3) UNEs to provide exchange access service to itself in order to provide inter-exchange services to subscribers;
 - 2.2.8 where applicable, terms and conditions of access to sec. 251(c)(3) UNEs shall be no less favorable than terms and conditions under which SBC MISSOURI provides such elements to itself;
 - 2.2.9 Intentionally Omitted.
 - 2.2.10 Except upon request of MCI, SBC MISSOURI shall not separate MCI-requested sec. 251(c)(3) UNEs that are currently combined. (47 CFR § 51.315(b)). SBC MISSOURI is not prohibited from or otherwise limited in separating any sec. 251(c)(3) UNEs not requested by MCI or a Telecommunications Carrier, including without limitation in order to provide a sec. 251(c)(3) UNEs or other SBC MISSOURI offering(s). At MCI's request, SBC MISSOURI shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. SBC MISSOURI may not require MCI to own or control any local exchange facilities as a condition of offering to MCI any Network Element or combination. SBC MISSOURI may not require MCI to combine Network Elements. SBC MISSOURI shall not separate Network Elements that are already combined on SBC MISSOURI's Network unless requested by MCI.
- 2.3 MCI may use a Network Element or a combination of Network Elements (including, without limitation, all network elements referred to as a sec. 251(c)(3) UNE under this Agreement) for the provision of any Telecommunications Services; provided, however, that MCI may not use a Network Element or combination (including, without limitation, all network elements referred to as a sec. 251(c)(3) UNE under this Agreement) to provide exclusively mobile wireless telecommunications service or interexchange service (i.e., telecommunications service between stations in different exchange areas).
 - 2.4 When MCI is purchasing a sec. 251(c)(3) UNE, SBC MISSOURI will permit MCI exclusive use of that facility for a period of time, and when MCI is purchasing access to a feature, function, or capability of a facility, SBC MISSOURI will provide use of that feature, function, or capability for a period of time.
 - 2.5 SBC MISSOURI will maintain, repair, or replace sec. 251(c)(3) UNEs as provided for in this Agreement.

- 2.6 Where technically feasible, the quality of the sec. 251(c)(3) UNE and access to such sec. 251(c)(3) UNE shall be at least equal to what SBC MISSOURI provides itself or any subsidiary, affiliate, or other Party.
- 2.7 Each Party shall be solely responsible for the services it provides.
- 2.8 Sec. 251(c)(3) UNEs provided to MCIIm under the provisions of this Appendix shall remain the property of SBC MISSOURI.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 Performance of sec. 251(c)(3) UNEs
- 2.11.1 Each sec. 251(c)(3) UNE will be provided in accordance with industry standards, if applicable.
- 2.11.2 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 that will materially impact the other Party's service in accordance with Applicable Law.
- 2.11.3 SBC MISSOURI may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, MCIIm orders for sec. 251(c)(3) UNEs from, and SBC MISSOURI's retail service orders for, that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC MISSOURI places on itself for orders from its End Users.
- 2.12 SBC MISSOURI shall offer each sec. 251(c)(3) UNE individually or in combination as set forth in this Appendix UNE. SBC MISSOURI may not require MCIIm to own or control any local exchange facilities as a condition of offering to MCIIm any sec. 251(c)(3) UNE or sec. 251(c)(3) UNE combination. SBC MISSOURI shall not separate sec. 251(c)(3) UNEs that are already combined on SBC MISSOURI's network unless requested by MCIIm.
- 2.13 For each sec. 251(c)(3) UNE, SBC MISSOURI shall provide (i) a demarcation point (e.g., at a Digital Signal Cross Connect, a 90/10 Splitter, a Main Distribution Frame, or other appropriate demarcation locations) and (ii) if necessary, access to the demarcation point; such demarcation point being mutually agreeable to the Parties. However, where SBC MISSOURI provides contiguous sec. 251(c)(3) UNEs to MCIIm, SBC MISSOURI will provide the existing interconnections and no demarcation point shall exist between such contiguous sec. 251(c)(3) UNEs. .
- 2.14 MCIIm will be responsible for the overall design of the Telecommunications Services it offers to its customers and for any redesigning or rearrangement of such Telecommunications Services; provided, however, that SBC MISSOURI fully complies with Section 251(c)(5) of the Act, including any required notification, and the FCC's implementing regulations thereunder, which may be required because of changes in facilities, operations, or minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.15 Intentionally Omitted.

3 INTENTIONALLY OMITTED

4 ACCESS TO LAWFUL UNE CONNECTION METHODS

4.1 This Section describes the optional connection methods under which SBC MISSOURI agrees to provide MCI with access on an unbundled basis to loops, and dedicated transport and the conditions under which SBC MISSOURI makes these methods available. These methods provide MCI access to multiple SBC MISSOURI sec. 251(c)(3) UNEs which MCI may then combine. The methods listed below provide MCI with access to sec. 251(c)(3) UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

4.1.1 Subject to availability of space and equipment, MCI may use the methods listed below to access and combine unbundled Local Loops, and unbundled Dedicated Transport within a requested SBC MISSOURI Central Office.

4.1.1.1 (Method 1)

4.1.1.1.1 SBC MISSOURI will extend SBC MISSOURI sec. 251(c)(3) UNEs requiring cross connection to MCI's Physical or Virtual Collocation Point of Termination (POT) when MCI is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the sec. 251(c)(3) UNEs which are to be combined are located. For Collocation terms and conditions refer to the Collocation Appendix.

4.1.1.2 (Method 2)

4.1.1.2.1 SBC MISSOURI will extend SBC MISSOURI sec. 251(c)(3) UNEs that require cross connection to MCI's sec. 251(c)(3) UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the sec. 251(c)(3) UNEs which are to be combined are located.

4.1.1.3 (Method 3)

4.1.1.3.1 SBC MISSOURI will extend SBC MISSOURI sec. 251(c)(3) UNEs to MCI's sec. 251(c)(3) UNE frame that is located outside the SBC MISSOURI Central Office where the sec. 251(c)(3) UNEs are to be combined in a closure such as a cabinet provided by SBC MISSOURI on SBC MISSOURI property.

4.2 The following terms and conditions apply to all methods when SBC MISSOURI provides access to Combinations:

4.2.1 Within ten (10) business days of receipt of a written request for access to sec. 251(c)(3) UNEs involving three (3) or fewer Central Offices, SBC MISSOURI will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to sec. 251(c)(3) UNEs.

- 4.2.2 Access to sec. 251(c)(3) UNEs via Method 1 is only available to Physically Collocated CLECs. Access to sec. 251(c)(3) UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of SBC MISSOURI Central Office space and equipment.
- 4.2.3 The CLEC may cancel the request at any time, but will pay SBC MISSOURI's reasonable and demonstrable costs for modifying SBC MISSOURI's Central Office up to the date of cancellation.
- 4.2.4 MCI may elect to access SBC MISSOURI's sec. 251(c)(3) UNEs through Physical Collocation arrangements.
- 4.2.5 MCI shall be responsible for initial testing and trouble sectionalization of facilities containing MCI installed cross connects.
- 4.2.6 MCI shall refer trouble it has sectionalized in the SBC MISSOURI sec. 251(c)(3) UNE to SBC MISSOURI.
- 4.2.7 MCI shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect sec. 251(c)(3) UNEs.
- 4.2.8 All tools, procedures, and equipment used by MCI to connect to SBC MISSOURI's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76300MP, to reduce the risk of damage to the network and end user customer disruption.
- 4.2.9 MCI shall designate each sec. 251(c)(3) UNE being ordered from SBC MISSOURI. MCI shall provide an interface to receive assignment information from SBC MISSOURI regarding location of the sec. 251(c)(3) UNEs. This interface may be manual or mechanized.
- 4.2.10 SBC MISSOURI will provide MCI with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC MISSOURI shall be referred to such contact numbers.
- 4.2.11 The use of cellular telephones or two-way pagers is not permitted in SBC MISSOURI equipment areas.

5 TRANSITION PROCEDURE FOR ELEMENTS THAT ARE DECLASSIFIED DURING THE TERM OF THE AGREEMENT

- 5.1 SBC MISSOURI agrees to continue providing the Transition Elements that are the subject of the transition periods set forth in Sections 9.3.2, 9.4.2, 12.11, and 15.3.3, during the applicable transition period (and thereafter to the extent specified for a given alternative service arrangement) as set forth in this Appendix. No later than thirty (30) days prior to the end of the applicable transition period specified in Sections 9.3.2, 9.4.2, 12.11, and 15.3.3, MCI shall designate one of the following alternative service arrangements for each Network Element subject to one of the transition periods described in this Appendix ("Transition Element").
 - 5.1.1 Conversion to Access Service. Until March 11, 2006, MCI may elect to convert a Transition Element to the analogous access service, if available. Where the Transition Elements are converted to an analogous access service, from and after the date on which SBC MISSOURI processes MCI's order, SBC MISSOURI shall provide such access services at the rates applicable under the

term plan selected by MCI, and in accordance with the terms and conditions, of SBC MISSOURI's applicable access tariff, with the effective bill date being the first day following the date on which SBC MISSOURI processes MCI's order. Conversion to an analogous access service shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Subject to the provisions of Section 7 SBC MISSOURI will commingle the converted Transition Element(s) under this Section 5.1.1 with other MCI or MCI-purchased services or facilities (including, but not limited to, other Network Elements purchased by MCI from SBC MISSOURI).

- 5.1.2 Conversion to Resale Arrangement. Until March 11, 2006, MCI may elect to convert a Transition Element to a resale arrangement (either under this Agreement or otherwise). Where the Transition Elements are converted to a resale arrangement, from and after the date on which SBC MISSOURI processes MCI's order, SBC MISSOURI shall provide such resale arrangements under the rates, terms, and conditions applicable under this Agreement (or if applicable, the relevant SBC MISSOURI tariff subject to the Commission-approved wholesale discount), with the effective bill date being the first day following the date on which SBC MISSOURI processes MCI's order. Conversion to a resale arrangement shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis.
- 5.1.3 Conversion to Alternative SBC MISSOURI Service Arrangement. Until March 11, 2006, MCI and SBC MISSOURI may mutually agree to convert a Transition Element to some other service arrangement (e.g., a separate agreement at market-based or other rates). Conversion to some other service arrangement shall be accomplished via a process to be mutually agreed-upon by the Parties.
- 5.1.4 Conversion to Section 271 Element. Until March 11, 2006, MCI may elect to convert a Transition Element to the analogous Section 271 element or service, where applicable. Where the Transition Elements are converted to an analogous Section 271 element or service, from and after the date on which SBC MISSOURI processes MCI's order, and unless previously determined by a governmental body or by mutual agreement of the Parties, SBC MISSOURI shall provide such elements or services at the rates in effect under Section 251(d) of the Act on the date SBC MISSOURI's Section 271 application for the State was approved by the FCC (the effective bill date being the first day following the date on which SBC MISSOURI processes MCI's order). Conversion to an analogous Section 271 element or service shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Subject to the provisions of Section 7, SBC MISSOURI will commingle the converted Transition Element(s) under this Section [5.1.4] with other MCI or MCI-purchased services or facilities (including, but not limited to, other Network Elements purchased by MCI from SBC MISSOURI).
- 5.1.5 Intentionally Omitted.
- 5.1.6 Intentionally Omitted.
- 5.1.7 Intentionally Omitted.

