ATTACHMENT 6: 251(C)(3) UNBUNDLED NETWORK ELEMENTS

1.0 INTRODUCTION

This Attachment 6: 251(c)(3) Unbundled Network Elements to the Agreement sets forth the Unbundled Network Elements that SBC KANSAS agrees to offer to CLEC. The specific terms and conditions that apply to the Unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto. The terms "Unbundled Network Elements" (with or without initial caps) and "UNEs" mean only such elements required to be unbundled under Section 251(c)(3) of the Act as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders.

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

1.2 251(c)(3) UNEs and Declassification

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

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

1.2.3 Notwithstanding anything in this Agreement or in any Amendment and subject to the self-certification outlined by the FCC in paragraphs 233 and 234 of the TRRO as incorporated at Section 4.7.3 and 10.10.3 below,, SBC KANSAS shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a 251(c)(3) UNE. The preceding includes without limitation that SBC KANSAS shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC KANSAS network elements that do not constitute 251(c)(3) UNEs, or where such 251(c)(3) UNEs are not requested for permissible purposes.

2.0 GENERAL TERMS AND CONDITIONS

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

2.1.1 In order to access and use 251(c)(3) UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the 251(c)(3) UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the "Statutory Conditions" for access to 251(c)(3) UNEs. Accordingly, CLEC hereby represents and warrants that it is a telecommunications carrier and that it will notify SBC KANSAS immediately in writing if it ceases to be a telecommunication carrier. Failure to so notify SBC KANSAS shall constitute a material breach of this Agreement.

2.1.1.1 Other conditions to accessing and using any 251(c)(3) UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (251(c)(3) or otherwise) may be applicable under 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders and will also apply.

2.1.1.2 By way of example, CLEC may not access 251(c)(3) UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).

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

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

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

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

2.7 At CLEC's request, SBC KANSAS shall provide Unbundled Network Elements to CLEC in a manner required by law that allows CLEC to combine those Unbundled Network Elements to provide a telecommunications service. Subject to the provisions hereof and at CLEC's request, SBC KANSAS shall also provide CLEC with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in SBC KANSAS' network, and include those combinations that are actually connected but for which dial tone is not currently being provided.

2.8 Subject to the provisions hereof and upon CLEC request, SBC KANSAS shall meet its combining obligations involving 251(c)(3) UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467(May 13, 2002) (*"Verizon Comm. Inc."*) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law. CLEC may combine any Unbundled Network Element with any other element, except as delineated in this agreement.

2.9 Any combining obligation is limited solely to combining of 251(c)(3) UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that SBC might offer pursuant to Section 271 of the Act.

2.10 In the event that SBC KANSAS denies a request to perform the functions necessary to combine 251(c)(3) UNEs or to perform the functions necessary to combine 251(c)(3) UNEs with elements possessed by CLEC, SBC KANSAS shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC KANSAS shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement. SBC KANSAS will provide Unbundled Network Elements as outlined in this Attachment where facilities exist in SBC KANSAS' network at the time of CLEC's request. SBC KANSAS will modify its network as may be required by the Act to make facilities available to CLEC for Unbundled Network Element orders. If facilities are not available, CLEC may request the facilities via the Bona Fide Request process described below.

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

2.12 SBC KANSAS will provide nondiscriminatory access to the unbundled Network Elements identified and provided for in this Attachment, including combinations of Unbundled Network Elements, subject to the

terms and conditions of this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements identified in this Attachment to provide a telecommunications service under this Agreement. SBC KANSAS will allow CLEC to order each Unbundled Network Element individually or in combination with any other Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit CLEC to combine such Unbundled Network Elements with other Unbundled Network Elements obtained from SBC KANSAS or with network components provided by itself or by third parties to provide telecommunications services to its end user customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other Unbundled Network Elements or to interconnect with SBC KANSAS' network. Any request by CLEC for SBC KANSAS to provide a type of connection between Unbundled Network Elements that is not currently being utilized in the SBC KANSAS network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 37.

2.13 When CLEC orders Unbundled Network Elements in combination or the 251(c)(3) UNE portion of a Commingled Arrangement, and identifies to SBC KANSAS the type of telecommunications service it intends to deliver to its end user customer through that combination or the 251(c)(3) UNE portion of the Commingled Arrangement(e.g., POTS, ISDN), SBC KANSAS will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SBC KANSAS provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the Bona Fide Request (BFR) process. Unbundled Network Element combinations provided to CLEC by SBC KANSAS will meet all performance criteria and measurements that SBC KANSAS achieves when providing equivalent end user service to its local exchange service customers (e.g., POTS, ISDN).

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

2.15 In the event that SBC KANSAS denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, SBC KANSAS shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC KANSAS shall have the burden, to prove that such denial meets one or more applicable standards for denial, including without limitation those under any applicable FCC rules, and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.12 of this Attachment.

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2.18 Conversion of Wholesale Services to UNEs

2.18.1 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, SBC KANSAS shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, SBC KANSAS shall promptly determine what new processes are necessary and shall establish ordering processes as soon as

reasonably possible, but no later than the date on which this Agreement is approved by the Commission. SBC KANSAS shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. SBC KANSAS will develop and implement processes, subject to any associated rates, terms and conditions applicable under Commission-approved tariffs or this interconnection agreement. The Parties will comply with any applicable Change Management guidelines; provided however, that compliance with such Change Management guidelines shall not delay CLEC's conversion request beyond the date on which this Agreement is approved.

2.18.2 Except as agreed to by the parties, SBC KANSAS shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs available under Section 251. Nothing in this Section 2.18.2 prohibits SBC KANSAS from imposing early termination charges otherwise applicable under the state or federal special access tariff to CLEC's termination of existing long-term contract(s) under which CLEC is obtaining a discount.

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

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

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2.18.7 In requesting a conversion of an SBC KANSAS service, CLEC must submit its orders in accordance with the agreed guidelines and ordering requirements provided by SBC-KANSAS that are applicable to converting the particular SBC KANSAS service sought to be converted. SBC KANSAS shall begin billing CLEC at the pricing applicable to the converted service arrangement (e.g., UNE Section 251 pricing if applicable) as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not limited to, CLEC's submission of a complete and accurate LSR/ASR requesting the conversion.

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

2.19 Commingling

2.19.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC KANSAS or the

combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.

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

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

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

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

2.19.4 In accordance with and subject to the provisions of this Section 2.19, any request for a Commingled Arrangement, that is not included on Exhibit A, by CLEC for SBC KANSAS to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC KANSAS to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment.

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

2.19.4.2 Any CLEC request for a Commingled Arrangement not found on Exhibit A or the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC KANSAS 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.

2.19.4.3 SBC KANSAS shall charge CLEC the non-recurring and recurring rates applicable to the UNE(s), facilities or services that CLEC has obtained at wholesale from SBC KANSAS. If any Commingling requested by CLEC requires physical work to be performed by SBC KANSAS, and if an existing charge applies to that work, SBC KANSAS shall so inform CLEC and, in such instance, SBC KANSAS shall charge CLEC. A fee shall be calculated using the Time and Material charges as reflected in Appendix Pricing. SBC KANSAS' Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests SBC KANSAS to perform work not required by this Section 2.14.4, CLEC shall be charged a market-based rate for any such work.

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

2.19.6 Nothing in this Agreement shall impose any obligation on SBC KANSAS to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC. The preceding includes without limitation that SBC KANSAS shall not be obligated to Commingle network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria, including Statutory Conditions, or, for any reason, stops meeting eligibility criteria, including Statutory Conditions, for a particular UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

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

2.19.8 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, SBC KANSAS' obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass SBC KANSAS offerings pursuant to 47 U.S.C. § 271 that are not UNEs under 47 U.S.C. § 251(c)(3). The preceding sentence does not affect the commingling of Section 251 UNEs with tariffed SBC Kansas special access and/or switched access services and facilities.

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

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

2.19.9.2 Shares part of SBC KANSAS' network with access services.

2.20 Eligibility Requirements for Access to Certain UNEs

2.20.1 Except as provided below in this Section 2.20 or elsewhere in the Agreement and subject to this Section and Section 2.18, Conversion of Wholesale Services to UNEs, of this Attachment, SBC KANSAS shall

provide access to UNEs and combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

2.20.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example multiplexing capabilities). If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity Included Arrangements"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 2.15.3 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect. A High-Capacity Included Arrangement is either:

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

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

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

2.20.2.1 CLEC has received state certification from the KANSAS Commission to provide local voice service in the area being served.

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

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

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

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

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

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

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

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

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 UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC KANSAS shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix 251(c)(3) UNE. Section 2.18.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.18.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

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

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

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

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

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

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

2.20.6 CLEC must provide the certification required by Section 2.18 on a form provided by SBC KANSAS, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.

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

2.20.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, SBC KANSAS may obtain and pay for an independent auditor to audit, on an annual basis, applied on a state-by-state basis. CLEC's compliance in KANSAS with the conditions set out in Section 2.20 2.19.1 through 2.20.4. For purposes of calculating and applying an "annual basis", it means, a consecutive 12-month period, beginning upon SBC KANSAS' written notice that an audit will be performed for KANSAS, subject to Section 2.20.7.4 of this Section.

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

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

2.20.7.4 Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Section 2.20, CLEC must true-up any difference in payments paid to SBC KANSAS and the rates and charges CLEC would have owed SBC KANSAS beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.20 of this Attachment is effective, and CLEC must convert the UNE or UNE combination, or commingled arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC KANSAS may initiate and effect such a conversion on its own without any further consent by CLEC), and CLEC 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 KANSAS. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.20 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., SBC KANSAS shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

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

2.20.7.4.2 To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements Criteria, SBC KANSAS shall reimburse CLEC for its

necessary and reasonable staff time and other internal reasonable staff time and other reasonable costs associated with in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc).

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

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

2.21 Reservation of Rights/Intervening Law

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

2.22 Various Subsections below list the Unbundled Network Elements that SBC KANSAS has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. SBC KANSAS will make additional Unbundled Network Elements available pursuant to the BFR process set out in Section 2.28 of this Attachment.

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

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

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

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

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

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

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

2.30 CLEC's use of any SBC KANSAS Unbundled Network Element or of its own equipment or facilities in conjunction with any SBC KANSAS Unbundled Network Element , will not materially interfere with or impair service over any facilities of SBC KANSAS, 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 KANSAS may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Unbundled Network Element(s) causing the violation.

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

2.32 Order rejections and error codes

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

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

2.33 Performance of Unbundled Network Elements

2.33.1 Each Unbundled Network Element provided by SBC KANSAS to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SBC KANSAS provides to itself. Each Unbundled Network Element will be provided in accordance with SBC KANSAS Technical Publications or other written descriptions, as approved by the KANSAS Commission. SBC KANSAS will file its Technical Publications with the Commission and such Technical Publications will be deemed approved within ten (10) business days of filing unless suspended by the Commission. If a Technical Publication is suspended, the Commission shall approve the Technical Publication or deny approval for good cause within forty-five (45) days of filing. Further, changes may be made from time to time by joint agreement of SBC KANSAS and the affected CLEC, and where CLEC agreement cannot be obtained, as changed with the approval of the KANSAS Commission. Such publications will be shared with CLEC. CLEC may request, and SBC KANSAS may provide, to the extent technically feasible, Unbundled Network Elements that are superior or lesser in quality than SBC KANSAS provides to itself and such service will be requested pursuant to the BFR process.

2.33.2 SBC KANSAS will provide an SBC KANSAS Technical Publication or other written description for each Unbundled Network Element identified and offered under this Agreement. The Technical Publication or other description for an Unbundled Network Element will describe the features, functions, and capabilities provided by the Unbundled Network Element as of the time the document is provided to CLEC. No specific

form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Unbundled Network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Unbundled Network Element. The Technical Publications or other written description shall be posted on SBC KANSAS' CLEC Online website.

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

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

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

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

2.33.7 SBC KANSAS will provide performance measurements as outlined in Attachment 17 under this Agreement and/or as otherwise ordered by the KANSAS Commission or FCC. SBC KANSAS will not levy a separate charge for providing this information.

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

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

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2.37 Bona Fide Request (BFR)

2.37.1 Bona Fide Request ("BFR") is the process by which CLEC may submit a request for SBC KANSAS to provide access to a Network Element that is new, undefined, or part of a Commingled Arrangement not identified in Appendix, (a "Request"), that is required to be provided by SBC KANSAS under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request. CLEC may request and, to the extent required by law and as SBC KANSAS may otherwise agree, SBC KANSAS will provide Unbundled Network Elements through the BFR process.

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

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

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

2.37.5 CLEC may cancel an Unbundled Network Element BFR by providing written notice to SBC KANSAS in a commercially reasonable manner; provided however, that CLEC will pay SBC KANSAS its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC KANSAS receives notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and if CLEC has provided SBC KANSAS a deposit and the reasonable and demonstrable costs are less than the deposit, the remaining balance of the deposit will be, at CLEC's option, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.

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

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

2.37.8 Following receipt of the Preliminary Analysis, CLEC may, at its discretion, provide written authorization to SBC KANSAS to develop the Unbundled Network Element BFR and prepare a BFR Final Quote. CLEC must provide such written authorization within thirty (30) calendar days of receipt of the preliminary analysis. If written authorization is not provided to SBC KANSAS within thirty (30) calendar days, the Unbundled Network Element BFR will be deemed cancelled, and CLEC will be required to submit a new Unbundled Network Element BFR thereafter should CLEC desire pursuit of a similar Unbundled Network Element.

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

2.37.10 Within thirty (30) calendar days of its receipt of the Unbundled Network Element BFR Final Quote, CLEC must either (1) confirm or cancel its Unbundled Network Element BFR pursuant to the terms and conditions of the Unbundled Network Element BFR Final Quote or (2) submit any disputed issues with the

Unbundled Network Element BFR Final Quote for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement. If CLEC confirms and authorizes the implementation of the requested service as outlined on the BFR, and provides payment of the amount quoted, minus a deposit (if paid), SBC KANSAS will promptly proceed with developing and providing the Unbundled Network Element.