- 5.2 At the end of the applicable transition period, if MCI has not designated an Alternative Service Arrangement for a Transition Element, SBC MISSOURI may convert such Transition Elements to an analogous access service, if available, and provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of SBC MISSOURI's applicable access tariff, with the effective bill date being the first day following the applicable transition period; provided that if no analogous access service is available, SBC MISSOURI may disconnect such Transition Elements.
- 6 CONVERSION OF WHOLESALE SERVICES TO SEC. 251(c)(3) UNES
- 6.1 Upon MCI's request, SBC MISSOURI shall convert a wholesale service, or group of wholesale services, to the equivalent sec. 251(c)(3) UNE, or Combination of sec. 251(c)(3) UNES, that is available to MCI under this Appendix UNE..
- 6.2 Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after MCI's request. For purposes of this Agreement, the Parties acknowledge that MCI has purchased a number of "special access" circuits from SBC MISSOURI that terminate to an MCI collocation cage. SBC MISSOURI agrees that MCI may request the conversion of such special access circuits on a "project" basis by submitting a spreadsheet to SBC MISSOURI describing the circuits. In accordance with the requirements of Section 6.4 below, SBC MISSOURI shall process such conversions within thirty (30) days of MCI's request and shall reflect billing changes as described above. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, SBC MISSOURI agrees to process MCI's conversion requests on a case-by-case basis and without delay.
- 6.3 SBC MISSOURI shall perform any conversion from a wholesale service or group of wholesale services to a sec. 251(c)(3) UNE or Combination of sec. 251(c)(3) UNES, provided that any service interruption will not be discernable to the end user customers.
- 6.4 Except as otherwise agreed to by the Parties, SBC MISSOURI shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a sec. 251(c)(3) UNE or Combination of sec. 251(c)(3) UNES.
- 6.4.1 Intentionally Omitted.
- 6.5 Intentionally Omitted.
- 6.6 Intentionally Omitted.
- 6.7 Nothing contained in this Appendix UNE or Agreement shall supersede or dissolve the terms or conditions of any other contract between the Parties.
- 6.8 To the extent a conversion of wholesale services creates an "Enhanced Extended Link" or "EEL," see also Section 7.0 and Section 22 below.
- 7 COMMINGLING

- 7.1 Subject to the provisions of this Agreement (including Sections 21 (Lawful UNE Combinations) and 22 (Enhanced Extended Loops) of this Appendix), SBC MISSOURI shall permit MCIIm to Commingle a sec. 251(c)(3) UNE or a combination of sec. 251(c)(3) UNEs with facilities or services obtained at wholesale from SBC MISSOURI.
- 7.2 Definitions
- 7.2.1 “Commingling” means the connecting, attaching, or otherwise linking of a sec. 251(c)(3) UNE, or a combination of sec. 251(c)(3) UNEs, to one or more facilities or services that MCIIm has obtained at wholesale from SBC MISSOURI pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a sec. 251(c)(3) UNE, or a combination of sec. 251(c)(3) UNEs, with one or more such facilities or services. “Commingle” means the act of commingling.
- 7.2.2 “Commingled Arrangement” means the arrangement created by Commingling.
- 7.3 Commingling Requirements
- 7.3.1 Upon MCIIm’s request, SBC MISSOURI shall perform the functions necessary to Commingle a sec. 251(c)(3) UNE or a Combination of sec. 251(c)(3) UNEs with one or more facilities or services that MCIIm has obtained at wholesale from SBC MISSOURI.
- 7.3.2 SBC MISSOURI is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on the SBC website “CLEC Online.” Once that list is included in the CLEC Handbook or posted on the website, whichever is earlier, MCIIm will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.
- 7.3.3 Any MCIIm request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the Bona Fide Request (BFR) process set forth elsewhere in this Agreement.
- 7.3.3.1 In any such BFR, MCIIm must designate among other things the sec. 251(c)(3) UNE(s), combination of sec. 251(c)(3) UNEs, and the facilities or services that MCIIm has obtained at wholesale from SBC MISSOURI sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.
- 7.4 Intentionally Omitted.
- 7.5 Ratcheting

- 7.5.1 Nothing in this Agreement shall affect any “ratcheting” or “ratchet rate” available as set forth in any SBC Missouri tariff, including without limitation SWBT Tariff F.C.C. No. 73 (with “ratcheting” and “ratcheted rate” in this sentence having the meaning(s) as those or similar terms have within the relevant tariff and not in this Agreement). There shall be no blending of the rates of any sec. 251(c)(3) UNE component(s) of the commingled arrangement with any special access component(s), i.e., no ratcheting of the commingled arrangement.
- 7.6 Tariffs
- 7.6.1 See FCC Tariff No. 2, Section 5.2.1.
- 7.7 SBC MISSOURI agrees that MCIIm may Commingle any elements that it is required to provide pursuant to Section 271 of the Act (“271 Elements”) or Applicable Law, including but not limited to: (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). SBC MISSOURI shall provide MCIIm with access to these 271 Elements on a non-discriminatory basis in accordance with the terms and conditions of this Agreement for the corresponding sec. 251(c)(3) UNE and at just, reasonable and non-discriminatory prices.
- 7.8 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 7.9 Unless expressly prohibited by the terms of this Appendix UNE, SBC MISSOURI shall permit MCIIm to Commingle a sec. 251(c)(3) UNE or a Combination of sec. 251(c)(3) UNEs with wholesale (i) services obtained from SBC MISSOURI, (ii) services obtained from third parties or (ii) facilities provided by MCIIm. For purposes of example only, MCIIm may Commingle sec. 251(c)(3) UNEs or Combinations of sec. 251(c)(3) UNEs with other services and facilities including, but not limited to, switched and special access services, and services purchased under resale arrangements with SBC MISSOURI.
- 8 NETWORK INTERFACE DEVICE
- 8.1 The sec. 251(c)(3) unbundled Network Interface Device (NID) is defined as any means of interconnection of end user customer premises wiring to SBC MISSOURI’s distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user customer’s inside wire. Maintenance and control of the end user customer’s inside wiring (on the end user customer’s side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user customer’s inside wire must be resolved by the end user customer. Pursuant to applicable FCC rules, SBC MISSOURI offers nondiscriminatory access to the NID on an unbundled basis to any requesting Telecommunications Carrier for the provision of a Telecommunications Service. MCIIm’s access to the NID is offered as specified below.
- 8.2 SBC MISSOURI shall permit MCIIm to connect MCIIm’s loop facilities to on-premises wiring of an end user customer through SBC MISSOURI’s NID, or at any other technically feasible point, in the manner set forth in this section or in any other technically feasible manner.

8.3 Access to Network Interface Device

8.3.1 Due to the wide variety of NIDs utilized by SBC MISSOURI (based on end user customer size and environmental considerations), MCIIm may access the end user customer's inside wire by any of the following means:

8.3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

8.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connected or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or

8.3.1.3 Request SBC MISSOURI to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, MCIIm, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

8.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, SBC MISSOURI will work with MCIIm to develop specific procedures to establish the most effective means of implementing this Section.

8.3.1.5 With respect to multiple dwelling units or multiple-unit business premises, MCIIm will connect directly with the End User's premises wire, or may connect with the End User's premises wire via SBC MISSOURI's NID where necessary.

8.3.1.6 SBC MISSOURI, at the request of MCIIm who has constructed its own NID at a premises and needs only to make contact with SBC MISSOURI's NID, will disconnect the customer's wiring from SBC MISSOURI's NID and reconnect it to MCIIm's NID at no extra charge for this reconnection.

8.3.1.7 If MCIIm requests any additional type of access to the NID not specifically referenced above, MCIIm and SBC MISSOURI will agree to a mutually feasible method of providing the requested type of access, to be facilitated via the Bona Fide Request (BFR) Process.

8.4 Technical Requirements

8.4.1 The NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for SBC MISSOURI's facilities, for the distribution media and/or cross connect to MCIIm's NID, and shall maintain a connection to ground.

8.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCIIm's NID, consistent with the NID's function at the Effective Date of this Agreement.

8.4.3 Where an SBC MISSOURI NID exists, it is provided in its "as is" condition.

MCI may request SBC MISSOURI do additional work to the NID in accordance with other provisions herein.

- 8.4.4 The SBC MISSOURI NIDs that MCI uses under this Appendix will be existing NIDs installed by SBC MISSOURI to serve its end user customers.
- 8.4.5 Upon request, SBC MISSOURI will dispatch a technician to tag an existing end user customer's inside wire facilities on the end user customer's side of the NID. In such cases, a NID "Premises Visit" charge (Time and Material) shall apply at charges reflected in Appendix Pricing, except the Premises Visit charge shall not apply if the NID location information provided to MCI prior to the dispatch request was inaccurate. SBC MISSOURI shall apply Time and Material charges for Premises Visits at parity with what SBC MISSOURI charges its retail end users customers.
- 8.4.6 MCI shall not attach to or disconnect SBC MISSOURI's ground. MCI shall not cut or disconnect SBC MISSOURI's loop from the NID and/or its protector. MCI shall not cut any other leads in the NID.

9 SECTION 251(c)(3) LOCAL LOOP

9.1 Definitions:

- 9.1.1 A sec.251(c)(3) Local Loop (hereafter, "Loop") means a transmission facility between a distribution frame (or its equivalent) in SBC MISSOURI's Central Office and the loop demarcation point (marking the end of SBC MISSOURI's control of the Loop) at a end user customer premises, including inside wire owned by SBC MISSOURI. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, all electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises. The term Loop includes, but is not limited to, DS1, DS3, and Dark Fiber Loops.
- 9.1.2 A "Hybrid Loop" is a Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 9.1.3 A "Fiber-to-the-Home Loop" is a Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User premises.
 - 9.1.3.1 A "Fiber-to-the-Curb Loop" is a Loop consisting of a fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the End User premises.
- 9.1.4 A "DS1 Loop" is a digital Loop having a total digital signal speed of 1.544 megabytes per second.
- 9.1.5 A 2-Wire analog Loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 9.1.6 A 4-Wire analog Loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog Loop provides separate transmit and receive paths.

- 9.1.7 A 2-Wire 160 Kbps digital Loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.
 - 9.1.8 A 4-Wire 1.544 Mbps digital Loop is a transmission path that 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.
 - 9.1.9 The DS3 Loop provides a digital, 44.736 Mbps transmission facility from SBC MISSOURI's Central Office to the End User premises.
 - 9.1.10 xDSL-Capable Loop: See Appendix xDSL.
- 9.2 Copper Loops. SBC MISSOURI shall provide to MCIIm, upon MCIIm's request, copper Loops on an unbundled basis. A copper Loop is a stand-alone Local Loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital copper Loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line ("DSL") services, regardless of whether the copper Loops are in service, or held as spares, or newly deployed. Copper Loops include attached electronics using time division multiplexing technology, but does not include packet switching capabilities.
- 9.2.1 Retirement of Copper Loops. Prior to retiring any copper Loop that has been replaced with a Fiber-to-the-Home Loop, SBC MISSOURI shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.
- 9.3 DS1 Loops. Subject to the cap set forth in Section 9.3.1, SBC shall provide MCIIm, upon MCIIm's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required from SBC MISSOURI in that Wire Center, except as otherwise set forth in this Appendix.
- 9.3.1 Cap on unbundled DS1 Loop circuits. MCIIm may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled Loops.
 - 9.3.2 Transition period for DS1 Loops.
 - 9.3.2.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop that MCIIm leases from SBC MISSOURI as of that date, but which SBC is not obligated to unbundled pursuant to Sections 51.319(a)(4)(i) or 51.319(a)(4)(ii) of the FCC's rules as of that date, shall be available for lease from SBC MISSOURI at a rate equal to the higher of: (a) 115 percent (115%) of the rate MCIIm paid for the DS1 Loop on June 15, 2004; or (b) 115 percent (115%) of the rate the Commission has established or establishes, if any, between June 16, 2004 and March 11, 2005, for that DS1 Loop. Where SBC MISSOURI is not required on March 11, 2005 to provide unbundled DS1 Loops pursuant to Sections 51.319(a)(4)(i) or 51.319(a)(4)(ii) of the FCC's rules, MCIIm may not

obtain new DS1 Loops as a sec. 251(c)(3) UNE , except as otherwise set forth in this Appendix.

- 9.3.2.2 For a 12-month period beginning on the Determination Date (as defined below), any DS1 Loop that MCIIm leases from SBC MISSOURI as of that date, but which SBC MISSOURI is not obligated to unbundle pursuant to Sections 51.319(a)(4)(i) or 51.319(a)(4)(ii) of the FCC's rules as of that date, shall be available for lease from SBC MISSOURI at a rate equal to 115 percent (115%) of the rate MCIIm paid for the DS1 Loop on the Determination Date.
- 9.4 DS3 Loops. Subject to the cap described in Section 9.2.1, SBC shall provide MCIIm, upon MCIIm's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Subject to Section 9.3, once a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of SBC MISSOURI in that Wire Center, except as otherwise set forth in this Appendix. DS3 Loops are digital local Loops having a total digital signal speed of 44.736 megabytes per second.
- 9.4.1 Cap on unbundled DS3 Loops. MCIIm may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.
- 9.4.2 Transition period for DS3 Loops.
- 9.4.2.1 For a 12-month period beginning on March 11, 2005, any DS3 Loop that MCIIm leases from SBC MISSOURI as of that date, but which SBC is not obligated to unbundle pursuant to Sections 51.319(a)(5)(i) or 51.319(a)(5)(ii) of the FCC's rules as of that date, shall be available for lease from SBC MISSOURI at a rate equal to the higher of: (a) 115 percent (115%) of the rate MCIIm paid for the DS3 Loop on June 15, 2004; or (b) 115 percent (115%) of the rate the Commission has established or establishes, if any, between June 16, 2004 and March 11, 2005, for that DS3 Loop. Where SBC MISSOURI is not required to provide unbundled DS3 Loops pursuant to Sections 51.319(a)(5)(i) or 51.319(a)(5)(ii) of the FCC's rules on March 11, 2005, MCIIm may not obtain new DS3 Loops as sec. 251(c)(3) UNES, except as otherwise set forth in this Appendix.
- 9.4.2.2 For a 12-month period beginning on the Determination Date, any DS3 Loop that MCIIm leases from SBC MISSOURI as of that date, but which SBC MISSOURI is not obligated to unbundle pursuant to Sections 51.319(a)(5)(i) or 51.319(a)(5)(ii) of the FCC's rules as of that date, shall be available for lease from SBC at a rate equal to 115 percent (115%) of the rate MCIIm paid for the DS3 Loop on the Determination Date.
- 9.5 Intentionally Omitted.
- 9.6 Hybrid Loops. SBC MISSOURI is not required to provide to MCIIm unbundled access to the packet switched features, functions and capabilities of its Hybrid Loops.
- 9.6.1 Notwithstanding Section 9.3 above, When MCIIm seeks access to a Hybrid Loop for the provision of broadband services, SBC MISSOURI shall provide MCIIm with

nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including, DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between SBC MISSOURI's Central Office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information. Terms and conditions for xDSL, Line Sharing and Line Splitting are found in their respective Appendices.

9.6.2 Notwithstanding Section 9.3, when MCI seeks access to a Hybrid Loop for the provision of narrowband services, SBC MISSOURI may either:

9.6.2.1 Provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

9.6.2.2 Provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis.

9.7 Fiber-to-the-Home Loops.

9.7.1 New builds. SBC MISSOURI shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when SBC MISSOURI deploys such a Loop to an end user customer premises that previously has not been served by any Loop facility.

9.7.2 Overbuilds. SBC MISSOURI shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when SBC MISSOURI has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

9.7.2.1 SBC MISSOURI must (i) maintain the existing copper Loop connected to the particular customer premises after deploying the Fiber-to-the-Home Loop and (ii) provide MCI nondiscriminatory access to that copper Loop on an unbundled basis, upon MCI's request unless SBC MISSOURI retires the copper Loop.

9.7.2.2 If SBC MISSOURI maintains the existing Lawful UNE Copper Loop, SBC MISSOURI need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access, in which case SBC MISSOURI shall restore the Lawful UNE copper Loop to serviceable condition upon MCI's request.

9.7.2.3 If SBC MISSOURI retires the copper Loop, SBC MISSOURI shall provide MCI, upon MCI's request, with nondiscriminatory access to a 64 kilo-bits per second transmission path capable of voice grade service over the Fiber-to-the-Home Loop on an unbundled basis.

9.8 Intentionally Omitted.

9.9 Routine Network Modifications – Loops:

9.9.1 SBC MISSOURI shall make routine network modifications to Loop facilities used by MCI where the requested Loop facility has already been constructed. SBC MISSOURI shall perform routine network modifications to Loop facilities in a nondiscriminatory fashion, without regard to whether the Loop facility being

accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

- 9.9.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own end user customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that SBC MISSOURI ordinarily attaches to a DS1 Loop to activate such loop for its own End Users. For routine network modification for sec. 251(c)(3) Dark Fiber Loops, see section 12.11 of this Appendix. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include constructing new loops, installing new cable, securing permits or rights-of-way, or; constructing new manholes, or conduits, or installing new terminals for MCI, and SBC MISSOURI is not obligated to perform those activities for MCI.
- 9.9.2.1 SBC MISSOURI shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC MISSOURI's retail customers.
- 9.9.2.2 Intentionally Omitted.
- 9.9.3 SBC MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in Appendix Pricing.
- 9.10 SBC MISSOURI will provide MCI with access to Loops regardless of whether SBC MISSOURI uses Integrated Digital Loop Carrier (IDLC) technology, or similar remote concentration devices, for the particular Loop sought by MCI. Where available, SBC MISSOURI will move the requested Loop(s) to spare copper, or to Universal Digital Loop Carrier (UDLC) Loop(s) at no additional charge. If, however, no such facilities are available, SBC MISSOURI will notify MCI of the lack of available facilities within two (2) business days.
- 9.10.1 If MCI requests one or more Loops serviced by Integrated Digital Loop Carrier (IDLC), SBC MISSOURI will, where available, provide on the requested Loop(s) to a spare, existing Physical loop, or a Universal Digital Loop Carrier (UDLC) Loop at no additional charge to MCI. If, however, no spare Loop is available, SBC MISSOURI will within two (2) Business Days, excluding weekends and holidays, of MCI's request, notify MCI of the lack of available facilities.
- 9.11 Additional TELRIC costs per unit for access to IDLC-delivered Loops requested by MCI pursuant to Section 9.10 not otherwise recovered through existing nonrecurring or recurring rates for Loops may be recovered from requesting carriers on rates, terms and conditions that are just, reasonable and nondiscriminatory.
- 9.12 When a Loop is ordered to a high voltage area, the Parties understand and agree that the Loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and MCI's end user customer. Therefore, any request by MCI for a Loop to a high voltage area will be submitted by MCI to SBC MISSOURI via the BFR process set forth in Appendix BFR and MCI shall be required to pay SBC MISSOURI

for any HVPE that is provisioned by SBC MISSOURI to MCI in connection with MCI's Loop order to the high voltage area.

- 9.13 The Parties acknowledge and agree that SBC MISSOURI shall not be obligated to provision any of the Loops provided for herein to cellular sites or to any other location that does not constitute an End User Customer premises.
- 9.14 MCI agrees to operate each Loop type within the technical descriptions and parameters accepted within the industry.
- 10 SEC. 251(c)(3) SUBLOOP
- 10.1. A "sec. 251(c)(3) subloop (hereafter, "Subloop") is a portion of a copper Loop, or Hybrid Loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of Technically Feasible access in SBC MISSOURI's outside plant, including inside wire owned or controlled by SBC MISSOURI, and the customer premises. A Subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of Technically Feasible access and the demarcation point at the customer premises, and includes the features, functions, and capabilities of the Subloop. Subloops include two-wire and four-wire analog voice-grade Subloops as well as two-wire and four-wire Subloops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the Subloops are in service or held as spares.
- 10.1.1. A point of technically feasible access is any point in SBC MISSOURI's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.
- 10.2 Definitions pertaining to the Subloop:
- 10.2.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 10.2.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 10.2.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the end user customer's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 10.2.4 "Digital Subloop" may be deployed on on-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps Subloop transport.
- 10.2.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user customer can be connected to the ILEC's network.
- 10.2.6 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

- 10.2.7 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user customer's premise.
- 10.2.8 "SPOI" is defined as a Single Point of Interconnection.
- 10.2.9 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross-connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 10.2.10 "Term-to-NID Subloop" is that portion of the loop from an accessible terminal to the NID, which is located at an end user customer's premise. Term-to-NID Subloop includes use of the Network Terminating Wire (NTW).