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

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

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

3.0 NETWORK INTERFACE DEVICE

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

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

3.3 CLEC may obtain unbundled access to the NID on SBC KANSAS' network side on a stand-alone basis to permit CLEC to connects its own loop facilities to the premises wiring at any customer locations. Any

repairs, upgrade and rearrangements to the NID required by CLEC will be performed by SBC KANSAS based on Time and Material charges set out in Appendix Pricing. SBC KANSAS, at the request of CLEC, will disconnect the SBC KANSAS local loop from the NID, at charges reflected in Appendix Pricing. CLEC may elect to disconnect SBC KANSAS' local loop from the NID on the customer's side of the NID, but CLEC shall not perform any disconnect on the network side of the NID.

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

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

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

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

4.0 LOCAL LOOP

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

4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC KANSAS Central Office and the loop demarcation point at an end user premises. Therefore, consistent with the applicable FCC rules, SBC KANSAS will make available the UNE loops set forth herein below between a distribution frame (or its equivalent) in an SBC KANSAS Central Office and the loop demarcation point at an end user premises. The Parties acknowledge and agree that SBC KANSAS shall not be obligated to provision any of the UNE loops provided for herein to cellular sites or to any other location that does not constitute an end user premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC KANSAS. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning (subject to applicable charges in Appendix Pricing). 251(c)(3) Local Loop includes, but is not limited to copper loops (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, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), 251(c)(3) UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 4.4.4.5, below) and 251(c)(3) UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 4.4.5.4, below), where such loops are deployed and available in SBC KANSAS wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

4.2.1 When a local loop UNE is ordered to a high voltage area, the Parties understand and agree that the local loop UNE will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's end-user

customer. Therefore, any request by CLEC for a local loop UNE to a high voltage area will be submitted by CLEC to SBC KANSAS. If CLEC requests that SBC KANSAS provision the HVPE, CLEC shall be required to pay SBC KANSAS on an ICB basis for the HVPE that is provisioned by SBC KANSAS to CLEC in connection with the CLEC's UNE loop order to the high voltage area.

4.3 Routine Network Modifications to UNE loops

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

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

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

4.4 The following types of local loop UNEs will be provided at the rates, terms, and conditions set out in this Attachment and in the Appendix Pricing 251(c)(3) UNE - Schedule of Prices:

4.4.1 2-Wire Analog Loop

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

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

4.4.2 4-Wire Analog Loop

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

4.4.3 2-Wire Digital Loop

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

4.4.4 4-Wire DS1 Digital Loop

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

4.4.4.2 DS1 loops (where they have not been Declassified and subject to caps set forth in Section XXXX) However, notwithstanding this Section 4.4.4.2, access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC KANSAS may elect at its own discretion.

4.4.4.3 DS1 UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

4.4.4.4 The procedures set forth in Section 4.4.4.5, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

4.4.4.5 DS1 Loop "Caps"

SBC KANSAS is not obligated to provide to CLEC more than ten (10) DS1 UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC KANSAS' option it may accept the order, but convert any requested DS1 UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 UNE Loop(s) as of the date of provisioning.

4.4.5 DS3 Digital Loop

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

4.4.5.2 DS3 UNE loops will be offered and/or provided only where such Loops have not been Declassified.

4.4.5.3 The procedures set forth in Section 4.4.5.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

4.4.5.4 DS3 Loop "Caps"

SBC KANSAS is not obligated to provide to CLEC more than one (1) DS3 UNE loop per requesting carrier to any single building in which DS3 UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 UNE Loop at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC KANSAS' option it may accept the order, but convert any requested DS3 UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 UNE Loop(s) as of the date of provisioning.

4.5 Intentionally Left Blank

4.6 Hybrid Loops

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

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

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

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

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

4.6.6 SBC KANSAS will refrain from any practice, policy or procedure that has the effect of disrupting or degrading access to the TDM-based features, functions and capabilities of its hybrid loops; provided, however, SBC KANSAS has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.

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

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

4.6.7.2 Any applicable state requirements.

4.7 Quantity and Location Limitations on Access to DS1 and DS3 Loops obtained under this Agreement.

(A) A "fiber-based collocator" is defined in accordance with 47 C.F.R. 51.5
(B) The term "same building" is to be interpreted to mean a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway.
(C) A "business line" is defined in accordance with 47 C.F.R. 51.5.

4.7.1 DS1 Loop "Caps"—SBC KANSAS is not obligated to provide to CLEC more than ten (10) DS1 UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC KANSAS' option it may accept the order, but convert any requested DS1 UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 UNE Loop(s) as of the date of provisioning.

4.7.1.1 DS1 Loop Declassification --Subject to the cap described in Section 4.7.1, SBC KANSAS shall provide CLEC with access to a DS1 UNE Loop, where available, to any building not served by a wire center

with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Loops in such wire center(s), or any buildings served by such wire center(s).

4.7.1.2 DS3 Loop "Caps" -- SBC KANSAS is not obligated to provide to CLEC more than one (1) DS3 UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 UNE Loop at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC KANSAS' option it may accept the order, but convert any requested DS3 UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 UNE Loop(s) as of the date of provisioning.

4.7.1.2.1 DS3 Loop Declassification. Subject to the cap described in Section 4.7.1.2, SBC KANSAS shall provide CLEC with access to a DS3 UNE Loop, where available, to any building not served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

4.7.1.3 Effect on Embedded Base. Upon Declassification of DS1 Loops or DS3 Loops already purchased by CLEC as UNEs under this Agreement, SBC KANSAS will provide written notice to CLEC of such Declassification and at the end of the thirty day notice period, unless CLEC has submitted an LSR and/or ASR, as applicable, to SBC KANSAS requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, SBC KANSAS shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as SBC KANSAS and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and SBC KANSAS have failed to reach agreement as to a substitute service within such thirty (30) day period, then SBC KANSAS may disconnect the subject UNE(s) or combination of UNEs

4.7.1.3.1 Where such UNE(s) or combination of UNEs are converted to an analogous access service, SBC KANSAS shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of SBC KANSAS' applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. CLEC shall pay all applicable termination charges, if any, for any such UNE(s) or combination of UNEs that CLEC requests SBC KANSAS to disconnect, or that SBC KANSAS disconnects as a result of the Parties' failure to reach agreement on a substitute service.

4.7.1.3.2 Products provided by SBC KANSAS in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section " where such Loops are Declassified.

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

4.7.2 CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE Loop intended to be used to serve a new customer (i.e. ordered on or after March 11, 2005 and, therefore,

not part of CLEC's embedded customer base) satisfies the availability criteria set forth in Section 4.7.1 above prior to submitting its order to SBC KANSAS. SBC KANSAS has posted and will post a list to its CLEC-Online website, identifying the wire centers where DS1 and DS3 UNE Loops are Declassified under Sections 4.7.1.1.1 and 4.7.1.2.2, above, and those Sections shall apply. For situations where SBC KANSAS' posted list does not identify a wire center(s) relevant to CLEC's order for DS1 or DS3 UNE Loop(s), CLEC shall self-certify, that based on that reasonable inquiry it is CLEC's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 4.7.1 as to the particular UNE(s) sought. SBC KANSAS shall provision the requested DS1 or DS3 loop in accordance with CLEC's order and within SBC KANSAS' standard ordering interval applicable to such loops. SBC KANSAS shall have the right to contest such orders, and CLEC's ability to obtain a requested DS1 or DS3 UNE Loop only after provisioning, by notifying CLEC in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of SBC KANSAS' written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that CLEC was not entitled to the provisioned DS1 or DS3 UNE Loop, the rates paid by CLEC for the affected Loop shall be subject to true-up and CLEC shall be required to transition from the UNE DS1 or DS3 Loop to an alternative service/facility within 30 days of such determination. If CLEC does not transition the Loop within the 30 day period, then SBC KANSAS may disconnect the loop or convert it to an analogous service.

5.0 DARK FIBER DEDICATED TRANSPORT. FOR DARK FIBER LOOPS SEE EMBEDDED BASE RIDER

5.1 SBC KANSAS shall provide UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection.

5.1.1 Dark fiber is fiber which has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services. Dark fiber is unlit optic cable that is deployed within SBC KANSAS' network that is in place. Unlit fiber is dark fiber regardless of whether the fiber is spliced or terminated. Spare dark fiber is determined by the formula in Section 5. UNE Dedicated Transport Dark Fiber is deployed, unlit optical fiber within SBC KANSAS' network. UNE Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities.

5.2 Intentionally Left Blank

5.3 Dark Fiber Transport

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

5.3.2 Dark Fiber Transport Declassification

5.3.2.1 SBC KANSAS shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers, as set forth in Section 5.3.3 (A), (B) and (C), below. As such SBC KANSAS must provide UNE 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 as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such route(s).

5.3.2.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as a UNE under this Agreement, SBC KANSAS will provide written notice to CLEC of such Declassification and at the end of the 30-day notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of SBC KANSAS.

5.3.2.3 Products provided by SBC KANSAS in conjunction with UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section where such fiber is Declassified.

5.3.2.4 The Parties agree that activity by SBC KANSAS under this Section 5.3.2 shall not be subject to the Network Disclosure Rules.

5.3.3 Wire Center "Tiers"

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

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

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

5.4 Spare Fiber Inventory Availability and Condition

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

5.4.2 Determining Spare Fibers:

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

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

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

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

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

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

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

5.4.4 Quantities and Time Frames for ordering Dark Fiber:

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

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

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

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

5.4.5 Right of Revocation of Access to Dedicated Transport Dark Fiber

5.4.5.1 Right of revocation of access to Dedicated Transport Dark Fiber is distinguishable from Declassification. For clarification purposes, SBC KANSAS' right of revocation of access under this Section 5.4.5.1 applies even when the affected dedicated transport dark fiber remains a 251(c)(3) UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 5.4.5.

5.4.5.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date SBC KANSAS provided the fiber(s), SBC KANSAS may revoke CLEC's access to the dedicated transport

dark fiber and recover those fiber facilities and return them to SBC KANSAS inventory. SBC KANSAS may invoke this right by providing 10 days written notice to CLEC that SBC KANSAS is reclaiming the fibers.

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

5.4.6 Access Methods specific to Unbundled Dedicated Transport Dark Fiber

5.4.6.1 At SBC KANSAS central offices' the dark fiber terminates on a fiber distribution frame, or equivalent, in the central office. CLEC's access is provided through an approved collocation access as set forth in Appendix Collocation. CLEC may collocate, providing collocation application and associated criteria are met. The only method of access for placing equipment for Dark fiber is collocation.

5.4.6.2 The demarcation point for dedicated transport dark fiber at central offices will be in an SBC KANSAS approved splitter shelf. This arrangement allows for non-intrusive testing.

5.4.6.3 At central office's unbundled dedicated transport dark fiber terminates on a fiber distribution frame, or equivalent in the central office.

5.4.7 Installation and Maintenance for Dark Fiber

5.4.7.1 SBC KANSAS will install demarcations and place the fiber jumpers from the fiber distribution frame, or equivalent, to the demarcation point. CLEC will run its fiber jumpers from the demarcation point to the CLEC equipment.

5.4.7.2 Routine Network Modifications for Unbundled Dark Fiber Transport Provided Under Section 251 of the Act.

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

5.4.7.2.2 SBC KANSAS shall make routine network modifications to 251(c)(3) Dedicated Transport Dark Fiber facilities used by CLEC where the requested 251(c)(3) Dedicated Transport Dark Fiber facilities have already been constructed. SBC KANSAS shall perform routine network modifications to 251(c)(3) Dedicated Transport Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the 251(c)(3) Dedicated Transport Dark Fiber UDT facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

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

6.0 LOCAL CIRCUIT SWITCHING: See "Remand Order Embedded Base Temporary Rider

7.0 OPERATOR SERVICES AND DIRECTORY ASSISTANCE - See Attachment 22: DA and Attachment 23: OS for terms and conditions.

8.0 VG/DSO, DS1 AND DS3 DEDICATED TRANSPORT

8.1 Subject to Section 2 of this Attachment 251(c)(3) UNEs, SBC KANSAS shall provide 251(c)(3) UNE VG/DSO Dedicated Transport and 251(c)(3) UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

8.2 "Dedicated Transport" is defined as SBC interoffice transmission facilities between wire centers or switches owned by SBC KANSAS, or between wire centers or switches owned by SBC KANSAS and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

8.2.1 SBC KANSAS is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of SBC KANSAS wire centers.

8.2.2 A "route" is defined as a transmission path between one of SBC KANSAS' wire centers or switches and another of SBC KANSAS' 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.

8.3 Intentionally Left Blank

8.4 Subject to the caps set forth in Sections 8.8.5 and 8.8.6, Unbundled Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes where UNE Dedicated Transport has not been Declassified. SBC KANSAS will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

8.5 Other optional features available to CLEC with unbundled Dedicated Transport are listed in Appendix Pricing.

8.6 Routine Network Modifications

8.6.1 SBC KANSAS shall make routine network modifications to 251(c)(3) unbundled Dedicated Transport ("UDT") facilities used by CLEC where the requested 251(c)(3) UDT facilities have already been constructed. SBC KANSAS shall perform routine network modifications to 251(c)(3) UDT facilities in a nondiscriminatory fashion, without regard to whether the 251(c)(3) UDT facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

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

cable for a requesting telecommunications carrier, and SBC KANSAS is not obligated to perform those activities for CLEC.

8.6.3 Notwithstanding anything to the contrary herein, SBC KANSAS obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.

8.7 Diversity

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

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

8.8 DS1 Declassification -- Subject to the cap described in Section 8.8.3, SBC KANSAS shall provide CLEC with access to UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC KANSAS must provide UNE DS1 Dedicated Transport under this Agreement only 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. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE DS1 Dedicated Transport on such route(s).

8.8.1 DS3 Declassification -- Subject to the cap described in Section 8.8.4, SBC KANSAS shall provide CLEC with access to UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC KANSAS must provide UNE DS3 Dedicated Transport 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 DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE DS3 Dedicated Transport on such route(s).