10.3 Subloops.

- 10.3.1 SBC MISSOURI shall provide MCI, upon MCI's request, with nondiscriminatory access to Subloops on an unbundled basis, including but not limited to:

10.3.1.1 2-Wire Analog Subloop provides a 2-wire loop (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

10.3.1.2 4-Wire Analog Subloop provides a 4-wire loop (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

10.3.1.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

10.3.1.4 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user customer capacity up to 144 Kbps.

10.3.1.5 xDSL Subloop is as defined in the xDSL Appendix and will be available to MCI in SBC MISSOURI in those instances where MCI has an approved and effective xDSL Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL Appendix, the xDSL Subloop is subject to the Subloop terms and conditions set forth in this Section 10, the collocation provisions set forth elsewhere in this Agreement, and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL Appendix as to the xDSL Subloop and the Subloop provisions set forth in this Section 10, the Subloop provisions set forth in this Section 10 shall control.

10.3.2 Subloops for Multiunit Premises Access and NIDs

10.3.2.1 Subloops for access to multiunit premises wiring. SBC MISSOURI shall provide MCI, upon MCI's request, with nondiscriminatory access to the Subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of Loop that

MCIIm seeks to provision for its customer. The "Subloop for access to multiunit premises wiring" is defined as any portion of the Loop that it is Technically Feasible to access at a terminal in SBC MISSOURI's outside plant at or near a multiunit premises. One category of this Subloop is inside wire, which is defined as all loop plant owned or controlled by SBC MISSOURI at a multiunit customer premises between the minimum point of entry as defined in Section 68.105 of the FCC's Rules and the point of demarcation of SBC MISSOURI's network as defined in Section 68.3 of the FCC's Rules.

- 10.3.2.2 SBC MISSOURI will construct a SPOI only to those Multi-Unit premises where SBC MISSOURI has distribution facilities to the premises and SBC MISSOURI either owns controls or leases the inside wire, if any at such premises. If SBC MISSOURI has no facilities which it owns, controls or leases at a multi-unit premises through which it serves or can serve customers at such premises, it is not obligated to construct a SPOI. SBC MISSOURI's obligation to build a SPOI for multi-unit premises only arises when MCIIm indicates that it will place an order for a Subloop network element via a SPOI. This obligation is in addition to SBC MISSOURI's obligation to provide nondiscriminatory access to Subloops at any technically feasible point. If the Parties are unable to negotiate terms and conditions regarding a SPOI, issues in dispute, including compensation of SBC MISSOURI under forward-looking pricing principles, shall be resolved under the dispute resolution processes in this Agreement.

10.4 Subloop conditioning where applicable, is covered in Appendix DSL.

10.5 Access to Subloops

10.5.1 Access to terminals for Subloops is defined to include:

10.5.1.1 any technically feasible point, near the end user customer's premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the end user customer premises),

10.5.1.2 the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the trunk line, or "feeder", leading back to the central office and the "distribution" plant, branching out to the subscribers, meet, and "interface".

10.5.1.3 Intentionally Omitted

10.5.1.4 the Terminal or Remote Terminal (underground or aerial),

10.5.1.5 Intentionally Omitted

10.6 MCIIm may request access to the following Subloop segments:

| FROM | TO |
|--------------------------|-----------------------|
| 1. Intentionally Omitted | Intentionally Omitted |
| 2. Intentionally Omitted | Intentionally Omitted |

| | |
|--|--------------------------|
| 3. Serving Area Interface or Feeder Distribution Interface | Terminal |
| 4. Serving Area Interface or Feeder Distribution Interface | Network Interface Device |
| 5. Terminal | Network Interface Device |
| 6. Network Interface Device | Stand Alone |
| 7. SPOI (Single Point of Interface) ¹ | Network Interface Device |
| 8. Intentionally Omitted | Intentionally Omitted |
| 9. Intentionally Omitted | Intentionally Omitted |
| 10. Intentionally Omitted | Intentionally Omitted |

10.7 Provisioning:

- 10.7.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Subloop circuit(s).
- 10.7.2 Spare Subloop(s) will be assigned to MCIIm only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.
- 10.7.3 Provisioning intervals for Subloops shall be governed by MCIIm's state-specific contract interval for the stand-alone, full sec. 251(c)(3) UNE. . For example, the provisioning interval for DSL-capable Subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable Loop.

10.8 Maintenance:

- 10.8.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the Subloop from the SBC MISSOURI switch/testing equipment will be lost.
- 10.8.2 Once Subloop Access Arrangements have been completed and balance of payment due SBC MISSOURI is received, MCIIm may place LSRs for Subloops at this location. Prices at which SBC MISSOURI agrees to provide MCIIm with sec. 251(c)(3) UNEs are contained in Appendix Pricing.
- 10.8.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, or NID where MCIIm has a Subloop Access Arrangement, SBC MISSOURI's repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all end user customers to be restored in the least amount of time. Should MCIIm's cabling require replacement, SBC MISSOURI will provide prompt notification to MCIIm for MCIIm to provide the replacement cable to be terminated as necessary.
- 10.8.4 SBC MISSOURI shall charge MCIIm a Maintenance of Service Charge (MSC) when MCIIm reports a suspected failure of a Subloop and SBC MISSOURI dispatches personnel to the End User Customer's premises or an SBC MISSOURI Central Office and trouble was not caused by SBC MISSOURI's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Such charges may be found in Appendix Pricing or tariffs.

¹ Provided using the BFR Process. In addition, if MCIIm requests an Interconnection Point which has not been identified, MCIIm will need to submit a BFR.

10.9 Subloop Access Arrangements:

- 10.9.1 Whenever MCI wants to combine Subloops with other MCI elements, MCI will, prior to ordering Subloop facilities, establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC MISSOURI Subloop network.
- 10.9.2 The space available for combining, collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCI will initiate a Special Construction Arrangement (SCA) by submitting a Lawful UNE Subloop Access Arrangement Application.
- 10.9.3 Upon receipt of a complete and correct application, SBC MISSOURI will provide to MCI within thirty (30) days, a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When MCI submits a request to provide a written estimate for Subloop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 10.9.4 The assignment of Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering Subloop facilities.
- 10.9.5 Subloop inquiries do not serve to reserve Subloop(s).
- 10.9.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 10.9.7 MCI will be responsible for obtaining rights of way from owners of property where SBC MISSOURI has placed the equipment necessary for the Lawful UNE Subloop Access Arrangement, if necessary, prior to submitting the request for a SCA.
- 10.9.8 Prior to submitting the Lawful UNE Sub-Loop Access Arrangement Application for SCA, MCI shall have the "Collocation" and "Poles, Conduit, and ROW" Appendices in the Agreement to provide the guidelines for both MCI and SBC MISSOURI to successfully implement Subloops, should collocation, access to poles/conduits or rights of way be required.
- 10.9.9 Construction of the Subloop Access Arrangement shall be completed within ninety (90) days of MCI submitting to SBC MISSOURI written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. SBC MISSOURI will not begin any construction under the SCA until MCI has provided proof that it has obtained necessary rights of way as defined herein. In the event MCI disputes the estimate for an Subloop Access Arrangement in accordance with the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement, SBC MISSOURI will proceed with construction of the Subloop Access Arrangement upon receipt from MCI of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the

balance payable by MCI upon completion of the Subloop Access Arrangement. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

- 10.9.10 Upon completion of the construction activity, MCI will be allowed to test the installation with an SBC MISSOURI technician. If MCI desires test access to the Subloop Access Arrangement, MCI should place its own test point in its cable prior to cable entry into SBC MISSOURI's interconnection point.
 - 10.9.11 A non-binding MCI forecast shall be required as a part of the request for a Subloop Access Arrangement, identifying the Subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC MISSOURI to properly engineer access to each SAI and to ensure SBC MISSOURI does not provide more available terminations than MCI expects to use.
 - 10.9.12 In order to maximize the availability of terminations for all CLECs, MCI shall provide CFAs for their subloop pairs utilizing the same 25-pair binder group. MCI would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
 - 10.9.13 Unused MCI terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at MCI expense.
 - 10.9.14 In the event MCI elects to discontinue use of an existing Subloop Access Arrangement, or abandons such arrangement, MCI shall pay SBC MISSOURI for removal of their facilities from such arrangement.
- 10.10 Subloop Access Arrangement (SAA) Access Points:
- 10.10.1 SAI/FDI or Terminal
 - 10.10.1.1 MCI cable to be terminated in an SBC MISSOURI SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. MCI's aerial cables should be aircore.
 - 10.10.1.2 MCI may elect to place their cable to within 3 feet of the Subloop Access Arrangement site and coil up an amount of cable, defined by the engineer in the design phase, that SBC MISSOURI will terminate on available binding posts in the SAI/FDI or Terminal.
 - 10.10.1.3 MCI may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC MISSOURI will stub out a cable from the SAI/FDI or Terminal, which SBC MISSOURI will splice to MCI's cable at the meet point.
 - 10.10.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the twelve (12) month period beginning on the date of the inquiry LSR.
 - 10.10.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if MCI and SBC MISSOURI are mutually agreeable, SBC MISSOURI

may increase capacity of the SAI/FDI by the method of its choice, for which MCI will be charged a portion of the expense to be determined by duly authorized MCI and SBC MISSOURI engineers for the purpose of allowing MCI to terminate its cable at the SAI/FDI.

- 10.10.1.6 Exhausted termination points in a terminal - When a terminal's termination points are all terminated to assignable cable pairs, SBC MISSOURI may choose to increase the capacity of the terminal or, upon MCI's request, to construct an adjacent termination facility to accommodate the MCI facilities for which MCI will be charged.
- 10.11 Relocation of Existing ILEC/CLEC Facilities involved in a Subloop Access Arrangement at a RT, SAI/FDI, Terminal or NID:
 - 10.11.1 SBC MISSOURI shall notify MCI of pending relocation as soon as SBC MISSOURI receives such notice.
 - 10.11.2 MCI shall notify SBC MISSOURI of its intentions to remain, or not, in the Subloop Access Arrangement by way of a new Subloop Access Arrangement Application for a new SCA.
 - 10.11.3 SBC MISSOURI shall then provide MCI an estimate to terminate their facilities as part of the relocation of the site including the applicable Subloop Access Arrangement. This process may require a site visit by MCI and SBC MISSOURI engineers.
 - 10.11.4 MCI shall notify SBC MISSOURI of acceptance or rejection of the new SCA within ten (10) business days of its receipt of SBC MISSOURI estimate.
 - 10.11.5 Upon acceptance of the SBC MISSOURI estimate, MCI shall pay at least 50% of the relocation costs at the same time as they notify SBC MISSOURI of their acceptance of estimate costs.
 - 10.11.6 Should MCI decide not to continue the Subloop Access Arrangement, MCI will notify SBC MISSOURI as to the date that SBC MISSOURI may remove MCI's facilities from that Subloop Access Arrangement. MCI will pay SBC MISSOURI for all costs associated with the removal of MCI's Subloop Access Arrangement.
 - 10.11.7 In the event that MCI does not respond to SBC MISSOURI in time to have their facilities relocated, SBC MISSOURI shall move MCI facilities and submit a bill for payment to MCI for the costs associated with the relocation. Should MCI elect not to pay this bill, MCI's facilities will be removed from the site upon thirty (30) days notice to MCI.
 - 10.12 Retirement of Copper Subloops. Prior to retiring any copper Subloop that has been replaced with a Fiber-to-the-Home Loop, SBC MISSOURI shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.

- 11.1 SBC MISSOURI will make available an Engineering Controlled Splice (ECS), which will be owned by SBC MISSOURI, for MCI to gain access to Subloops at or near remote terminals.
- 11.2 The ECS shall be made available for Subloop Access Arrangements utilizing the SCA.
 - 11.2.1 MCI requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that SBC MISSOURI will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If SBC MISSOURI elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.
 - 11.2.2 MCI shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC MISSOURI places more pairs at the splice.
 - 11.2.3 SBC MISSOURI will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although SBC MISSOURI will construct the engineering controlled splice, the ECS may be owned by SBC MISSOURI or the MCI (depending on the specific arrangement) at the option of SBC MISSOURI.
 - 11.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an Subloop Access Arrangement with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
 - 11.2.5 SBC MISSOURI may require a separate SCA for each remote terminal site.
 - 11.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis.
- 11.3 MCI will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
 - 11.3.1 Dedicated Facility Option (DFO)
 - 11.3.1.1 MCI may request SBC MISSOURI splice the existing cabling between the ECS and the SAI to MCI's Subloop Access Arrangement facility. This facility will be "dedicated" to MCI for subsequent Subloop orders.
 - 11.3.1.2 MCI must designate the quantity of Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
 - 11.3.1.3 MCI will compensate SBC MISSOURI for each of the dedicated subloop facilities, based on recurring Subloop charges for the

quantity of Subloops dedicated to MCI between the ECS and the SAI.

11.3.2 Cross-connected Facility Option (CFO)

11.3.2.1 MCI may request SBC MISSOURI build an ECS cross-connect junction on which to terminate MCI's Subloop Access Arrangement facility.

11.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC MISSOURI cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC MISSOURI cabling.

11.3.2.3 MCI must designate the quantity of Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

11.3.2.4 MCI will compensate SBC MISSOURI for the charges incurred by SBC MISSOURI derived from MCI's request for the SCA.

12 LAWFUL UNE DARK FIBER

12.1 Subject to Sections 2 and 3 of this Appendix UNE, SBC MISSOURI shall provide sec.251(c)(3) Dedicated Transport Dark Fiber (hereafter, "Dedicated Transport Dark Fiber").

12.2 In SBC MISSOURI, Dedicated Transport Dark Fiber is deployed unlit optical fiber within SBC MISSOURI's network.

12.2.1 Sec. 251(c)(3) Dark Fiber (hereafter, "Dark Fiber") is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. MCI may only subscribe to dark fiber that is considered "spare," as defined herein. Dark Fiber is deployed unlit fiber optic cable that connects two points within the SBC MISSOURI's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

12.2.2 Intentionally Omitted.

12.2.3 Dedicated Transport Dark Fiber is defined as SBC MISSOURI Dark Fiber interoffice transmission facilities dedicated to MCI that are within SBC MISSOURI's switches or wire centers within a LATA. SBC MISSOURI is not obligated to provide MCI with unbundled access to Dedicated Transport that does not connect a pair of SBC wire centers. SBC MISSOURI will offer Dedicated Transport Dark Fiber to MCI when MCI has collocation space in each SBC MISSOURI Central Office where the requested Dedicated Transport Dark Fiber(s) terminate.

12.2.4 A "route" is defined as a transmission path between one of SBC MISSOURI's wire centers or switches and another of SBC MISSOURI's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the

same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

12.3 Loop Dark Fiber

12.3.1 SBC MISSOURI is not required to provide Loop Dark Fiber on an unbundled basis.

12.3.1.1 As to each dark fiber Loop, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC MISSOURI shall continue to provide access to MCI's embedded base of dark fiber Loops (i.e. only dark fiber Loop ordered by MCI *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement for a transitional period of time, ending upon the earlier of:

(a) MCI's disconnection or other discontinuance of use of one or more of the dark fiber Loop;

(b) MCI's transition of an dark fiber Loop to an alternative arrangement; or

(c) September 11, 2006.

12.3.1.1.1 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement beyond its term.

12.4 Dedicated Transport Dark Fiber

12.4.1 Subject to Section 5 and this Section 12.4 of this Appendix UNE, SBC MISSOURI shall provide MCI, upon MCI's request, with nondiscriminatory access to Dedicated Transport Dark Fiber on an unbundled basis; provided, however, that SBC MISSOURI need not provide MCI with Lawful UNE Dedicated Transport of OCn levels or higher.

12.4.2 Intentionally Omitted.

12.4.2.1 SBC MISSOURI shall provide MCI with access to Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such, SBC MISSOURI must provide Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available under this Agreement. Accordingly, MCI may not order or otherwise obtain, and MCI will cease ordering Dedicated Transport Dark Fiber on such route(s). Products provided by SBC MISSOURI in conjunction with Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 12.4 where such

fiber is Declassified. The Parties agree that activity by SBC MISSOURI under this Section 12.4 shall not be subject to the Network Disclosure Rules.

12.4.2.2 As to each Dedicated Transport Dark Fiber , after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC MISSOURI shall continue to provide access to MCI's embedded base of Dedicated Transport Dark Fiber (i.e. only Dedicated Transport Dark Fiber ordered by MCI *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC MISSOURI Interconnection Agreement for a transitional period of time, ending upon the earlier of:

(a) MCI's disconnection or other discontinuance of use of one or more of the Dedicated Transport Dark Fiber;

(b) MCI's transition of the Dedicated Transport Dark Fiber to an alternative arrangement; or

(c) September 11, 2006.

Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC MISSOURI Interconnection Agreement beyond its term.

12.4.3 Intentionally Omitted.

12.4.4 Wire Center "Tiers" -- For purposes of this Section 12 (and Section 15 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

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

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

12.4.4.3 Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

12.4.5 Intentionally Omitted.

12.5 Spare Fiber Inventory Availability and Condition

- 12.5.1 All available spare Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare Dedicated Transport Dark Fiber does not include maintenance spares, fibers set aside and documented for SBC MISSOURI's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers.
- 12.6 Determining Spare Fibers:
- 12.6.1 SBC MISSOURI will inventory spare Dedicated Transport Dark Fiber. Spare Dedicated Transport Dark Fiber do not include the following:
- 12.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:
- 12.6.1.1.1 Cables with 24 fibers and less: 2 maintenance spare fibers
 - 12.6.1.1.2 Cables with 36 and 48 fibers: 4 maintenance spare fibers
 - 12.6.1.1.3 Cables with 72 and 96 fibers: 8 maintenance spare fibers
 - 12.6.1.1.4 Cables with 144 fibers: 12 maintenance spare fibers
 - 12.6.1.1.5 Cables with 216 fibers: 18 maintenance spare fibers
 - 12.6.1.1.6 Cables with 288 fibers: 24 maintenance spare fibers
 - 12.6.1.1.7 Cables with 432 fibers: 36 maintenance spare fibers
 - 12.6.1.1.8 Cables with 864 fibers: 72 maintenance spare fibers
- 12.6.1.2 Defective fibers - Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to MCI for use under this Agreement.
- 12.6.1.3 SBC MISSOURI growth fibers. Fibers documented as reserved by SBC MISSOURI for utilization for growth within the 12 month-period following the carrier's request.
- 12.6.2 The appropriate SBC MISSOURI engineering organization will maintain records on each fiber optic cable for which MCI requests Dedicated Transport Dark Fiber.
- 12.7 Quantities and Time Frames for ordering Dedicated Transport Dark Fiber
- 12.7.1 MCI may order Dedicated Transport Dark Fiber on a strand-by-strand basis. Should spare Dedicated Transport Dark Fiber fall below 8 strands in a given location, SBC MISSOURI will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.
- 12.7.2 If MCI wishes to request Dedicated Transport Dark Fiber, it must submit a Dedicated Transport Dark Fiber facility inquiry, providing MCI's specific point-to-point (A to Z) Dedicated Transport Dark Fiber requirements. For such inquiries, SBC MISSOURI shall provide to MCI information regarding the location and availability. When MCI submits a Dedicated Transport Dark Fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.
- 12.7.2.1 If spare Dedicated Transport Dark Fiber is available, as determined under this Agreement, SBC MISSOURI will notify MCI and MCI

may place an Access Service Request (ASR) for the Dedicated Transport Dark Fiber.

12.7.3 Dedicated Transport Dark Fiber will be assigned to MCI only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve Dedicated Transport Dark Fiber. When MCI submits the ASR, the ASR will be processed and the Dedicated Transport Dark Fiber facilities assigned for use by MCI within thirty (30) business days and charges will apply as outlined in Appendix Pricing.

12.7.3.1 Prior to completing any order for dark fiber submitted by MCI, SBC MISSOURI shall conduct an Actual Measured Loss (AML) readings on the Dedicated Transport Dark Fiber ordered on the plant test date, and shall provide the results of such reading to MCI. If, in MCI's sole discretion, such AML reading indicates that the Dedicated Transport Dark Fiber does not meet MCI's usability and performance requirements, MCI may, at any time up to the close of business on the due date for the Dedicated Transport Dark Fiber order, cancel its order and shall not be responsible for any charges, other than applicable Dedicated Transport Dark Fiber Inquiry charges associated with that order.

12.8 Right of Revocation of Access to Dedicated Transport Dark Fiber

12.8.1 Right of revocation of access to Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in the Section 5 of this Appendix UNE. For clarification purposes, SBC MISSOURI's right of revocation of access under this section applies even when the affected Dedicated Transport Dark Fiber remain subject to unbundling obligations under Section 251(c)(3) of the Act, in which case MCI's rights to the affected network element may be revoked as provided in this section.