8.8.2 CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE Dedicated Transport circuit satisfies the availability criteria set forth in Sections 8.8 and 8.8.1 above prior to submitting its order to SBC KANSAS. SBC KANSAS has posted and will post a list to its CLEC-Online website, identifying the wire centers where routes for DS1 and DS3 UNE Dedicated Transport are Declassified under Sections 8.8 and 8.8.1, above, and those Sections shall apply. For situations where SBC KANSAS' posted list does not identify a wire center(s) relevant to CLEC's order for DS1 or DS3 UNE Dedicated Transport, CLEC shall self-certify that based on that reasonable inquiry it is CLEC's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Sections 8.8 or 8.8.1, as applicable, to the particular UNE(s) sought. If CLEC's self-certification complies with this Section, SBC KANSAS shall provision the requested DS1 or DS3 transport circuit in accordance with CLEC's order and within SBC KANSAS' standard ordering interval applicable to such circuits. SBC KANSAS shall have the right to contest such orders, and CLEC's ability to obtain a requested DS1 or DS3 UNE Dedicated Transport only after provisioning, by notifying CLEC in writing of its dispute and, if the Parties are unable to resolve the dispute

to both Parties' satisfaction within 30 days of SBC KANSAS' written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that CLEC was not entitled to the provisioned DS1 or DS3 UNE Dedicated Transport, the rates paid by CLEC for the affected Transport shall be subject to true-up and CLEC shall be required to transition from the UNE DS1 or DS3 Transport to an alternative service/facility within 30 days of such determination. If CLEC does not transition the Transport within the 30 day period, then SBC KANSAS, without further notice or liability, may disconnect the Transport.

8.8.3 DS3 Transport "Caps" -- SBC KANSAS is not obligated to provide to CLEC more than twelve(12) DS3 UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at SBC KANSAS' option it may accept the order, but convert any requested DS3 UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

8.8.4 DS1 Transport "Caps" CLEC may obtain a maximum of 10 DS1 Dedicated Transport circuits on each route for which SBC KANSAS is not required to provide DS3 Dedicated Transport, but is required to provide DS1 Dedicated Transport. CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 UNE Dedicated Transport circuits on a route to which the cap applies. If, notwithstanding this Section, CLEC submits such an order, at SBC KANSAS's option it may accept the order, but convert any requested DS1 UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.

8.8.5 Effect on Embedded Base. Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as UNEs under this Agreement, SBC KANSAS will provide written notice to CLEC of such Declassification and at the end of the thirty (30) day notice period, unless CLEC has submitted an LSR and/or ASR, as applicable, to SBC KANSAS requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, SBC KANSAS shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as SBC KANSAS and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and SBC KANSAS have failed to reach agreement as to a substitute service within such thirty (30) day period, then SBC KANSAS may disconnect the subject UNE(s) or combination of UNEs.

8.8.5.1 Where such UNE(s) or combination of UNEs are converted to an analogous access service, SBC KANSAS shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of SBC KANSAS' applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. CLEC shall pay all applicable termination charges, if any, for any such UNE(s) or combination of UNEs that CLEC requests SBC KANSAS to disconnect, or that SBC KANSAS disconnects as a result of the Parties' failure to reach agreement on a substitute service.

8.8.5.2 Products provided by SBC KANSAS in conjunction with UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section —where such Transport is Declassified.

8.8.6 The Parties agree that activity by SBC KANSAS under this Section 8.8 shall not be subject to the Network Disclosure Rules.

8.9 Transition for existing Section 251 unbundled DS1 and DS3 Transport See "Embedded Base Rider"

9.0 DIGITAL CROSS-CONNECT SYSTEM (DCS)

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

10.0 911 OR E911 DATABASE

10.1 Access to the SBC KANSAS 911 or E911 call related databases will be provided as described in the 251(c)(3) 911 and E911 Appendix.

11.0 CROSS-CONNECTS

11.1 The cross connect is the media between the SBC KANSAS distribution frame and a CLEC designated collocated space, UNE Access Method, Subloop Access Method, or other SBC KANSAS Unbundled Network Elements purchased by CLEC.

11.2 SBC KANSAS offers a choice of loop cross connects with each unbundled loop type detailed in Appendix Pricing. SBC KANSAS will charge CLEC the appropriate rate as shown on Appendix Pricing UNE – Schedule of Prices labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing".

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

11.3.1 2-Wire Analog Loop to Collocation
11.3.2 2-Wire Analog Loop to UNE Connection Methods point of access
11.3.3 2-Wire Analog Loop to Collocation (without testing)
11.3.4 4-Wire Analog Loop to Collocation
11.3.5 4-Wire Analog Loop to UNE Connection Methods point of access
11.3.6 4-Wire Analog Loop to Collocation (without testing)
11.3.7 2-Wire Digital Loop to Collocation
11.3.8 2-Wire Digital Loop to UNE Connection Methods point of access
11.3.9 2-Wire Digital Loop to Collocation (without testing)
11.3.10 Intentionally Left Blank
11.3.11 Intentionally Left Blank
11.3.12 DS1Digital Loop to Collocation/Mux
11.3.13 DSL Shielded Cross Connect to Collocation
11.3.14 2-Wire DSL non-shielded cross connect to Collocation
11.3.11 4-Wire DSL non-shielded cross connect to Collocation
11.3.16 DS3 loop to Collocation

11.4 The applicable dedicated transport cross connects include:

11.4.1 DS-1 to Collocation
11.4.2 DS-1- to mux

11.4.3 DS-1 to loop
11.4.4 DS-3 to Collocation
11.4.5 DS-3 to mux
11.4.6 DS-3 to loop
11.4.7 Dark fiber transport to Collocation

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

11.6 SBC KANSAS offers the choice of cross connects with subloop elements as detailed in Appendix Pricing. SBC KANSAS will charge CLEC the appropriate rate as shown on Appendix Pricing 251(c)(3) UNE – Schedule of Prices labeled "Subloop Cross Connect".

11.7 Cross connects must also be ordered with Unbundled Dedicated Transport (UDT).

11.7.1 SBC KANSAS will charge CLEC the applicable rates as shown on Appendix Pricing – Network Elements - Schedule of Prices labeled "Dedicated Transport Cross Connect". Available cross connects with UDT are detailed in Appendix Pricing:

11.7.2 When CLEC purchases Interoffice dark fiber, CLEC will pay the charges shown on Appendix Pricing – Network Elements - Schedule of Prices labeled "Dark Fiber to Collocation Cross Connects".

12.0 ADDITIONAL REQUIREMENTS APPLICABLE TO UNBUNDLED NETWORK ELEMENTS

This Section 12 sets forth additional requirements for Unbundled Network Elements which SBC KANSAS agrees to offer to CLEC under this Agreement.

12.1 SBC KANSAS will offer unbundled local loops with and without automated testing and monitoring services where technically feasible. If a CLEC uses its own testing and monitoring services, SBC KANSAS still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

12.2 Synchronization

12.2.1 Definition:

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

12.2.2 Technical Requirements

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

13.0 PRICING

13.1 Price Schedules

Attached hereto as Appendix Pricing – Network Elements is a schedule which reflects the prices at which SBC KANSAS agrees to furnish unbundled Network Elements.

APPENDIX PRICING – 251(c)(3) UNE

1.0 APPLICATION OF PRICES

1.1 CLEC agrees to compensate SBC KANSAS for use of 251(c)(3) Unbundled Network Elements (UNEs) at the rates contained in the Schedule of Prices in this Agreement.

1.2 Unless otherwise stated, SBC KANSAS will render a monthly bill for UNEs provided hereunder. Remittance in full will be due consistent with Section 10 of the General Terms and Conditions.

1.3 The attached Schedule of Prices sets forth the prices that SBC KANSAS will charge CLEC for UNEs and certain other items (e.g. Compensation Rates, Hosting Charges, E911 Charges).

1.4 Except for requests that are expressly made subject to the BFR process described in Section 2.37 of Attachment 6 ("BFR Elements"), CLEC may order, and SBC KANSAS will provide, all Attachment 6 Elements on the basis of the attached Schedule of Prices. The Parties agree that the Appendix Pricing UNE - Schedule of Prices contains a complete list of rate elements and charges associated with UNEs and other items, if any, offered by SBC KANSAS pursuant to this Agreement. This paragraph does not limit or expand the use of the BFR Process.

1.5 Zone 1 includes Rate Groups 1, 2, and 3 (rural) as defined in SBC KANSAS' Local Exchange Tariff. Zone 2 includes Rate Groups 4, 5,and 6 (suburban) as defined in SBC KANSAS' Local Exchange Tariff. Zone 3 includes Rate Groups 7 and 8 (urban) as defined in SBC KANSAS' Local Exchange Tariff.

2.0 RECURRING CHARGES

2.1 Recurring Charges, where applicable, are as shown in Appendix-Pricing-UNE.

2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.

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

3.0 NON-RECURRING CHARGES

3.1 Non-recurring charges for UNEs are included on Appendix Pricing UNE - Schedule of Prices.

3.2 SBC KANSAS offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Network Element".

3.2.1 The charges described in this Section are separate and distinct from the charges described immediately above. When an existing CLEC UNE customer changes the Presubscribed Interexchange Carrier (PIC), a single charge will apply. For additional PIC changes on that same order, SBC KANSAS will charge for each additional PIC.

3.3 Simple and Complex Service Orders

3.3.1 Appendix Pricing UNE – Schedule of Prices lists a "Simple" and "Complex" price for each Service Order type. Those prices will be applied in accordance with the definitions of Simple and Complex Service Orders set forth below.

3.3.2 Simple and complex Service Order: If SBC KANSAS handles an electronically placed order on a flow-through to completion basis, the order is simple. All other electronically placed orders are complex. Manually submitted orders will also be billed as either simple or complex as appropriate to the service being ordered.

4.0 MAINTENANCE OF SERVICE, TIME AND MATERIALS, AND NON PRODUCTIVE DISPATCH CHARGES

4.1 If CLEC requests or approves an SBC KANSAS technician to perform special installation, maintenance, or conversion services for Unbundled Network Elements excluding services which SBC KANSAS is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.

4.2 If CLEC provides its own testing for UNEs and its testing produces incorrect information which results in SBC KANSAS dispatching a repair crew unnecessarily, then CLEC will pay SBC KANSAS a non productive dispatch charge.

4.3 Consistent with Attachment 8 Maintenance UNE, if CLEC determines that trouble has occurred in SBC KANSAS' equipment and/or facilities, CLEC will issue a trouble report to SBC KANSAS.

4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SBC KANSAS dispatches personnel to the end user's premises or a SBC KANSAS central office and trouble was not caused by SBC KANSAS' facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

4.5 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a UNE and SBC KANSAS dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SBC KANSAS or in detariffed CPE provided by SBC KANSAS, unless covered under a separate maintenance agreement.

4.6 If CLEC issues a trouble report allowing SBC KANSAS access to the end user's premises and SBC KANSAS personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SBC KANSAS personnel are allowed access to the premises, the Non Productive Dispatch charges will still apply.

4.7 Time and Materials and/or Maintenance of Service and/or Non Productive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. 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 considered to be Monday through Friday 8 a.m. to 5 p.m. (CT) which is SBC KANSAS' normally scheduled work day. SBC KANSAS' normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of SBC KANSAS' normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with SBC KANSAS' normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SBC KANSAS employee is necessary.

4.8 SBC KANSAS will bill CLEC Time and Materials, Non Productive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.

4.9 SBC KANSAS will manage costs of Time and Materials, Non Productive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with SBC KANSAS' internal management of those costs.

4.10 Charges for services contained in this section are listed in Appendix Pricing UNE - Schedule of Prices labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".

SBC KANAS/NUVOX COMMUNICATIONS OF KANSAS, INC.