12.8.1.1 SBC MISSOURI may reclaim Dedicated Transport Dark Fiber from MCI upon at least twelve (12) months written notice only if:

12.8.1.2 SBC MISSOURI negotiates with MCI in good faith to address MCI's concerns related to SBC MISSOURI's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;

12.8.1.3 SBC MISSOURI demonstrates to the Commission that SBC MISSOURI reasonably needs the Dedicated Transport Dark Fiber to meet its carrier-of-last-resort responsibilities within twelve (12) months following the reclamation; and

12.8.1.4 SBC MISSOURI provides MCI with an alternative facility with the same bandwidth MCI was using or had committed to use prior to SBC MISSOURI reclaiming the facility, provided that SBC MISSOURI shall use commercially reasonable efforts to ensure that the alternative facility does not result in any additional costs or charges to MCI or reduce the quality of MCI's services.

12.8.2 Should MCI not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date SBC MISSOURI provided the fiber(s), SBC MISSOURI may revoke MCI's access to the Dedicated Transport Dark Fiber and Loop Dark Fiber and recover those fiber facilities and return them to SBC

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

12.9 Access Methods specific to Dark Fiber

12.9.1 The demarcation point for Dedicated Transport Dark Fiber and Loop Dark Fiber at Central Offices, Remote Terminals and End User premises will be in an SBC MISSOURI approved splitter shelf. This arrangement allows for non-intrusive testing.

12.9.2 At SBC MISSOURI Central Offices, Dedicated Transport Dark Fiber and Loop Dark Fiber terminates on a fiber distribution frame, or equivalent in the Central Office. MCI access is provided pursuant to Method 1 (Section 4 of this Appendix UNE), which is the only method of access for Dark Fiber.

12.10 Installation and Maintenance for Dark Fiber

12.10.1 SBC MISSOURI will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. MCI will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to MCI's equipment.

12.11 Dedicated Transport Dark Fiber Declassification

12.11.1 Intentionally Omitted.

12.11.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by MCI under this Agreement, SBC MISSOURI will provide written notice to MCI of such Declassification, and proceed in accordance with Section 5, and at the end of the 30-day notice period under that Section, provision of the affected Dedicated Transport Dark Fiber to MCI will be terminated without further obligation of SBC MISSOURI.

12.12 Routine Network Modifications -

12.12.1 SBC MISSOURI shall make routine network maintenance modifications to Dedicated Transport Dark Fiber and Loop Dark Fiber facilities used by MCI in accordance with routine network modification requirements, dedicated transport, and local loops as set forth in this Appendix UNE.

12.12.1.1 Intentionally Omitted

12.12.1.2 Intentionally Omitted

12.12.2 Intentionally Omitted.

12.12.2.1 SBC MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in this Appendix UNE and in the Appendix Pricing.

13 TRO REMAND-DECLASSIFIED SWITCHING AND UNE-P

13.1 The Parties acknowledge that if MCIIm does not have an Embedded Base of ULS/UNE-P end user customers served through this Agreement then the terms and conditions of this Section 13 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and MCIIm reserves its rights as to whether the requirements of this Section 13 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, MCIIm is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)

13.2 Transitional Provision of Embedded Base of ULS and UNE-P.

13.2.1 As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC MISSOURI shall continue to provide access to MCIIm's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by MCIIm before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCIImetro Access Transmission Services LLC MISSOURI Interconnection Agreement for a transitional period of time, ending upon the earlier of:

13.2.1.1 MCIIm's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;

13.2.1.2 MCIIm's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or

13.2.1.3 March 11, 2006.

13.2.1.4 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCIImetro Access Transmission Services LLC MISSOURI Interconnection Agreement beyond its term.

13.2.2 SBC MISSOURI's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this section shall be on an "as is" basis, except that MCIIm may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, SBC MISSOURI may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

13.2.3 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Embedded Base Rider, and subject to this section, and subject to the conditions set forth below, SBC MISSOURI shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCIImetro Access Transmission Services

LLC MISSOURI Interconnection Agreement and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

13.2.3.1 The Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC MISSOURI Interconnection Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

13.3 Transitional Pricing for Embedded Base of ULS and UNE-P.

13.3.1 Notwithstanding anything in the Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC MISSOURI Interconnection Agreement during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of:

13.3.1.1 the rate at which MCI metro obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or

13.3.1.2 the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar.

13.3.2 Regardless of the execution or effective date of this Embedded Base Rider or the underlying Agreement, MCI metro will be liable to pay the transitional pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

13.3.3 MCI metro shall be fully liable to SBC MISSOURI to pay such transitional pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

13.4 End of Transitional Period for ULS and UNE-P.

13.4.1 MCI metro will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).

13.4.1.1 To the extent that there are MCI metro embedded base Mass Market ULS or UNE-P (and related items, such as those referenced above) in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will re-price such arrangements to a market-based rate.

14 INTENTIONALLY OMITTED

15 SEC. 251(c)(3) DEDICATED TRANSPORT

15.1 Definitions

15.1.1 "Sec. 251(c)(3) Dedicated Transport" (DS1, DS3 or Dark Fiber)(hereafter, "Dedicated Transport") is an interoffice transmission path, to which MCI metro is granted exclusive use, between an MCI metro-designated location in one of SBC MISSOURI's wire centers or switches within a LATA and an MCI metro-designated

location in another of SBC MISSOURI's wire centers or switches within a LATA. Such MCI-designated locations may include MCI network components as located within connecting SBC MISSOURI's wire centers or switches within a LATA. Such MCI-designated locations may also include other carriers' network components located within SBC MISSOURI's wire centers or switches, as permitted by other carriers via a letter of authorization.

15.2 Subject to the limitations set forth in Section 5 ("Transition") of this Appendix UNE, SBC MISSOURI shall provide MCI with nondiscriminatory access to DS1 and DS3 Dedicated Transport on an unbundled basis in accordance with the requirements of this Agreement only where such facilities exist at the time of MCI's request and only over routes that have not been Declassified.

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

15.2.2 SBC MISSOURI will provide Dedicated Transport to MCI only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

15.2.3 Dedicated Transport includes the following elements:

15.2.3.1 a circuit between two SBC MISSOURI switches or Wire Centers within SBC MISSOURI's network within the LATA.

15.2.3.2 Multiplexing – an option ordered in conjunction with Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Dedicated Transport.

15.2.3.3 Other optional features are outlined in Appendix Pricing.

15.3 Dedicated DS1 Transport.

15.3.1 SBC MISSOURI shall make available to MCI, upon MCI's request, Dedicated DS1 Transport on an unbundled basis as set forth in this Section 15.3. Dedicated DS1 Transport consists of SBC MISSOURI interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier. SBC MISSOURI shall provide MCI, upon MCI's request, Dedicated DS1 Transport between any pair of SBC Wire Centers, except where, through application of tier classifications set forth below, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, SBC MISSOURI must provide Dedicated DS1 Transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

15.3.2 Cap on DS1 Dedicated Transport. MCI may obtain a maximum of ten unbundled Dedicated DS1 Transport circuits on each Route where Dedicated DS1 Transport is available on an unbundled basis.

15.3.3 Transition period for Dedicated DS1 Transport.

15.3.3.1 For a 12-month period beginning on March 11, 2005, any Dedicated DS1 Transport that MCI leases from SBC MISSOURI as of that date, but which SBC MISSOURI is not obligated to unbundle pursuant to

Sections 51.319(e)(2)(ii)(A) or 51.319(e)(2)(ii)(B) of the FCC's rules as of that date, shall be available for lease from SBC MISSOURI at a rate equal to the higher of: (a) 115 percent (115%) of the rate MCI paid for the Dedicated DS1 Transport on June 15, 2004; or (b) 115 percent (115%) of the rate the Commission has established or establishes, if any, between June 16, 2004 and March 11, 2005, for that Dedicated DS1 Transport circuit. Where SBC MISSOURI is not required to provide Dedicated DS1 Transport pursuant to Sections 51.319(e)(2)(ii)(A) or 51.319(e)(2)(ii)(B) of the FCC's rules, MCI may not obtain new Dedicated DS1 Transport as an unbundled Network Element, except as otherwise set forth in this Appendix.

15.3.3.2 Intentionally Omitted.

15.4 Dedicated DS3 Transport. SBC shall make available Dedicated DS3 Transport to MCI on an unbundled basis as set forth in this Section 15.4. Dedicated DS3 Transport consists of SBC interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

15.4.1 General availability of Dedicated DS3 Transport. SBC shall provide MCI, upon MCI's request, Dedicated DS3 Transport between any pair of SBC Wire Centers except where, through application of tier classifications described herein, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, SBC must provide Dedicated DS3 Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

15.4.2 Cap on Dedicated DS3 Transport. MCI may obtain a maximum of twelve (12) unbundled Dedicated DS3 Transport circuits on each Route where Dedicated DS3 Transport is available on an unbundled basis.

15.4.3 Transition period for Dedicated DS3 Transport.

15.4.3.1 For a 12-month period beginning on March 11, 2005, any Dedicated DS3 Transport that MCI leases from SBC as of that date, but which SBC is not obligated to unbundle pursuant to Sections 51.319(e)(2)(iii)(A) or 51.319(e)(2)(iii)(B) of the FCC's rules on that date, shall be available for lease from SBC at a rate equal to the higher of: (a) 115 percent (115%) of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (b) 115 percent (115%) of the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005, for that Dedicated DS3 Transport. Where SBC is not required to provide Dedicated DS3 Transport pursuant to Sections 51.319(e)(2)(iii)(A) or 51.319(e)(2)(iii)(B) of the FCC's rules, MCI may not obtain new Dedicated DS3 Transport as unbundled Network Elements, except as otherwise set forth in this Appendix.