UNE/Service	MONTHLY RATE KANSAS		Nonrecurring Rate First Kansas		Nonrecurring Rate Additional Kansas	
Network Interface Device						
Disconnect Loop from inside wiring, per NID	None		$ 15.37	(11)	$ 10.25	(11)
Unbundled Loops						
2W Analog Zone 1	$ 23.34	(1)	$ 23.06	(11)	$ 10.88	(11)
2W Analog Zone 2	$ 13.64	(1)	$ 23.06	(11)	$ 10.88	(11)
2W Analog Zone 3	$ 11.86	(1)	$ 23.06	(11)	$ 10.88	(11)
Conditioning for dB Loss	$ 7.81	(1)	$ 17.54	(11)	$ 8.58	(11)
4W Analog Zone 1	$ 41.76	(1)	$ 47.60	(11)	$ 23.00	(11)
4W Analog Zone 2	$ 23.94	(1)	$ 47.60	(11)	$ 23.00	(11)
4W Analog Zone 3	$ 19.44	(1)	$ 47.60	(11)	$ 23.00	(11)
2W Digital Zone 1	$ 32.21	(2)	$ 15.03	(11)	$ 6.22	(11)
2W Digital Zone 2	$ 18.82	(2)	$ 15.03	(11)	$ 6.22	(11)
2W Digital Zone 3	$ 16.37	(2)	$ 15.03	(11)	$ 6.22	(11)
DS1 Digital Zone 1	$ 88.48	(1)	$ 68.40	(11)	$ 27.25	(11)
DS1 Digital Zone 2	$ 70.26	(1)	$ 68.40	(11)	$ 27.25	(11)
DS1 Digital Zone 3	$ 64.78	(1)	$ 68.40	(11)	$ 27.25	(11)
DS3 Loop Zone 1 (Rural)	$ 953.29		$ 776.69		$ 343.67	
DS3 Loop Zone 2 (Suburban)	$ 946.01		$ 776.69		$ 343.67	
DS3 Loop Zone 3 (Urban)	$ 709.30		$ 776.69		$ 343.67	
xDSL Capable Loops						
2 Wire xDSL Loop Zone 1	$ 23.34		$ 23.06		$ 10.88	
2 Wire xDSL Loop Zone 2	$ 13.64		$ 23.06		$ 10.88	
2 Wire xDSL Loop Zone 3	$ 11.86		$ 23.06		$ 10.88	
4 Wire xDSL Loop Zone 1	$ 41.76		$ 47.60		$ 23.00	(12)
4 Wire xDSL Loop Zone 2	$ 23.94		$ 47.60		$ 23.00	(12)
4 Wire xDSL Loop Zone 3	$ 19.44		$ 47.60		$ 23.00	(12)
IDSL Capable Loops						
IDSL Loop Zone 1 (Rural)	$ 32.21		$ 15.03		$ 6.22	
IDSL Loop Zone 2 (Suburban)	$ 18.82		$ 15.03		$ 6.22	
IDSL Loop Zone 3 (Urban)	$ 16.37		$ 15.03		$ 6.22	
Loop Cross Connects - Shielded (with testing unless otherwise noted)						
Analog Loop to Collo 2W (same CO)	$ 1.47	(1)	$ 17.29	(11)	$ 17.29	(11)
Analog Loop to Collo 2W w/o testing (same CO)	$ 0.24	(1)	$ 13.69	(11)	$ 7.43	(11)
Analog Loop to Collo 4W (same CO)	$ 2.95	(1)	$ 29.56	(11)	$ 29.56	(11)
Analog Loop to Collo 4W w/o testing (same CO)	$ 0.48	(1)	$ 20.45	(11)	$ 13.80	(11)
Digital Loop to Collo 2W (same CO)	$ 1.47	(1)	$ 17.29	(11)	$ 17.29	(11)
Digital Loop to Collo 2W w/o testing (same CO)	$ 0.24	(1)	$ 17.29	(11)	$ 17.29	(11)
DS1 Digital Loop to Collo (same CO)	$ 11.30	(1)	$ 39.05	(11)	$ 32.15	(11)
DS1 Digital Loop to Collo w/o testing (same CO)	$ 11.30	(1)	$ 34.99	(11)	$ 29.04	(11)
Analog Loop to Collo/Mux 2W	$ 3.26	(1)	$ 17.29	(11)	$ 17.29	(11)
Analog Loop to Collo/Mux 2W w/o testing	$ 3.26	(1)	$ 17.29	(11)	$ 9.90	(11)
Analog Loop to Collo/Mux 4W	$ 4.54	(1)	$ 31.75	(11)	$ 30.45	(11)
Analog Loop to Collo/Mux 4W w/o testing	$ 4.54	(1)	$ 20.45	(11)	$ 13.80	(11)
Digital Loop to Collo/Mux 2W	$ 7.47	(1)	$ 17.29	(11)	$ 17.29	(11)
Digital Loop to Collo/Mux 2W w/o testing	$ 7.47	(1)	$ 17.29	(11)	$ 9.90	(11)
DS1 Digital Loop to Collo/Mux	$ 7.23	(1)	$ 34.91	(11)	$ 24.11	(11)
DS1 Digital Loop to Collo/Mux w/o testing	$ 7.23	(1)	$ 34.91	(11)	$ 13.80	(11)
DS3 Loop to collocation	$ 25.64		$ 143.08		$ 100.07	
xDSL Cross Connect Charge – Standard:						
2-wire Analog	$ 1.47	(12)	$ 17.29	(12)	$ 17.29	(12)
2-wire Analog w/o testing	$ 0.24	(1)	$ 13.69	(11)	$ 7.43	(11)
4-wire Analog	$2.95	(12)	$ 29.56	(12)	$ 29.56	(12)

SBC KANAS/NUVOX COMMUNICATIONS OF KANSAS, INC.

UNE/Service	MONTHLY RATE KANSAS		Nonrecurring Rate First Kansas		Nonrecurring Rate Additional Kansas	
4-wire Analog w/o testing	$ 0.48	(1)	$ 20.45	(11)	$ 13.80	(11)
2-wire Digital	$ 1.47	(12)	$ 17.29	(12)	$ 17.29	(12)
2-wire Digital w/o testing	$ 0.24	(1)	$ 17.29	(11)	$ 17.29	(11)
4-wire Digital	$ 7.23	(1)	$ 34.91	(11)	$ 24.11	(11)
4-wire Digital w/o testing	$ 7.23	(1)	$ 34.91	(11)	$ 13.80	(11)
xDSL Cross Connect Charge – Shielded:						
2-wire Analog	$ 0.68	(12)	$ 17.29	(12)	$ 17.29	(12)
2-wire Analog w/o testing	$ 0.24	(1)	$ 13.69	(11)	$ 7.43	(11)
4-wire Analog	$ 2.49	(12)	$ 29.56	(12)	$ 29.56	(12)
4-wire Analog w/o testing	$ 0.48	(1)	$ 20.45	(11)	$ 13.80	(11)
2-wire Digital	$ 1.47	(1)	$ 17.29	(11)	$ 17.29	(11)
2-wire Digital w/o testing	$ 0.24	(1)	$ 17.29	(11)	$ 17.29	(11)
4-wire Digital	$ 11.30	(1)	$ 39.05	(11)	$ 34.16	(11)
4-wire Digital w/o testing	$ 11.30	(1)	$ 34.99	(11)	$ 29.04	(11)
Subloop Distribution						
2W Analog Zone 1	$ 17.23	(1)	$ 80.81	(11)	$ 32.78	(11)
2W Analog Zone 2	$ 8.43	(1)	$ 80.81	(11)	$ 32.78	(11)
2W Analog Zone 3	$ 5.59	(1)	$ 80.81	(11)	$ 32.78	(11)
4W Analog Zone 1	$ 33.30	(1)	$ 88.99	(11)	$ 36.49	(11)
4W Analog Zone 2	$ 15.78	(1)	$ 88.99	(11)	$ 36.49	(11)
4W Analog Zone 3	$ 9.96	(1)	$ 88.99	(11)	$ 36.49	(11)
2W Digital Zone 1	$ 20.23	(1)	$ 88.16	(11)	$ 35.36	(11)
2W Digital Zone 2	$ 11.39	(1)	$ 88.16	(11)	$ 35.36	(11)
2W Digital Zone 3	$ 8.13	(1)	$ 88.16	(11)	$ 35.36	(11)
DS1 Digital Zone 1	$ 32.84	(1)	$ 127.88	(11)	$ 50.63	(11)
DS1 Digital Zone 2	$ 15.14	(1)	$ 127.88	(11)	$ 50.63	(11)
DS1 Digital Zone 3	$ 9.26	(1)	$ 127.88	(11)	$ 50.63	(11)
Subloop Cross Connect						
2W	$ -	(6)	$ 70.20	(11)	$ 46.35	(11)
4W	$ -	(6)	$ 78.50	(11)	$ 50.50	(11)
Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	None		$ 295.96		$ 112.32	(12)
DSL Conditioning Options						
**** All Conditioning Rates are Interim and subject to true-up.(cite 01-GIMT-032-GIT)**						
** Removal of Repeater (> than 12,000 kft <than 18,000 kft in length)	N/A		$ 610.45			(12)
** Removal of Excessive Bridged Tap and Repeater (> than 12,000 kft < than 18,000 kft in length)	N/A		$ 849.59			(12)
**Removal of Excessive Bridged Tap (> than 12,000 kft < than 18,000 kft in length)	N/A		$ 748.54			(12)
** Removal of Excessive Bridged Tap & Load Coil (> than 12,000 feet in length)	N/A		$ 1,108.76			(12)
** Removal of Load Coil (> than 12,000 kft < than 18,000 kft in length)	N/A		$ 883.94			(12)
** Removal of Repeater & Load Coil (> than 12,000 feet in length)	N/A		$ 100.00			(12)
** Removal of Repeater (> than 18,000 Kft in length)	N/A		$ 610.45			(12)
** Removal of Excessive Bridged Tap and Repeater (> than 18,000 kft in length)	N/A		$ 790.35			(12)
** Removal of Excessive Bridged Tap (> than 18,000 kft in length)	N/A		$ 552.22			(12)

SBC KANAS/NUVOX COMMUNICATIONS OF KANSAS, INC.

UNE/Service	MONTHLY RATE KANSAS		Nonrecurring Rate First Kansas		Nonrecurring Rate Additional Kansas	
** Removal of Excessive Bridged Tap & Load Coil (> than 18,000 kft in length)	N/A		$ 750.96			(12)
** Removal of Load Coil (> than 18,000 kft in length)	N/A		$ 567.37			(12)
** Removal of Repeater & Load Coil (> than 18,000 kft in length)	N/A		$ 100.00			(12)
Line & Station Transfer	N/A					
Simple			$ 39.45		$ 18.46	
Complex			$ 90.85		$ 68.04	
Loop Qualification for DSL						
Manual Loop Qualification			$ 25.65		$ -	(12)
Mechanized Loop Qualification			$ 0.06		$ -	(12)
Interoffice Dedicated Transport						
VG Interoffice Transport - Urban Term.	$ 12.74	(6)	$ 17.88	(11)	$ 17.88	(11)
VG Interoffice Transport - Suburban Term.	$ 12.89	(6)	$ 17.88	(11)	$ 17.88	(11)
VG Interoffice Transport - Rural Term.	$ 13.25	(6)	$ 17.88	(11)	$ 17.88	(11)
VG Interoffice Transport - Interzone Term.	$ 13.87	(6)	$ 17.88	(11)	$ 17.88	(11)
VG Interoffice Transport - Urban Mile	$ 0.011	(6)			N/A	
VG Interoffice Transport - Suburban Mile	$ 0.057	(6)	N/A	(11)	N/A	(11)
VG Interoffice Transport - Rural Mile	$ 0.113	(6)	N/A	(11)	N/A	(11)
VG Interoffice Transport - Interzone Mile	$ 0.057	(6)	N/A	(11)	N/A	(11)
DS1 Interoffice Transport - Urban Term.	$ 40.78	(1)	$ 136.65	(11)	$ 78.80	(11)
DS1 Interoffice Transport - Suburban Term.	$ 44.59	(1)	$ 136.65	(11)	$ 78.80	(11)
DS1 Interoffice Transport - Rural Term.	$ 51.89	(1)	$ 136.65	(11)	$ 78.80	(11)
DS1 Interoffice Transport - Interzone Term.	$ 46.86	(1)	$ 136.65	(11)	$ 78.80	(11)
DS1 Interoffice Transport - Urban Mile	$ 0.32	(1)	N/A	(11)	N/A	(11)
DS1 Interoffice Transport - Suburban Mile	$ 0.72	(1)	N/A	(11)	N/A	(11)
DS1 Interoffice Transport - Rural Mile	$ 1.53	(1)	N/A	(11)	N/A	(11)
DS1 Interoffice Transport - Interzone Mile	$ 0.35	(1)	N/A	(11)	N/A	(11)
DS3 Interoffice Transport - Urban Term.	$ 478.64	(1)	$ 158.10	(11)	$ 97.75	(11)
DS3 Interoffice Transport - Suburban Term.	$ 596.55	(1)	$ 158.10	(11)	$ 97.75	(11)
DS3 Interoffice Transport - Rural Term.	N/A	(1)	$ 158.10	(11)	$ 97.75	(11)
DS3 Interoffice Transport - Interzone Term.	$ 512.30	(1)	$ 158.10	(11)	$ 97.75	(11)
DS3 Interoffice Transport - Urban Mile	$ 12.83	(1)	N/A	(11)	N/A	(11)
DS3 Interoffice Transport - Suburban Mile	$ 17.51	(1)	N/A	(11)	N/A	(11)
DS3 Interoffice Transport - Rural Mile	N/A	(1)	N/A	(11)	N/A	(11)
DS3 Interoffice Transport - Interzone Mile	$ 2.85	(1)	N/A	(11)	N/A	(11)
Dedicated Transport Cross Connect						
DS1	$ 7.12	(1)	$ 73.88	(11)	$ 60.23	(11)

SBC KANAS/NUVOX COMMUNICATIONS OF KANSAS, INC.

UNE/Service	MONTHLY RATE KANSAS		Nonrecurring Rate First Kansas		Nonrecurring Rate Additional Kansas	
DS3	$ 23.61	(1)	$ 68.75	(11)	$ 50.55	(11)
Voice Grade 2W	$ 11.15	(4)	$ 184.09	(11)	$ 150.11	(11)
VG 4W	$ 4.05	(6)	$ 53.06	(11)	$ 38.50	(11)
Multiplexing						
VG to DS1	$ 119.03	(1)	$ 96.84	(11)	$ 48.51	(11)
DS1 to DS3	$ 359.83	(1)	$ 777.51	(11)	$ 439.79	(11)
Dark Fiber Interoffice						
Mileage per Foor per strand						
Zone 1	$ 0.00440					(12)
Zone 2	$ 0.00385					(12)
Zone 3	$ 0.00377					(12)
Inquiry	NA		$ 656.67		$ 656.67	(12)
Termination Firm Order - per Strand Install	$ 74.83		$ 340.24		$ 340.24	(12)
Termination Firm Order - per Strand Disconnect	NA		$ 90.40		$ 90.40	(12)
Interoffice Cross-Connect per strand	$ 1.71	(3)	$ 56.50	(11)	$ 44.10	(11)
Service Order Charges - Unbundled Elements - Manual						
New Simple	None		$ 11.25	(11)	None	(11)
New Complex	None		$ 11.25	(11)	None	(11)
Change Simple	None		$ 11.25	(11)	None	(11)
Change Complex	None		$ 11.25	(11)	None	(11)
Record Simple	None		$ 11.25	(11)	None	(11)
Record Complex	None		$ 11.25	(11)	None	(11)
Disconnect Simple	None		$ 11.25	(11)	None	(11)
Disconnect Complex	None		$ 11.25	(11)	None	(11)
Suspend/Restore Simple	None		$ 11.25	(11)	None	(11)
Suspend/Restore Complex	None		$ 11.25	(11)	None	(11)
Expedited Simple	None		$ 11.25	(11)	None	(11)
Expedited Complex	None		$ 11.25	(11)	None	(11)
Customer Not Ready Simple	None		$ 11.25	(11)	None	(11)
Customer Not Ready Complex	None		$ 11.25	(11)	None	(11)
Due Date Change or Cancellation Simple	None		$ 11.25	(11)	None	(11)
PIC Change Charge	None		$ 2.58	(11)	(on same order) $0.05	(11)
Due Date Change or Cancellation Complex	None		$ 11.25	(11)	None	(11)
Mechanized UNE Service Order Charge	None		$ 2.35	(11)	None	(11)
Maintenance of Service Charges						
Basic Time - per half hour	None		$ 46.76	(11)	$ 29.97	(11)
Overtime - per half hour	None		$ 58.35	(11)	$ 37.70	(11)
Premium Time - per half hour	None		$ 69.94	(11)	$ 45.42	(11)
Time and Materials Charges						
Basic Time - per half hour	None		$ 46.76	(11)	$ 29.97	(11)
Overtime - per half hour	None		$ 58.35	(11)	$ 37.70	(11)
Premium Time - per half hour	None		$ 69.94	(11)	$ 45.42	(11)
Nonproductive Dispatch Charges						
Basic Time - per half hour	None		$ 46.76	(11)	$ 29.97	(11)
Overtime - per half hour	None		$ 58.35	(11)	$ 37.70	(11)
Premium Time - per half hour	None		$ 69.94	(11)	$ 45.42	(11)
Miscellaneous						
Performance Data	ICB	(6)	ICB	(6)	ICB	
Special Request Processing	ICB	(6)	ICB	(6)	ICB	
BCR						
Per local message	$ 0.080	(4)	None		None	
Per interstate local message	$ 0.050	(4)	None		None	
Clearinghouse						
Per originating message	$ 0.020	(4)	None		None	
Per end user message billed	$ 0.050	(4)	None		None	

SBC KANAS/NUVOX COMMUNICATIONS OF KANSAS, INC.