15.4.3.2 Intentionally Omitted.

15.4.3.3 Intentionally Omitted.

15.5 Intentionally Omitted.

- 15.6 Wire Center “Tiers” -- For purposes of this Section 15.5 (and Section 12 related to Dark Fiber), wire centers are classified into three “tiers,” as follows:
- 15.6.1 Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
 - 15.6.2 Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
 - 15.6.3 Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.
- 15.7 Intentionally Omitted.
- 15.8 Diversity
- 15.8.1 When requested by MCIIm, physical diversity shall be provided for Dedicated Transport. When MCIIm requests physical diversity and facilities do not exist at the time of MCIIm’s request, SBC MISSOURI shall provide such facilities in accordance with the requirements of section 2.10.19. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
 - 15.8.2 SBC MISSOURI shall provide the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. When additional costs are incurred by SBC MISSOURI for MCIIm specific diversity, SBC MISSOURI will advise MCIIm of the applicable additional charges. SBC MISSOURI will not process the request for diversity until MCIIm accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until MCIIm accepts the additional charges.
- 15.9 Digital Cross-Connect System (DCS)
- 15.9.1 SBC MISSOURI will offer Digital Cross-Connect System (DCS) as part of the Dedicated Transport element with the same functionality that is offered to inter-exchange carriers. DCS requested by MCIIm shall be subject to additional charges as outlined in Appendix Pricing.
- 15.10 Network Reconfiguration Service (NRS)
- 15.10.1 SBC MISSOURI will offer reconfiguration service as part of the Dedicated Transport element with the same functionality that is offered to inter-exchange carriers. Charges for reconfiguration service are pursuant to Access Tariff FCC No. 73; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.
- 15.11 Intentionally Omitted.

- 15.12 Routine network modifications.
- 15.12.1 SBC MISSOURI shall make all routine network modifications to Dedicated Transport facilities used by MCI where the requested Dedicated Transport facilities have already been constructed. In addition, SBC MISSOURI shall perform all routine network modifications to Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers or affiliates. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. They also include activities needed to enable a requesting telecommunications carrier to light a dark fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.
- 16 911 or E911 DATABASE
- 16.1 Access to the SBC MISSOURI 911 or E911 call related databases will be provided as described in the 911 and E911 Appendix.
- 17 INTENTIONALLY OMITTED
- 18 OPERATIONS SUPPORT SYSTEMS FUNCTIONS
- 18.1 SBC MISSOURI shall provide nondiscriminatory access in accordance with Section 47CFR 51.311 and Section 251(c)(3) of the Act to Operations Support Systems (OSS) on an unbundled basis to MCI for the provision of a Telecommunications Service. OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC MISSOURI's databases and information. SBC MISSOURI, as part of its duty to provide access to the pre-ordering function, must provide MCI with nondiscriminatory access to the same detailed information about the Loop that is available to SBC MISSOURI. Access to OSS is available as described in Appendix OSS.
- 19 CROSS CONNECTS
- 19.1 MCI shall pay SBC MISSOURI for cross connects at the rates set forth in Appendix Pricing of this Agreement.
- 20 PROVISIONING AND MAINTENANCE OF LAWFUL UNBUNDLED NETWORK ELEMENTS
- 20.1 Provisioning/Maintenance of Unbundled Network Elements
- 20.1.1 MCI may order from SBC MISSOURI multiple individual sec. 251(c)(3) UNEs on a single order subject to OSS specifications without the need to have MCI send an order for each such sec. 251(c)(3) UNE if such sec. 251(c)(3) UNEs are: (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

- 20.1.2 SBC MISSOURI shall provide all provisioning services to MCIIm during the same business hours SBC MISSOURI provisions similar services for its end user customers or other CLECs.
- 20.1.3 SBC MISSOURI shall provide a Single Point of Contact (SPOC) within the LSC for ordering and provisioning contacts and order flow involved in the purchase and provisioning of SBC MISSOURI's sec. 251(c)(3) UNEs or combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. The SPOC shall also provide to MCIIm a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of sec. 251(c)(3) UNEs or combinations.
- 20.1.4 SBC MISSOURI shall provide to MCIIm a Single Point of Contact (Local Service Center or LSC) for ordering sec. 251(c)(3) UNEs . A national toll-free number will be provided. This LSC is responsible for order acceptance, order issuance, and return of the FOC to MCIIm as specified in Performance Measurements Appendix. In addition, SBC MISSOURI shall provide to MCIIm a Single Point of Contact (Local Operations Center or LOC) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.
- 20.1.5 SBC MISSOURI will recognize MCIIm as the customer of record of all sec. 251(c)(3) UNEs on an unbundled basis and Combinations ordered by MCIIm and will send all notices, invoices and pertinent customer information directly to MCIIm.
- 20.1.6 SBC MISSOURI may not initiate any disconnection or rearrangement of any MCIIm ordered sec. 251(c)(3) UNE on an unbundled basis or Combination, except as directed by MCIIm or as otherwise provided in this Agreement.
- 20.1.7 SBC MISSOURI will provide MCIIm with a Firm Order Confirmation (FOC) for each order for all sec. 251(c)(3) UNEs on an unbundled basis. The FOC shall contain an enumeration of MCIIm's ordered sec. 251(c)(3) UNEs, services or combination features, options, physical Interconnection, quantity and a due date for the order. SBC MISSOURI must return the FOC for sec. 251(c)(3) UNEs and combinations within five (5) hours of SBC MISSOURI's receipt of any electronically submitted order and within twenty-four (24) hours of SBC MISSOURI's receipt of any manually submitted (faxed) order.
- 20.1.8 SBC MISSOURI shall provision sec. 251(c)(3) UNEs in accordance with the time frames set forth in Performance Measurements Appendix.
- 20.1.9 SBC MISSOURI agrees to negotiate with MCIIm prior to the due date a scheduled conversion date and time.
- 20.1.10 Not less than one (1) hour prior to the scheduled conversion time, either Party may contact the other Party and unilaterally designate a new scheduled conversion time. If the new conversion time is within the conversion window, no charges shall be assessed on or waived by either Party. If, however, the new conversion time is outside of the conversion window, the Party requesting such new conversion time shall be subject to the following:
- 20.1.10.1 If SBC MISSOURI requests the new conversion time, the applicable line connection charge shall be waived; and

- 20.1.10.2 If MCIIm requests the new conversion time, MCIIm shall be assessed a line connection charge in addition to the line connection charge that will be incurred for the new conversion time.
- 20.1.11 The Parties agree that they will negotiate terms and conditions relative to coordinated cutovers (hot cuts) upon completion of state commission collaboratives in which hot cuts procedures are being addressed.
- 20.1.12 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" telephone exchange service to the connection of a sec. 251(c)(3) UNE at the MCIIm collocation interface point will be sixty (60) minutes or less. For purposes of this section, Delaying Event means (a) any failure of SBC MISSOURI to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of MCIIm to perform any of its obligations set forth in this Agreement, or (ii) any delay, act or failure to act by MCIIm or its end user customer, agent or subcontractor or (b) any Force Majeure Event. SBC MISSOURI shall waive the applicable line connection charge for such element.
- 20.1.13 Upon work completion, SBC MISSOURI will provide MCIIm electronically (unless otherwise notified by MCIIm) with an order completion per order that states when that order was completed. SBC MISSOURI shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.
- 20.1.14 As soon as identified, SBC MISSOURI shall provide notification electronically of MCIIm orders that are incomplete or incorrect and therefore cannot be processed.
- 20.1.15 As soon as identified, SBC MISSOURI shall provide notification electronically of any instances when SBC MISSOURI's due dates are in jeopardy of not being met by SBC MISSOURI on any element or feature contained in any order for sec. 251(c)(3) UNEs. SBC MISSOURI shall indicate its new due date as soon as such date is available.
- 20.1.16 SBC MISSOURI shall provide to MCIIm upon request:
- 20.1.16.1 A list of all services and features technically available from each switch that SBC MISSOURI may use to provide Local Switching, by switch CLLI.
 - 20.1.16.2 A listing of street address detail for the service coverage area of each switch CLLI.
 - 20.1.16.3 When available, all engineering design and layout information for each sec. 251(c)(3) UNE and Combination; provided that MCIIm shall pay SBC MISSOURI the costs incurred by SBC MISSOURI to provide MCIIm with copies of such information.
 - 20.1.16.4 A listing of all technically available functionalities for each sec. 251(c)(3) UNE or Combination. If MCIIm orders a technical publication, MCIIm shall pay SBC MISSOURI for the technical publications.

- 20.1.17 Within twenty-four (24) hours of MCI's request, SBC MISSOURI will perform cooperative testing with MCI (including trouble shooting to isolate any problems) to test sec. 251(c)(3) UNEs or Combinations purchased by MCI in order to identify any performance problems.
- 20.1.18 For orders of sec. 251(c)(3) UNEs (and LNP with the installation of a Loop) that require coordination among SBC MISSOURI, MCI and MCI's customer, MCI shall be responsible for any necessary coordination with its customer.
- 20.1.19 Access to sec. 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC MISSOURI may elect at its own discretion, but also at parity and on a nondiscriminatory basis. SBC MISSOURI will provide access to sec. 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available SBC MISSOURI shall not be required to provide sec. 251(c)(3) UNEs. However MCI may request and to the extent required by law, SBC MISSOURI may agree to provide sec. 251(c)(3) UNEs, through the Bona Fide Request (BFR) process outlined in Appendix BFR.
- 20.1.20 Subject to the terms herein, SBC MISSOURI is responsible only for the provisioning, installation, operation and maintenance of the sec. 251(c)(3) UNEs it provides. SBC MISSOURI is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by MCI through the use of those sec. 251(c)(3) UNEs, provided that both SBC MISSOURI and MCI meet their obligation under this Appendix UNE and the Agreement. MCI will be responsible for the product of services it provides its End Users.
- 20.1.21 Where sec. 251(c)(3) UNEs provided to MCI are dedicated to a single end user customer, if such sec. 251(c)(3) UNEs are for any reason disconnected they shall be made available to SBC MISSOURI for future provisioning needs, on the same basis SBC MISSOURI holds or reassigns such facilities for its own end user customers, unless such sec. 251(c)(3) UNE is disconnected in error. MCI agrees to relinquish control of any such sec. 251(c)(3) UNE concurrent with the disconnection of MCI's end user customer service.
- 20.1.22 MCI shall make available at mutually agreeable times the sec. 251(c)(3) UNEs provided pursuant to this Appendix in order to permit SBC MISSOURI to test and make adjustments appropriate for maintaining the sec. 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will SBC MISSOURI perform scheduled maintenance on any MCI sec. 251(c)(3) UNE prior to providing reasonable notice to MCI in advance of performing such maintenance. SBC MISSOURI shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCI promptly of any emergency maintenance actions it takes effecting MCI.
- 20.1.23 MCI shall connect equipment and facilities that are compatible with SBC MISSOURI's sec. 251(c)(3) UNEs and shall use sec. 251(c)(3) UNEs in accordance with all applicable regulatory standards and the requirements of this Agreement. MCI's use of any SBC MISSOURI sec. 251(c)(3) UNE, or of its own equipment or facilities in conjunction with any SBC MISSOURI sec. 251(c)(3) UNE, will not materially interfere with or impair service over any facilities of SBC MISSOURI, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice

and opportunity to cure, SBC MISSOURI may discontinue or refuse service if MCI violates this provision, provided that such termination of service will be limited to MCI's use of the sec. 251(c)(3) UNE(s) causing the violation.