UNE/Service	MONTHLY RATE KANSAS		Nonrecurring Rate First Kansas		Nonrecurring Rate Additional Kansas	
Recording						
Recording/Access Usage Rec.	$ 0.010	(4)	None		None	
Assembly and Editing per Mssg	$ 0.005	(4)	None		None	
Rating per Mssg	$ 0.005	(4)	None		None	
Message Processing per Mssg	$ 0.005	(4)	None		None	
Provision of Mess. Detail / rec.	$ 0.003	(4)	None		None	
Source Info Provided per rec. furnished - meet point billing applicable	$ 0.001150	(4)	None		None	
Source Info Provided per rec. furnished - meet point billing not applicable	$ 0.023	(4)	None		None	
Hosting						
Full Status RAO Company - Hosting Company Network per billable mssg	$ 0.0020	(4)	None		None	
Full Status RAO Company - Nat'l CMDS Network per billable mssg	$ 0.0050	(4)	None		None	
Non-Full Status RAO Company - Hosting Company Network per billable mssg	$ 0.0070	(4)	None		None	
Non-Full Status RAO Company - Nat'l CMDS Network per billable mssg	$ 0.0010	(4)	None		None	
Non-Full Status RAO Company - Delivery per record charge per billable mssg.	$ 0.0030	(4)	None		None	
E911						
Trunk Charge per channel	$ 22.86	(1)	$ 312.00	(1)	$ 312.00	(1)
INTERCARRIER COMPENSATION						
The following rates are applicable for Section 251(b)(5) Traffic if **Option 1** is elected:						
End Office Switching						
Zone 3/Urban, per MOU	$ 0.001310	(1)	None		None	
Zone 2/Suburban, per MOU	$ 0.001690	(1)	None		None	
Zone 1/Rural, per MOU	$ 0.002530	(1)	None		None	
Tandem Switching						
Duration charge, per MOU	$ 0.000789	(1)	None		None	
Tandem Transport Termination						
Termination MOU Zone 3 (Urban)	$ 0.000157	(1)	None		None	
Termination MOU Zone 2 (Suburban)	$ 0.000171	(1)	None		None	
Termination MOU Zone 1 (Rural)	$ 0.000196	(1)	None		None	
Termination MOU Interzone	$ 0.000186	(1)	None		None	
Tandem Transport Facility Mileage						
Facilities per mile per MOU Zone 3 (Urban)	$ 0.000001	(1)	None		None	
Facilities per mile per MOU Zone 2 (Suburban)	$ 0.000003	(1)	None		None	
Facilities per mile per MOU Zone 1 (Rural)	$ 0.000006	(1)	None		None	
Facilities per mile per MOU Interzone	$ 0.000001	(1)	None		None	
Blended Transport						
Zone 3 (Urban)	$ 0.0004007	(1)	None		None	
Zone 2 (Suburban)	$ 0.0004287	(1)	None		None	
Zone 1 (Rural)	$ 0.0004747	(1)	None		None	
Interzone	$ 0.0004297	(1)	None		None	
Rate for Presumed ISP-Bound Traffic as per FCC 01-131	$ 0.0007	(1)	None		None	
Optional Calling Area (OCA) Service Compensation per MOU						
Zone 3 (Urban)	$0.002280	(1)				
Zone 2 (Suburban)	$0.002721	(1)				
Zone 1 (Rural)	$0.003658	(1)				
The following rates are applicable for Section 251(b)(5) Traffic and ISP-Bound Traffic if **Option 2** is elected:						

SBC KANAS/NUVOX COMMUNICATIONS OF KANSAS, INC.

UNE/Service	MONTHLY RATE KANSAS		Nonrecurring Rate First Kansas		Nonrecurring Rate Additional Kansas	
Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	$ 0.0007	(1)	None		None	
Optional Calling Area (OCA) Service Compensation per MOU						
Zone 3 (Urban)	$0.002280	(1)				
Zone 2 (Suburban)	$0.002721	(1)				
Zone 1 (Rural)	$0.003658	(1)				
The following rates are applicable for In-Balance Section 251(b)(5) Traffic and ISP-Bound Traffic if **Option 3** (Long Term Bill and Keep) is elected:						
End Office Switching						
Zone 3/Urban, per MOU	$0.00	(1)	None		None	
Zone 2/Suburban, per MOU	$0.00	(1)	None		None	
Zone 1/Rural, per MOU	$0.00	(1)	None		None	
Tandem Switching						
Duration charge, per MOU	$0.00	(1)	None		None	
Tandem Transport Termination						
Termination MOU Zone 3 (Urban)	$0.00	(1)	None		None	
Termination MOU Zone 2 (Suburban)	$0.00	(1)	None		None	
Termination MOU Zone 1 (Rural)	$0.00	(1)	None		None	
Termination MOU Interzone	$0.00	(1)	None		None	
Tandem Transport Facility Mileage						
Facilities per mile per MOU Zone 3 (Urban)	$0.00	(1)	None		None	
Facilities per mile per MOU Zone 2 (Suburban)	$0.00	(1)	None		None	
Facilities per mile per MOU Zone 1 (Rural)	$0.00	(1)	None		None	
Facilities per mile per MOU Interzone	$0.00	(1)	None		None	
Blended Transport						
Zone 3 (Urban)	$0.00	(1)	None		None	
Zone 2 (Suburban)	$0.00	(1)	None		None	
Zone 1 (Rural)	$0.00	(1)	None		None	
Interzone	$0.00	(1)	None		None	
Rate for Presumed ISP-Bound Traffic as per FCC 01-131	$0.00	(1)	None		None	
Optional Calling Area (OCA) Service Compensation per MOU						
Zone 3 (Urban)	$0.002280	(1)				
Zone 2 (Suburban)	$0.002721	(1)				
Zone 1 (Rural)	$0.003658	(1)				
Transit Compensation						
Zone 3/Urban	$0.000953	(1)	None		None	
Zone 2/Suburban	$0.000981	(1)	None		None	
Zone 1/Rural	$0.001027	(1)	None		None	
Tandem Switching	$0.000789	(1)	None		None	
White Pages Listings						
Zone 1/Rural	$ 0.490	(1)	None		None	
Zone 2/Suburban	$ 0.1092	(1)	None		None	
Zone 3	$ 0.1092	(1)	None		None	
NRC to enter or delete	N/A		$ 0.330	(1)	None	
Poles, Ducts, and Conduit						
Pole Attachment per pole per yr	$ 1.75	(8)	None		None	
Conduit Space, per duct ft. per yr	$ 0.59	(8)	None		None	
Inner Duct, per duct foot per year	$ 0.295	(8)	None		None	
Fee for Admin. Approval of requests for pole attach. and conduit space	$ 125.00	(6)	None		None	
INP Remote						
Per line	None	(6)	None		None	
Add'l Path	None	(6)	None		None	
INP Direct	None	(6)	None		None	

SBC KANAS/NUVOX COMMUNICATIONS OF KANSAS, INC.

UNE/Service	MONTHLY RATE KANSAS		Nonrecurring Rate First Kansas		Nonrecurring Rate Additional Kansas	
Number	None	(6)	None		None	
Trunk Termination	None	(6)	None		None	
D4 Channel Bank	None	(6)	None		None	
DID Nonrecurring per #	None	(6)	None		None	
DID NRC Transport per MOU	None	(6)	None		None	
INP Optional Additive	$.024 or $.0355 per MOU (or $6.25 per mo)	(6)	None		None	
Conversion Order Charges for Resold Services						
Mechanized Simple	None		$ 2.35	(1)	None	
Mechanized Complex	None		$ 2.35	(1)	None	
Simple Manual	None		$ 11.25	(1)	None	
Complex Manual	None		$ 11.25	(1)	None	
NXX Migration per NXX	None		$ 10,000.00	(4)	$ 10,000.00	(4)
Local Disconnect Report	$ 0.003	(6)	None	(6)	None	
Central Office Access Charge						
Residential	None	(6)	$ 16.35	(6)	None	(6)
Business	None	(6)	$ 21.30	(6)	None	(6)
OS/DA						
Charge per DA call	$ 0.355					
Directory Assistance Call Completion (DACC)Rate per completed call	$ 0.0337					
Charge per NDA call	$ 0.650					
DA Non-Pub Emergency Service	$ 2.000					
Semi Auto OS	$ 0.0166					
Operator Assisted per work sec	$ 0.0166					
Operator Services - Fully Automated Call Processing (Per completed automated call) including Fully Automated Collect, Bill to Third Number, and Calling Card Service	$ 0.135					
Line Status Verification	$ 0.0166					
Busy Line Interrupt	$ 0.0166					
Branding						
- Initial Load	NA		$ 1,800.00		NA	
- Subsequent Load	NA		$ 1,150.00		NA	
- Per Call	$ 0.0200	•	NA		NA	
OS Reference/Rate Service (initial)			$ 2,200.00			
DA Reference/Rate Service (initial)			$ 2,200.00			
OS Reference/Rate Service (subsequent)			$ 1,000.00			
DA Reference/Rate Service (subsequent)			$ 1,000.00			
Operator Handled Station-to-Station	$ 0.0166					
Operator Handled Person-to-Person	$ 0.0166					
Operator Transfer Service	$ 0.0166					
Reverse Directory Assistance (RDA)	$0.65					
Business Category Search (BCS)	$0.65					

(1) Prices determined by the KCC in Docket No. 97-SCCC-149-GIT

(2) Interim price determined by the KCC in Docket No. 97-SCCC-149-GIT subject to true-up pending further KCC review in Docket No. 01-GIMT-032-GIT..

(3) Interim price in an interconnection agreement approved by the KCC subject to true-up pending the out come ofDkt. 97-SCCC-149-GIT, Dkt. 99-SCCC-710-ARB, or Dkt. 00-DCIT-389-ARB.

(4) Interim price in an interconnection agreement approved by the KCC but prices are not pending review by the KCC at this time; subject to true-up if requested by a CLEC.

(5) Interim price in the T2A subject to true-up pending review of the KCC in Dkt. 97-SCCC-149-GIT.

(6) Interim price set in the T2A; not addressed in any Kansas interconnection agreement or proceedings; subject to true-up if requested by a CLEC.

(8) Price determined using the formula and methodology adopted by the FCC in CC Docket No. 86-212,

SBC KANAS/NUVOX COMMUNICATIONS OF KANSAS, INC.

UNE/Service	MONTHLY RATE KANSAS		Nonrecurring Rate First Kansas		Nonrecurring Rate Additional Kansas	
Amendment of Rules and Policies Governing the Attachment of Cable Television						
Hardware to Utility Poles (released July 23, 1987).						
(9) SWB will file a cost study 60 days from the date of CLEC's request for OC48 dedicated transport or						
90 days from deployment of OC192 or higher facilities in Kansas per KCC Order dated						
June 23, 2000 in Dkt. 97-SCCC-149-GIT.						
(10) In compliance with the SBC Communications, Inc. ("SBC") / Ameritech Merger Order, SWBT waives						
access and connectivity charges to its OSS to all CLECs in Kansas until October, 2002.						
See SBC/Ameritech Merger Order, 14 FCC Rcd at 15009-10, Appendix C, paragraph 35 and ,						
14 FCC Rcd at 15038 Appendix C, paragraph 74. Upon completion of merger conditions,						
the prices in section 15 of the Appendix Services/Prices are effective.						
(11) Discounted NRCs pursuant to the amended ex parte presentation filed by SWBT with the FCC						
on December 28, 2000 in CC Docket No. 00-217.						
(12) Prices determined by the KCC in Docket No. 01-GIMT-032-GIT.						

06 Exhibit A
SBC KANSAS

Available Commingled Arrangements	
Available = **X**	
Testing in Process = *	
Subject to Eligibility Criteria = #	
Commingled Arrangement	**KS**
UNE DS0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux	X
UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility #	X
UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux #	X
UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility #	X
UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service) #	X
UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 channel termination #	X
UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 channel termination #	X
UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity channel termination (i.e., SONET Service) #	X
Special Access DS0 channel termination connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux	X
Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport #	X
Special Access DS1 channel termination connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux #	X

ATTACHMENT 7: ORDERING AND PROVISIONING 251(C)(3) UNBUNDLED NETWORK ELEMENTS

1.0 GENERAL REQUIREMENTS

1.1 SBC KANSAS will provide pre-order, ordering and provisioning services to CLEC associated with 251(c)(3) unbundled Network Elements ("251(c)(3) UNEs"), pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning – 251(c)(3) Unbundled Network Elements.

1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing 251(c)(3) UNE – Schedule of Prices to Attachment 6.

1.3 CLEC may order, and SBC KANSAS will fill orders, for 251(c)(3) Unbundled Network Elements as defined in Attachment 6. Multiple individual Elements may be requested by CLEC from SBC KANSAS on a single Local Service Request (LSR) for a specific customer, without the need to have CLEC send an LSR for each Element.

1.4 CLEC may order, and SBC KANSAS will fill orders, for combinations of 251(c)(3) Unbundled Network Elementsand for the 251(c)(3) UNE portions for Commingling, as provided for and consistent with the defined requirements in Attachment 6. Combinations of 251(c)(3) Unbundled Network Elements may be requested by a CLEC from SBC KANSAS on a single LSR for a specific customer, without the need to have CLEC send an LSR for each Element. In accordance with the Change Management Process, SBC KANSAS agrees to provide additional electronic methods for ordering 251(c)(3) EELs on an LSR without need for a separate ASR as those ordering requirements are developed by the industry standard Ordering and Billing Forum.

1.5 For all 251(c)(3) Unbundled Network Elements and Combinations ordered under this Agreement, SBC KANSAS will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SBC KANSAS receives the service order from CLEC) to the services SBC KANSAS provides to its end users for an equivalent service. When 251(c)(3) UNEs are ordered in combination or the 251(c)(3) UNE is a portion of a Commingled Arrangement the 251(c)(3) portion of the service must be supported by all the functionalities provided to SBC KANSAS local exchange service customers. This will include but is not limited to, MLT testing, Dispatch scheduling, and Real time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner which meets the performance metrics SBC KANSAS achieves when providing the equivalent end user services to an end user.

1.6 CLEC and SBC KANSAS will use two types of orders to establish local service capabilities based upon a 251(c)(3) UNE architecture:

1.7 Provisioning orders, for capacities of DS-1 or less will be based upon OBF LSR forms, and will be used in ordering and provisioning Customer Specific 251(c)(3) unbundled Network Elements. SBC KANSAS agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) and Switch Element Form (formerly Port Form) developed by the OBF. Provisioning orders for capacities of DS3 and above will be submitted as mutually agreed to by the Parties, including, but not limited to, the use of ASRs. CLEC and SBC KANSAS will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.

1.8 SBC KANSAS will provide CLEC, upon request and not more than once per quarter, an electronic compare file that will contain the subscriber information stored in the SBC KANSAS 9-1-1 database for end-user customers served by CLEC through 251(c)(3) UNE switch ports. CLEC may request that electronic compare files be provided for all of CLEC's 251(c)(3) UNE switch port customer accounts in KANSAS

(sorted by NPA), or by specific NPA. At CLEC's option, SBC KANSAS will provide the electronic compare file on diskette, or by e-mail to CLEC. The compare file will be created in accordance with NENA standards on data exchange. Requests for electronic compare files will be processed by SBC KANSAS within 14 days of receipt of CLEC's request. CLEC will review the electronic compare file(s) for accuracy, and submit any necessary corrections to SBC KANSAS via the appropriate 911 listing correction process. Should CLEC wish to obtain the 911 compare file more frequently than once per quarter, terms and conditions for such additional access will be mutually agreed by the parties.

2.0 ORDERING AND PROVISIONING INTERFACE

2.1 Pre-order, Ordering and Provisioning requests for 251(c)(3) Unbundled Network Elements or 251(c)(3) Combinations provided by SBC KANSAS to CLEC will be transmitted to the SBC KANSAS Local Service Center (LSC). The SBC KANSAS will respond to CLEC calls with the same level of service that SBC KANSAS provides to their local exchange customers.

2.2 SBC KANSAS will provide a Single Point of Contact (SPOC) for all of CLEC's ordering, status inquiries or escalation, contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. (CST) Monday through Friday (except holidays). SBC KANSAS will respond to emergency requests for after hours provisioning via the LOC 24 hrs/day, 7 days a week.

2.2.1 SBC KANSAS will provide ordering and provisioning services to CLEC for 251(c)(3) Unbundled Network Elements Monday through Friday from 8 a.m. to 5:30 p.m. (CST) through the LSC or the LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SBC KANSAS provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8:00 a.m. to 5:30 p.m. (CST),) ordering, and provisioning services. If CLEC requests that SBC KANSAS perform such services, SBC KANSAS will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If CLEC accepts SBC KANSAS' quote, SBC KANSAS will perform such services to CLEC in the same manner as it does for itself and will bill CLEC for the actual hours worked and materials used.

2.3 SBC KANSAS will also provide to CLEC a toll free nationwide telephone number to the IS Call Center for issues connected to the electronic system interfaces (operational from 8:00 a.m. to 9:00 p.m. CST, Monday through Friday) and 8:00 a.m. to 5:00 p.m. (Central Time) Saturday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of 251(c)(3) Unbundled Network Elements. Information Service Call Center (ISCC) help desk function for electronic system interfaces for all off shift hours are covered via on-call pager. These hours of operation will continue to be posted to CLEC OnLine website and are subject to change through the Change Management Process.

3.0 SBC KANSAS will recognize CLEC as the customer of record for all 251(c)(3) Unbundled Network Elements ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.

3.1 SBC KANSAS will provide the following to CLEC upon request:

3.1.1 Designed Layout Record Card for designed 251(c)(3) Unbundled Network Elements;

3.1.2 Where SBC KANSAS is not the Central Office Code Administrator, to the extent the information is not available to CLEC in the same manner it is available to SBC KANSAS, SBC KANSAS will provide copies of notices containing information received by SBC KANSAS to CLEC.

3.2 Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquires to the other Party at a telephone number provided by that Party (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s)

provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

3.3 Each Party will work together via the CLEC User Forum to share issues and address concerns regarding processes which impact the Parties. The CLEC User Forum is the primary process for each Party to address non-OSS issues that impact daily business practices of multiple LECs. The Account Manager is the primary contact for each Party to address non-OSS issues that impact the daily business practices for a specified LEC.

3.4 SBC KANSAS and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.

3.5 SBC KANSAS and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SBC KANSAS procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer all misdirected calls that CLEC receives from SBC customers to a SBC KANSAS designated number. CLEC and SBC KANSAS will agree on the scripts to be used for this purpose.

4.0 ORDERING REQUIREMENTS

4.1 Upon CLEC's request through a Suspend/Restore order, SBC KANSAS will suspend or restore the functionality of any 251(c)(3) unbundled Switch Port for any CLEC local service customer. In such instances, all 251(c)(3) unbundled Network Elements provided by SBC KANSAS will remain intact. SBC KANSAS will implement any restoration priority for 251(c)(3) unbundled Local Switching in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures. The charge for a Suspend/Restore order is reflected in Attachment 6, Appendix Pricing 251(c)(3) UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element."

4.2 SBC KANSAS will provide to CLEC the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk to the extent that SBC KANSAS provides such blocking capabilities to its customers and to the extent required by law.

4.3 Intentionally Left Blank

4.4 Unless otherwise directed by CLEC, SBC KANSAS will make every attempt to insure that all pre-assigned trunk or telephone numbers currently associated with that Element will be retained. To the extent such losses occur, SBC KANSAS will work cooperatively with CLEC to remedy such occurrences over time.

4.4.1 When SBC KANSAS has initiated a suspension on a SBC KANSAS end user's account or disconnects an end user for nonpay, SBC KANSAS will not release the telephone number being used by the end user until such time as the end user's account has been paid in full. Conversely, SBC KANSAS agrees that when CLEC initiates a suspension on one of its end user's accounts or disconnects its end user for nonpay, SBC KANSAS will abide by the same provisions regarding telephone number release.

4.5 SBC KANSAS will provide CLEC with standard provisioning intervals for all 251(c)(3) unbundled Network Elements and combinations as compared to SBC KANSAS customers for equivalent service. These intervals are found in Attachment 17.

4.6 For 251(c)(3) unbundled Local Switching, SBC KANSAS will update the E911 service provider information and establish primary directory listing, in accordance with Attachment 19: White Pages Listings, appropriate for the 251(c)(3) unbundled Local Switching from CLEC's service order.

4.7 On a conversion as specified order, SBC KANSAS will not require CLEC to provide data that SBC KANSAS has not made available to CLEC, or that CLEC does not have reasonable access to otherwise.

5.0 PROVISIONING REQUIREMENTS

5.1 Except in the event an CLEC local service customer changes their local service provider to another LSP or SBC KANSAS, SBC KANSAS may not initiate any CLEC end user requested disconnection or rearrangement of 251(c)(3) Unbundled Network Elements or 251(c)(3) Combinations unless directed by CLEC. Any CLEC customer who contacts SBC KANSAS regarding a change in CLEC service will be advised to contact CLEC. Any SBC KANSAS customer who contacts CLEC regarding a change in SBC KANSAS service will be advised to contact SBC KANSAS. In those instances when any CLEC local service customer changes their local service provider to another LSP or SBC KANSAS, CLEC will be notified as described in the Line Loss Notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.

5.2 Upon request from CLEC, SBC KANSAS will provide an intercept referral message that includes any new telephone number of an CLEC end user for the same period of time that SBC KANSAS provides such messages for its own end users. CLEC and SBC KANSAS will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SBC KANSAS for its own end users.

5.3 Where available, SBC KANSAS will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of 251(c)(3) Unbundled Network Elements or 251(c)(3) Combinations or the 251(c)(3) UNE portion of a Commingled Arrangement ordered by CLEC.

5.4 Any written "leave behind" materials that SBC KANSAS technicians provide to CLEC local customers will be non-branded materials that do not identify the work being performed as being SBC KANSAS'. These materials will include, without limitation, non-branded forms for the customer and non-branded "not at home" cards. "CLEC branded" materials, to be utilized by SBC KANSAS installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SBC KANSAS by and at the sole expense of CLEC. SBC KANSAS will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SBC KANSAS, including individual SBC KANSAS technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SBC KANSAS or the technician.

5.5 SBC KANSAS technicians will refer CLEC local customers to their local service provider, if an CLEC local customer requests a change to service at the time of installation. When a SBC KANSAS employee visits the premises of a CLEC local customer, the SBC KANSAS employee must inform the customer that he or she is there acting on behalf of their CLEC.

5.6 SBC KANSAS will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC's approval prior to commencing construction under an CLEC order for such service.

5.7 When CLEC orders 251(c)(3) Elements or 251(c)(3) Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of 251(c)(3) Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Appendix Pricing 251(c)(3) – Schedule of Prices.

5.7.1 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when CLEC orders all the SBC KANSAS Network Elements required to convert a SBC KANSAS end-user customer or an CLEC resale customer to CLEC 251(c)(3) unbundled Network Elements service (a) without any change in features or functionality that was being provided by SBC KANSAS (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature~~,~~ (e.g., call waiting).. (This section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant SBC KANSAS local switch, including CLEC's payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SBC KANSAS local switch. SBC KANSAS will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SBC KANSAS end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

6.0 PERFORMANCE REQUIREMENTS

6.1 When CLEC places an LSR, CLEC will specify a requested Due Date (DD), and SBC KANSAS will specify a DD based on the applicable intervals. In the event CLEC's desired Due Date is less than the standard interval, the service order will be assigned a DD using the applicable interval. If expedited service is requested, CLEC will populate Expedite and Expedite Reason on the request. SBC KANSAS will contact the CLEC and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply as reflected in Attachment 6, Appendix Pricing 251(c)(3) UNE Schedule of Prices labeled "Service Order Charges - Unbundled Element Expedited". SBC KANSAS will not complete the order prior to the DD or later than the DD unless authorized by CLEC. CLEC and SBC KANSAS will use the escalation process documented in the CLEC Handbook and contacts reflected in the Escalation website for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisioning of this agreement. SBC KANSAS will notify CLEC of any modifications to these contacts one (1) week in advance of such modifications.

6.2 When CLEC places an LSR to change the desired Due Date (DDD) from a previous version of the LSR that a FOC has already been received on, and SBC KANSAS will specify a due date (DD) based on the applicable intervals. If the desired Due Date is less than the standard interval, the expedite performance requirements will apply in addition. If expedited service is not requested, this situation will be considered a Due date change and applicable service order charges will apply as reflected in Attachment 6, Appendix Pricing 251(c)(3) UNE Schedules of Prices labeled "Service Order Charges – Unbundled Element Due Date Change".

6.3 When CLEC places an LSR to cancel the request from a previous version of the LSR that a FOC has already been received on, and SBC KANSAS will process the cancel based on the request. This situation will be considered a cancel and applicable service order charges will apply as reflected in Attachment 6, Appendix Pricing 251(c)(3) UNE Schedules of Prices labeled "Service Order Charges – Unbundled Element Cancel".

6.4 When CLEC or patron/end-user is not ready for service by or on the Due Date (DD), and SBC KANSAS will return a jeopardy notification to the CLEC. This situation will be considered a Customer Not Ready and applicable service order charges will apply as reflected in Appendix Pricing 251(c)(3) UNE - Schedules of Prices labeled "Service Order Charges – Unbundled Element Customer Not Ready".

7.0 INTERVALS FOR ORDER COMPLETION FOR 251(C)(3) UNE AND OTHER ITEMS

7.1 SBC KANSAS will provide Performance Measurements as outlined in Attachment 17 Performance Measures within this Agreement.

8.0 PRICING

8.1 CLEC may request that a billing item be investigated on the SBC KANSAS provided bill. CLEC is required to follow the existing billing dispute guidelines by submitting the billing dispute form available in the CLEC Handbook and supplying applicable information to the SBC KANSAS Local Service Center (LSC). The SBC KANSAS LSC will perform investigation on each disputed item. Notwithstanding the foregoing, the informal dispute process must conclude within sixty (60) days from the receipt of written notice of dispute unless otherwise agreed to in writing by the Parties.