- 20.1.24 When an existing end user customer served by SBC MISSOURI or another CLEC changes service to MCI using any SBC MISSOURI provided unbundled Network Element(s), MCI shall issue appropriate service requests to connect new service to MCI's end user customer. MCI's service requests will be processed by SBC MISSOURI, and MCI will be charged the existing unbundled Network Element service order charge(s) as set forth in the Pricing Appendix.
- 20.1.24.1 When end user customers already being provided service by SBC MISSOURI migrate to MCI, services will not be modified unless requested by MCI and any service interruptions will not be discernable to the End User.
- 20.1.24.2 For "As is migrations" see Appendix OSS section 4.5.
- 20.2 If trouble occurs with sec. 251(c)(3) UNEs provided by SBC MISSOURI, MCI will first determine whether the trouble is in MCI's own equipment and/or facilities or those of the end user customer. If MCI determines the trouble is in SBC MISSOURI's equipment and/or facilities, MCI will issue a trouble report to SBC MISSOURI.
- 20.2.1 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a suspected failure of a sec. 251(c)(3) UNE and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in Appendix Pricing. SBC MISSOURI shall apply Time and Material charges for Premises Visits at parity with what SBC MISSOURI charges its retail end users customers.
- 20.3 Intentionally Omitted.
- 20.4 MCI shall pay Time and Material charges when SBC MISSOURI dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC MISSOURI or in detariffed CPE provided by SBC MISSOURI, unless covered under a separate maintenance agreement. Anything to the contrary in this Agreement notwithstanding, SBC MISSOURI shall not proceed with any repairs pursuant to this section without the consent of MCI's end user customer, which consent shall be obtained in accordance with the requirements of this Agreement, including providing MCI with documentation of the end user customer's request.
- 20.5 MCI shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 20.6 If MCI issues a trouble report allowing SBC MISSOURI access to the end user customer's premises and SBC MISSOURI personnel are dispatched but denied access to the premises, provided SBC MISSOURI makes a reasonable effort to enter the premises, then Time and Material charges will apply for the period of time that SBC MISSOURI personnel are dispatched. Subsequently, if SBC MISSOURI personnel are allowed access to the premises, these charges will still apply.

- 20.7 If MCIIm requests or approves a SBC MISSOURI technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCIIm will pay Time and Material Charges for any additional work to perform such services only in circumstances in which SBC MISSOURI would have charged its own customer such charges for work performed outside of normal scheduled working hours.
- 20.8 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 performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work-related efforts performed other than on a normally scheduled workday.
- 21 INTENTIONALLY OMITTED
- 22 ENHANCED EXTENDED LOOPS (EELs)
- 22.1 Definitions
- 22.1.1 A sec. 251(c)(3) "Enhanced Extended Link" or "EEL" means a combination consisting of a Loop(s) and Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those sec. 251(c)(3) UNEs (including, for example, multiplexing capabilities). An EEL is required to terminate in a collocation arrangement that meets the requirements of Section 22.3.1.2.8 of this Appendix (e.g., the end of the Dedicated Transport that is opposite the end connected to the Loop must be accessed by MCIIm at such a collocation arrangement via a cross connect).
- 22.1.2 Intentionally Omitted.
- 22.1.3 High-Capacity EELs means either: (i) an unbundled DS1 Loop in combination, or commingled, with a DS1 Dedicated Transport or DS3 Dedicated Transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a DS3 Dedicated Transport facility or service, or (ii) an unbundled DS1 Dedicated Transport facility in combination, or commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Dedicated Transport facility in combination, or commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Loop or a DS3 channel termination service.
- 22.2 General Requirements
- 22.2.1 SBC MISSOURI shall provide access to sec. 251(c)(3) UNEs and combinations of sec. 251(c)(3) UNEs without regard to whether MCIIm seeks access to the sec. 251(c)(3) UNEs to establish a new circuit or to convert an existing circuit from a service to sec. 251(c)(3) UNEs. SBC MISSOURI shall provide EELs to MCIIm as set forth in this Section.
- 22.2.2 Apart from the service eligibility criteria for High-Capacity EELs as set forth herein, SBC MISSOURI shall not impose conditions or limitations upon obtaining access to EELs or other Combinations, such as requiring MCIIm to purchase special access and then convert such facilities to UNEs.

22.3 Eligibility

22.3.1 SBC MISSOURI shall provide MCIIm with access to High-Capacity EELs that meet service eligibility criteria set forth in this section 22.3.1. SBC MISSOURI is not obligated, and shall not, provide access to for example (1) a unbundled DS1 loop in combination, or Commingled, with a Dedicated DS1 Transport facility or service or a Dedicated DS3 (or higher) transport facility or service, or a (2) a Dedicated DS1 transport facility or service in combination, or Commingled, with a DS1 Loop or a DS1 channel termination service, or a dedicated DS3 (or higher) transport facility or service in combination, or Commingled, with a DS1 Loop or a DS1 channel termination service (collectively the "Included Arrangements"), or a DS3 Loop or a DS3 (or higher) channel termination service, unless MCIIm certifies that all of the following conditions are met with respect to the arrangement being sought:

22.3.1.1 MCIIm (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area. SBC MISSOURI hereby acknowledges that MCIIm has received state certification sufficient to satisfy these criteria.

22.3.1.2 The following criteria are satisfied for each Included Arrangement, including each DS1 circuit, each DS3 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

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

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

22.3.1.2.3 each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and

22.3.1.2.4 each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of section 22.3.1.2.8; and

22.3.1.2.5 each circuit to be provided to each customer will be served by an interconnection trunk that meets the requirements of section 22.3.1.2.9; and

22.3.1.2.6 for each 24 DS1 EELs or other facilities having equivalent capacity, MCIIm will have at least one active DS1 local

service interconnection trunk that meets the requirements of section 22.3.1.2.9; and

22.3.1.2.7 each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

22.3.1.2.8 A collocation arrangement meets the requirements of this section if it is:

22.3.1.2.8.1 established pursuant to section 251(c)(6) of the Act and located at an SBC MISSOURI premises within the same LATA as MCIIm's end user customer's premises, when SBC MISSOURI is not the collocator; or

22.3.1.2.8.2 located at a third party's premises within the same LATA as MCIIm's End User premises, when SBC MISSOURI is the collocator.

22.3.1.2.9 An interconnection trunk meets the requirements of this section if MCIIm will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

22.3.1.2.10 By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a Loop-to-Dedicated Transport(s)-if any to Loop (with or without multiplexing) cannot qualify for at least the reason that the Loop-to Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC MISSOURI shall not be required to provide, and shall not provide, any combination of a Loop and Dedicated Transport (whether as a combination by themselves, with a Network Element possessed by MCIIm or pursuant to Commingling) that does not terminate to a collocation arrangement that meets the requirements of Section 22.3.1.2.8 of this Appendix.

22.3.1.2.11 Other than the service eligibility criteria set forth in this Section, SBC MISSOURI shall not impose limitation, restrictions, or requirements on requests for the use of UNEs and shall not require terms and conditions, including without limitation pre-audits and requirements to purchase special access and then convert to EELs, on MCIIm's purchase of High-Capacity EELs.

22.3.1.2.12 MCIIm must provide the certification required by this section on a form provided by SBC MISSOURI on a circuit-by-circuit basis. MCIIm will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation. If the information previously

provided in a certification is inaccurate (or ceases to be accurate) MCI shall update such certification promptly with SBC MISSOURI.

22.4 Commingling EELs

22.4.1 The terms and condition for the Commingling of EELs are set forth in Section 7 of this Appendix UNE.

22.5 Audits

22.5.1 In addition to any other audit rights provided for hereunder and those allowed by law, SBC MISSOURI may obtain and pay for an independent auditor to audit MCI, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an “annual basis,” it means for a State a consecutive 12-month period, beginning upon SBC MISSOURI's written notice that an audit will be performed for that State, subject to Section 22.5.5.

22.5.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an “examination engagement” and issue an opinion regarding MCI's compliance with the qualifying services and the mandatory service eligibility criteria.

22.5.3 The independent auditor's report will conclude whether MCI complied in all material respects with this Section.

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

22.5.5 To the extent the independent auditor's report concludes that MCI failed to comply with this Section 22, MCI must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a sec. 251(c)(3) UNE or sec. 251(c)(3) UNE combination, in whole or in part (notwithstanding any other provision hereof), MCI must convert the sec. 251(c)(3) UNE or sec. 251(c)(3) UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC MISSOURI may initiate and affect such a conversion on its own without any further consent by MCI) and MCI shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC MISSOURI. In no event shall rates set under Section 252(d)(1) apply for the use of any sec. 251(c)(3) UNE for any period in which MCI does not meet the conditions set forth in this Section 22.5 for that sec. 251(c)(3) UNE, arrangement, or circuit, as the case may be. Also, the “annual basis” calculation and application shall be immediately reset, e.g., SBC MISSOURI shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

22.5.5.1 To the extent that the independent auditor's report concludes that MCI failed to comply in all material respects with this Section 22.5, MCI must reimburse SBC MISSOURI for the cost of the independent

auditor and for SBC MISSOURI's costs in the same manner and using the same methodology and rates that SBC MISSOURI is required to pay MCI's costs under this Section.

- 22.5.5.2 To the extent the independent auditor's report concludes that the MCI complied in all material respects with this Section 22.5, SBC MISSOURI must reimburse MCI for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc).
- 22.6 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, MCI shall fully comply with this Section 22 in all cases and, further, the failure of SBC MISSOURI to require such compliance, including if SBC MISSOURI provides an EEL(s) or a Commingled EEL(s) that does not meet any eligibility criteria including those in this Section 22, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 22.7 Provisioning for EELs
- 22.7.1 With respect to an EEL, MCI will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments MCI provides to SBC MISSOURI from MCI's collocation arrangement.
- 22.7.2 SBC MISSOURI will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the sec. 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 22.7.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1 unbundled loop combined with a DS1 or DS3 Dedicated Transport; or DS3 Loop combined with DS3 Dedicated Transport) may be obtained by MCI if available and if MCI meets all services eligibility requirements set forth in this Agreement including collocating at at least one SBC MISSOURI central office that is in the same LATA as the end user customer premises served by the EEL. Additional service eligibility requirements for high capacity EELs that must be met can be found in this Appendix UNE. Low capacity EELs (DS0 unbundled loop combined with a DS1 Dedicated Transport) are not required to meet the service eligibility requirements and will be provided to MCI upon request where available.