PRE-ORDER AND ORDERING AND PROVISIONING – 251(c)(3) UNE

Function	Loop	LNP	Loop w/LNP	Dedicated Transport	DSR
PRE-ORDER					
Address Verification	X	X	X	X	X
Service/Feature Availability	X	X	X	X	X
Telephone Number Assignment	X	X	X	X	X
Dispatch Schedule	X	X	X	X	X
Due Date	X	X	X	X	X
Customer Service Record	X	X	X	X	X
ORDERING & PROVISIONING					
RDEI					
Conversion as Specified	X[1,6,7,8]	X[2]	X[1,6,7,8]	X[9]	X
Add/Disc Lines	X	X[3]	X[3]		X[11]
Directory Listing - White – Straight Line	X	X	X		X
Directory Listing - White – Other than Straight Line	X	X	X		X
Partial Migration (Line/WTN vs Account Level)	X	X	X		X[11]
Line Conditioning	X		X		
With / Without Diversity	X		X	X	
With / Without Clear Channel Capability	X[10]		X[10]	X	
New Connects	X	X[3]	X[3]	X	X
Single Line	X		X[3]		
Multi-Line (Less Than 30 Lines)	X		X[3]		

Function	Loop	LNP	Loop w/LNP	Dedicated Transport	DSR
Projects (Large Job - add'l facilities/coordinated work effort required - need SWBT criteria)	X		X[3]		
Disconnects	X	X	X	X	X
Change Orders	X	X	X	X	X
Simple Number Change		X	X		
Add/Disc Lines	X	X[3]	X[3]		X[11]
Directory Listing - White – Straight Line	X	X	X		X
Directory Listing - White – Other than Straight Line	X	X	X		X
Line Conditioning	X		X		
With / Without Diversity	X		X	X	
With / Without Clear Channel Capability	X[10]		X[10]	X	
Records Only Order	X	X	X	X	X
Outside Move	X		X	X	
Inside Move	X		X		
POST SERVICE ORDER EDI TRANSACTIONS					
Supplemental Orders	X	X	X	X	X
Firm Order Confirmation (FOC)	X	X	X	X	X
Jeopardies	X	X	X	X	X
Rejects	X	X	X	X	X
Order Completion	X	X	X	X	X

Footnotes:

1. Existing SBC KANSAS customer, existing CLEC TSR customer, existing CLEC TSR customer, existing CLEC 251(c)(3) UNE (loop) customer.
2. Existing SBC KANSAS number or existing CLEC LNP number.
3. "Numbers" should be substituted for "lines"
4. Existing CLEC Unbundled Loop customer
5. Intentionally Left Blank
6. Intentionally Left Blank
7. Intentionally Left Blank
8. Existing CLEC leased facility
9. Intentionally Left Blank
10. Only applies to DS-1 loops
11. "Directory Listings" should be substituted for "lines"

ATTACHMENT 8: MAINTENANCE - 251(C)(3) UNBUNDLED NETWORK ELEMENTS

1.0 GENERAL REQUIREMENTS

1.1 SBC KANSAS will provide repair, maintenance, testing, and surveillance for all 251(c)(3) Unbundled Network Elements and any 251(c)(3) Combinations of Network Elements (Combinations) and Commingled Network Elements (Commingled Elements) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment. As used herein and in Attachment 6, the term "Unbundled Network Elements" (whether or not used with initial caps) and "UNEs" include those network elements that are required to be unbundled under Section 251 of the Telecommunications Act.

2.0 MAINTENANCE REQUIREMENTS

2.1 SBC KANSAS will provide maintenance for all 251(c)(3) Unbundled Network Elements and 251(c)(3) Combinations and the 251(c)(3) UNE portion of a Commingled Arrangement ordered under this Agreement at levels equal to the maintenance provided by SBC KANSAS in serving its end user customers, consistent with Attachment 6 UNE, Section 2.4.1, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17 or any KANSAS Commission-ordered performance measures.

3.0 REPAIR SERVICE RESPONSE

3.1 SBC KANSAS technicians will provide repair service on 251(c)(3) Unbundled Network Elements and 251(c)(3) Combinations, the 251(c)(3) UNE portion of a Commingled Arrangement that is at least equal in quality to that provided to SBC KANSAS customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC KANSAS customers. CLEC and SBC KANSAS agree to use the severity and priority restoration guidelines set forth in SBC KANSAS MMP 94-08-001 dated April 1996, and as subsequently modified. Performance Measurements are found in Attachment 17.

4.0 INTERCOMPANY COMMUNICATIONS

4.1 The SBC KANSAS Network Management Service Center ("NMSC") will notify CLEC of the existence, location, and source of all emergency network outages affecting CLEC customers. The CLEC may call the SBC KANSAS NMSC in order to discuss scheduled activities that may impact CLEC customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

5.0 EMERGENCY RESTORATION

5.1 SBC KANSAS NMSC will notify the CLEC via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when the CLEC reports trouble to the LOC, the LOC will notify the affected CLEC;

5.1.1 establishment of the SBC KANSAS LOC as the single point of contact to provide CLEC with information relating to the status of restoration efforts and problem resolution during the Resale services and 251(c)(3) UNEs restoration process;

5.1.2 methods and procedures for reprovisioning of all Resale services and UNEs after initial restoration. SBC KANSAS agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SBC KANSAS TSP services for restoration. SBC KANSAS will follow the guidelines established under

the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

6.0 MISDIRECTED REPAIR CALLS

6.1 All misdirected repair calls to SBC KANSAS from CLEC customers prior to permanent number portability will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SBC KANSAS will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SBC KANSAS' territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SBC KANSAS customers to a SBC KANSAS designated number. For purposes of permanent number portability the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

7.0 REPAIR PROCEDURES

7.1 SBC KANSAS agrees to the following:

7.2 SBC KANSAS will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the LOC) twenty-four (24) hours per day, seven (7) days per week.

7.3 Intentionally Left Blank

7.4 On a reciprocal basis, CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the CNSC) twenty four (24) hours per day, seven (7) days per week.

7.5 While in manual mode operation, SBC KANSAS will provide CLEC "estimated time to restore." The SBC KANSAS LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SBC KANSAS for a maximum of four months after CLEC's market entry date in SBC KANSAS states, or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. Manual jeopardy status information will be provided during any outage or failure in OSS. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).

7.6 Intentionally Left Blank

7.7 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.

7.8 For network outages other than emergency outages, the performance measurements established in Attachment 17 Performance Measures will govern.

7.9 For purposes of this Section, facilities and equipment provided to CLEC through an 251(c)(3) Unbundled Network Element or 251(c)(3) Combination, or the 251(c)(3) UNE portion of a Commingled Arrangement is

considered repaired, restored or a trouble resolved when the quality of 251(c)(3) Unbundled Network Element or 251(c)(3) Combination, or the 251(c)(3) UNE portion of a Commingled Arrangement service is equal to that provided before the outage or the trouble occurred.

8.0 ESCALATION PROCEDURES

8.1 SBC KANSAS will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SBC KANSAS management personnel who are responsible for maintenance issues. CLEC acknowledges that the procedures set forth in SBC KANSAS' LOC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list meet the requirements of this Section.

9.0 PREMISES VISIT PROCEDURES

9.1 SBC KANSAS Maintenance of Service Charges, when applicable, will be billed by SBC KANSAS to CLEC, and not to CLEC's end-user customers.

9.2 Dispatching of SBC KANSAS technicians to CLEC Customer premises shall be accomplished by SBC KANSAS pursuant to a request received from CLEC.

9.3 When an SBC KANSAS employee visits the premises of a CLEC local service customer, the SBC KANSAS employee must inform the customer that he or she is there acting on behalf of their local service provider. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SBC KANSAS was on their premises acting on behalf of their local service provider.

9.4 If a trouble cannot be cleared without access to CLEC's local service customer's premises and the customer is not at home, the SBC KANSAS technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call CLEC for rescheduling of repair.

10.0 TESTING

10.1 All 251(c)(3) Unbundled Network Elements and/or 251(c)(3) Combination of Element troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to SBC KANSAS. Upon receipt of a trouble report on 251(c)(3) Unbundled Network Element(s), SBC KANSAS will test and sectionalize all elements purchased from (or provided by) SBC KANSAS. If SBC KANSAS determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then SBC KANSAS will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling.

10.2 SBC KANSAS and CLEC agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between SBC KANSAS and CLEC under which they will work together.

11.0 PRICING

11.1 Charges for the relevant services provided under this Attachment are included in Attachment 6, Appendix Pricing 251(c)(3) UNE - Schedule of Prices.

ATTACHMENT 10: PROVISION OF CUSTOMER USAGE DATA-UNBUNDLED NETWORK ELEMENTS

1.0 INTRODUCTION (UNBUNDLED ELEMENTS)

The Parties agree that this Attachment 10: Provision of Customer Usage Data-Unbundled Network Elements and SBC KANSAS' obligation to provide Usage Data under this attachment shall remain in effect only until March 11, 2006.

2.0 GENERAL REQUIREMENTS FOR USAGE DATA

2.1 SBC KANSAS' provision of Usage Data to CLEC will be in accordance with the Performance Metrics as reported on the CLEC Online website. SBC KANSAS' performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but SBC KANSAS' provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after CLEC begins providing local services to customers.

2.2 SBC KANSAS will retain Usage Data in accordance with SBC Daily Usage File User's Guide, available on the CLEC Online, subject to applicable laws and regulations.

3.0 USAGE DATA SPECIFICATIONS

3.1 SBC KANSAS will provide all usage data for CLEC's customers using the SBC KANSAS provided Network Element(s). Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SBC KANSAS facilities and contracted by SBC KANSAS;
- calls to directory assistance where SBC KANSAS provides such service to an CLEC customer;
- calls completed via SBC KANSAS-provided operator services where SBC KANSAS provides such service to CLEC's local service customer;
- records will include complete call detail and complete timing information for unbundled Network Elements.

SBC KANSAS will provide Usage Data for calls that SBC KANSAS records (e.g., unbundled local switching, but not loops.

3.2 Intentionally Left Blank

3.3 CLEC is responsible for payment of 976 intraLATA information service revenue billed to CLEC by SBC KANSAS. CLEC will attempt to resolve all its end-user 976 intraLATA information service charge inquires prior to requesting an adjustment from SBC KANSAS. CLEC will make a comparable attempt to collect all 976 intraLATA charges as it makes to collect its own 900 information service charges. The Parties agree to establish settlement procedures to permit CLEC to receive adjustments from SBC KANSAS for amounts CLEC customers refuse to pay for 976 services charges forwarded by SBC KANSAS to CLEC for billing.

3.4 SBC KANSAS will not adjust 976 charges without investigation by CLEC. Prior to requesting an adjustment under this subsection, CLEC will attempt to sustain 976 charges and make good faith efforts to collect said amounts from its end user customers in accordance with the procedures outlined for "Company" in SBC KANSAS' standard Contract For Information Delivery Service Dial 976, Section 11, dated September 20, 1989, or as otherwise mutually agreed to by the Parties.

4.0 USAGE DATA FORMAT

4.1 SBC KANSAS will provide Usage Data in the Alliance for Telecommunications Industry Solutions (ATIS) Ordering and Billing Forum (OBF) Exchange Message Interface (EMI) format and by category, group and record type, as specified in the SBC Daily Usage File User's Guide, or as otherwise agreed to by the Parties.

4.2 SBC KANSAS will include the Working Telephone Number (WTN) of the call originator on each EMI call record, when available.

4.3 End user customer usage records and station level detail records will be in packs in accordance with EMI guidelines.

4.4 Where technically feasible, SBC KANSAS will provide CLEC with recordings which will permit it to render interLATA and intraLATA access bills and end-user bills associated with the use of unbundled network elements. Where such capability is not available (e.g., originating 800 and terminating access calls), SBC KANSAS will continue to seek cost effective solutions and in the meantime will ensure that CLEC, as the local service provider, incurs no charges for the provision of such dialing capabilities to their customers.

5.0 USAGE DATA REQUIREMENTS

5.1 SBC KANSAS will pack and organize the Usage Data according to EMI guidelines.

5.2 SBC KANSAS will provide Usage Data to a CLEC location as agreed to by the Parties.

5.3 SBC KANSAS will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.

5.4 CLEC and SBC KANSAS will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.

5.5 SBC KANSAS will provide Usage Data to CLEC daily (normally Monday through Friday cycles). Holiday exceptions are listed in the SBC Daily Usage File User's Guide.

5.6 The IS Call Center can be contacted to respond to CLEC call usage, data error, and record transmission inquiries. Other Usage inquiries should be coordinated through Account Management.

6.0 CHARGES

6.1 SBC KANSAS will bill and CLEC will pay the charges set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

7.0 LOCAL ACCOUNT MAINTENANCE

7.1 When CLEC purchases certain Network Elements from SBC KANSAS, SBC KANSAS will provide CLEC with Local Account Maintenance. When SBC KANSAS is acting as the switch provider for CLEC, where CLEC is employing UNEs to provide local service, SBC KANSAS will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from CLEC to another local service provider. SBC KANSAS will provide this notification via a mutually agreeable 4-digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SBC KANSAS will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SBC KANSAS reprovisioning the switch. The TCSI, sent by SBC KANSAS, will be in the 960 byte industry standard CARE record format. CLEC will pay to SBC KANSAS a per transaction charge of three hundred twenty three one hundredths of one cent ($0.00) for SBC KANSAS' transmission of the change notification.

7.2 SBC KANSAS will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SBC KANSAS will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SBC KANSAS' network. SBC KANSAS will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SBC KANSAS will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SBC KANSAS is the switch provider either for the retail local services of SBC KANSAS that CLEC resells or UNEs of SBC KANSAS that CLEC employs in providing service.

7.3 These procedures are in addition to Service Order Procedures set forth in Attachment 7: Ordering and Provisioning - UNE. SBC KANSAS will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

REMAND ORDER EMBEDDED BASE TEMPORARY RIDER

This is a Remand Order Embedded Base Temporary Rider (the "Embedded Base Rider") to the Interconnection Agreement by and between one or more of the SBC Communications Inc. owned ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, ("SBC" or "SBC ILEC") and CLEC (collectively referred to as "the Parties") ("Agreement") previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "*Triennial Review Order*" or "*TRO*"), which became effective as of October 2, 2003; and

WHEREAS, by its *TRO*, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, SBC KANSAS was no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law; and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) (*"USTA II")* on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the *USTA II* decision vacated certain of the FCC rules and parts of the *TRO* requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act, and therefore, SBC KANSAS was no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law; and

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules, [1] on February 4, 2005 (*"TRO Remand Order"*), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DS0 capacity loops ("mass market unbundled local circuit switching" or "Mass Market ULS" or access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs; and

WHEREAS, the FCC, in its *TRO Remand Order*, instituted transition periods and pricing to apply to CLEC's embedded base of the affected elements; and

WHEREAS, as of the date the parties executed the Agreement to which this Temporary Rider is attached, CLEC has an embedded base of one or more of the affected elements, and the transition periods applicable to one or more of the elements had not yet expired;

NOW, THEREFORE, the Parties attach the following temporary terms and conditions to the Agreement to apply only to the embedded base of the affected elements, as set forth below:

1. TRO Remand-Declassified Loop-Transport Elements. Subject to Sections 4.7.2 and 8.8.2of Attachment UNE 6 and paragraphs 233 and 234 and Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

   Dark Fiber Loops;

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[1] Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable;

DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or

Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the "Affected Loop-Transport Element(s)."

1.1 Transitional Provision of Embedded Base. As to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC KANSAS shall continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Interconnection Agreement - Kansas which was approved on May 10, 2002 (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element,], for a transitional period of time, ending upon the earlier of:

(a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Element(s);

(b) CLEC's transition of an Affected Element(s) to an alternative arrangement; or

(c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport).

SBC KANSAS' transitional provision of embedded base Affected Element(s) under this Section 1.1 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, SBC KANSAS may, without further notice or liability, cease providing the Affected Element(s).

1.2 Transitional Pricing for Embedded Base. As of the Effective Date of this Embedded Base Rider, CLEC will pay the Transitional Pricing for CLEC's embedded base of Affected Loop-Transport Elements. The Transitional Price the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus 15%*.

1.2.1 CLEC shall be fully liable to SBC to pay such Transitional Pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, as of the Effective Date of this Embedded Base Rider.

1.3 End of Transitional Period. CLEC will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (as set forth in Sections 1.3.1 and 1.3.2, below). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to SBC by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

1.3.1 For Dark Fiber Loops and Affected Dark Fiber Transport, the transition period shall end on September 11, 2006.

1.3.2 For Affected DS1 and DS3 Loops and Transport, the transition period shall end on March 11, 2006.

1.3.3 To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC KANSAS without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs.

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

2. TRO Remand-Declassified Switching and UNE-P. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise for new customers that are not part of CLEC's embedded base as of March 10, 2005. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)

2.1 Transitional Provision of Embedded Base Customers. As to each of CLEC's customers that CLEC served using Mass Market ULS or Mass Market UNE-P before March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC KANSAS shall continue to provide Mass Market ULS Element or Mass Market UNE-P in accordance with and only to the extent permitted by the terms and conditions set forth in the Interconnection Agreement - Kansas which was approved on May 10, 2002 (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element,, for a transitional period of time, ending upon the earlier of:

(a) CLEC'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;

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

(c) March 11, 2006.

under this Section 2.1 CLEC may continue to submit orders for moves, adds and changes to Mass Market ULS or Mass Market UNE-P for CLEC's customers that CLEC served using Mass Market ULS or Mass Market UNE-P before March 11, 2005, and may continue to submit orders to add, change or delete features, or to re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, SBC KANSAS may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

2.1.1 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 2, and subject to the conditions set forth in Section 2.1.1.1 below, SBC KANSAS 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 Interconnection Agreement - Kansas which was approved on May 10, 2002 (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element,], and only to the extent such items were already being provided before March 11, 2005, in conjunction with CLEC's provision of local service to CLEC's customers that were served using Mass Market ULS or Mass Market UNE-P.

2.1.1.1 The Interconnection Agreement - Kansas which was approved on May 10, 2002 (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element,must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

2.2 Transitional Pricing for Embedded Base. As of the Effective Date of this Embedded Base Rider, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) 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. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement. DPL Item, ties in with issue above

2.2.1 CLEC shall be fully liable to SBC to pay such Transitional Pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, as of the Effective Date of this Embedded Base Rider . DPL Item, ties in with issue above

2.3 End of Transitional Period. CLEC 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).

2.3.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P [and related items, such as those referenced in Section 2.1.1, above] in place on March 11, 2006, SBC KANSAS, without further notice or liability, will re-price such arrangements to a market-based rate.

3. Sections 1 and 2, above, apply and are operative regardless of whether CLEC is requesting the Affected Element(s), Mass Market ULS or Mass Market UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

4. Except to the extent of the very limited purposes and time periods set forth in this Embedded Base Rider, this Embedded Base Rider, does not, in any way, extend the rates, terms or conditions of Interconnection Agreement - Kansas which was approved on May 10, 2002 (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element, beyond its term.

5. In all states other than Ohio, the Parties acknowledge and agree that this Embedded Base Rider shall be filed with, and is subject to approval by the applicable state commission and shall become effective ten (10) days following the date upon which such state commission approves this Embedded Base Rider under Section 252(e) of the Act or, absent such state commission approval, the date this Embedded Base Rider is deemed approved by operation of law. In the state of Ohio only, the Parties acknowledge and agree that this Embedded Base Rider shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio ("PUCO"). Based upon PUCO practice, this Embedded Base Rider shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing.

IN WITNESS WHEREOF, this Remand Order Embedded Base Temporary Rider was executed on this _____ day of _____, 2005, by Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, signing by and through its duly authorized representative, and NuVox Communications of Kansas, Inc., signing by and through its duly authorized representative.

NuVox Communications of Kansas, Inc.

By: Edward J. Cadieux

Printed: Edward J. Cadieux

Title: Senior Regulatory Counsel

Date: August 18, 2005

Southwestern Bell Telephone, L.P. d/b/a SBC Kansas by SBC Operations, Inc., its authorized agent

By: M. Auinbauh

Printed: Mike Auinbauh

Title: AVP-Local Interconnection Marketing

Date: SEP 6 2005

FACILITIES-BASED OCN # 4780

ACNA _____

APPENDIX 251(C)(3) SUBLOOP ELEMENTS

1.0 SBC KANSAS will provide 251(c)(3) subloop elements as unbundled network elements as set forth in this Appendix pursuant to the Terms and Conditions specifically set out in Attachment 6 UNE and/or Attachment 25 DSL in this Agreement.

1.1 A subloop is a smaller segment of SBC KANSAS' local loop plant, i.e., a portion of the loop from a point of technically feasible access beyond SBC KANSAS' central office and, up to and including, the network demarcation point, including that portion of the loop, if any, which SBC KANSAS owns or controls inside the customer premises, including multiunit premises.

1.1.1 Point of technically feasible access. A point of technically feasible access is any point in the incumbent LEC'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. SBC KANSAS shall, upon site-specific request, provide access to a copper subloop at a splice near a remote terminal. SBC KANSAS shall be compensated for providing this access in accordance with §§ 51.501 through 51.515.

2.0 DEFINITIONS PERTAINING TO THE SUBLOOP:

2.1 "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.

2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or in the case of some multiunit premises, the landlord's control) of the wire begins.

2.3 "Digital Subloop" May be deployed on non-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 subloop transport.

2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.

2.5 Intentionally Left Blank

2.6 "Inside Wire Subloop" is defined for purposes of this Appendix as all loop plant owned or controlled by SBC KANSAS at a multiunit customer premises between the minimum point of entry as defined in § 68.105 of the FCC TRO rules and the point of demarcation of SBC KANSAS' network as defined in § 68.3. In multi-unit properties, the Inside Wire Subloop may include the NID. Maintenance and control of inside wire is under the control of the premises owner, except in those multi-unit properties, where SBC KANSAS owns and maintains control over inside wire within a building or on a property up to the NID. Maintenance and control of the Inside Wire Subloop on the property owner's side of the demarcation point may be under the control of the property owner or the End User. Conflicts between telephone service providers for access to the End User's inside wire on the End User's side of the NID must be resolved by the End User.

2.7 "MTE" for the purpose of Term To NID subloop. "MTE" is a Multi Unit Premises Environment for buildings with exterior or interior mounted terminals

2.8 "Network Terminating Wire (NTW)" is the service wire that connects SBC KANSAS' distribution cable to the NID at the demarcation point.

2.9 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

2.10 "SAI/FDI-to-NID" is that portion of the 251(c)(3) UNE loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user's premise.

2.11 "SPOI" is defined as a Single Point of Interconnection. SBC KANSAS will construct a SPOI only to those multiunit premises where SBC KANSAS has distribution facilities to the premises and SBC KANSAS either

owns, controls, or leases the inside wire, if any, at such premises. If SBC KANSAS has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, customers at such premises, it is not obligated to construct a SPOI. SBC KANSAS' obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for an unbundled subloop network element via a SPOI. If CLEC and SBC KANSAS are unable to negotiate terms and conditions regarding an SPOI, disputed issues, including compensation under forward-looking pricing principles, shall be resolved under the dispute resolution process.

2.12 "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.

2.13 "Spare" means an existing subloop that is not defective and is either (1) not currently being used to provide service to any customer or (2) is being used to serve a customer but that customer has decided to migrate to CLEC and CLEC has requested reuse of the subloop and will port customer's telephone number to CLEC. If a subloop has been disconnected and thus an end-user is no longer receiving service via that subloop, and such subloop has been determined to be a non-defective pair, then that subloop would be considered an existing Spare portion of the loop.

2.14 "Term-to-NID" is that portion of the 251(c)(3) UNE loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW) and Inside Wire Subloop.

2.15 "ECS-to-SAI/FDI" is that portion of the loop from the ECS to the SAI/FDI.

2.16 "ECS-to-Term" is that portion of the loop from the ECS to the accessible terminal.

2.17 "ECS-to-NID" is that portion of the loop from the ECS to the NID, which is located at an end user's premise. ECS-to-NID includes use of the Network Terminating Wire (NTW) and Inside Wire Subloop.

3.0 SBC KANSAS WILL OFFER THE FOLLOWING SUBLOOP TYPES:

3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.2 4-Wire Analog Subloop provides a 4-wire (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).

3.3 Intentionally Left Blank

3.4 As no other type of Subloop, beyond those identified in this Section 3, constitutes a 251(c)(3) UNE subloop, SBC KANSAS is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC KANSAS provides a subloop(s) that is not described or provided for in this Agreement, SBC KANSAS may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including the subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC KANSAS to refuse to provide, including if SBC KANSAS provides or continues to provide access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (251(c)(3) or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

3.5 Intentionally Omitted

3.6 Intentionally Omitted

3.7 xDSL Subloop is defined in Attachment 25: xDSL and will be available to CLEC in SBC KANSAS where CLEC has an approved and effective Attachment 25: xDSL as part of this Agreement. In addition the

provisions set forth in Attachment 25: xDSL, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Appendix Subloop Elements, the collocation provisions set forth elsewhere in this Agreement, and the rates set forth in the Appendix Pricing, Schedule of Prices. If there is any conflict between the provisions set forth in Attachment 25: xDSL as to the xDSL Subloop and the subloop provisions set forth in this Appendix Subloop Elements the subloop provisions set forth in this Appendix Subloop Elements shall control.

3.8 Inside Wire Subloops CLEC shall be allowed to access these subloops pursuant to 51.319(b)(2).

4.0 ACCESS TO TWISTED-PAIR COPPER SUBLOOPS:

4.1 Access to terminals for twisted-pair copper subloops is defined to include, but is not limited to:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Terminal (underground or aerial).
- Engineering Controlled Splice

5.0 CLEC MAY REQUEST ACCESS TO TWISTED-PAIR COPPER SUBLOOP SEGMENTS:

	FROM:	**TO:**
1.	Serving Area Interface or Feeder Distribution Interface	Terminal
2.	Serving Area Interface or Feeder Distribution Interface	Network Interface Device
3.	Terminal	Network Interface Device
4.	NID	Stand Alone
5.	*SPOI (Single Point of Interface)	Stand Alone
6.	Engineering Controlled Splice (ECS)	Serving Area Interface or Feeder Distribution Interface
7.	Engineering Controlled Splice (ECS)	Terminal
8.	Engineering Controlled Splice (ECS)	Network Interface Device

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

6.0 PROVISIONING:

6.1 Connecting Facility Arrangement (CFA) assignments must be in place prior to ordering and assigning specific subloop circuit(s).

6.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

7.0 MAINTENANCE:

7.1 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 KANSAS switch/testing equipment will be lost.

7.2 CLEC shall isolate trouble to the SBC KANSAS Subloop portion of the CLEC's service before reporting trouble to SBC KANSAS.

7.3 SBC KANSAS shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC KANSAS on a trouble report and the fault is determined to be in CLEC's portion of the loop. The SBC KANSAS MSC may be found in the Appendix Pricing, Schedule of Prices or state tariffs.

7.3.1 In the event that both SBC KANSAS and CLEC perform an initial dispatch and the trouble is not resolved, a vendor meet will be scheduled between SBC KANSAS technician and CLEC technician. Following the vendor meet, if the trouble is determined to be in CLEC's portion of the loop, an additional Maintenance of Service charge will be applied. If the trouble is determined to be in SBC KANSAS' portion of the loop, the trouble will be resolved, and prior Maintenance of Service charges will be credited.

7.4 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a Subloop Access Arrangement, SBC KANSAS repair forces will restore service in a non-discriminatory manner and such that the greatest number of all customers will be restored in the least amount of time. Should CLEC cabling require replacement, SBC KANSAS will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

8.0 SUBLOOP ACCESS ARRANGEMENTS:

8.1 Prior to ordering subloop facilities, CLEC will 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 KANSAS subloop network. CLEC is not required to have a collocation arrangement in the Central Office in order to establish a Subloop Access Arrangement. If SBC KANSAS provides assistance in the development and deployment of Subloop Access Arrangement to any SBC affiliate or to any CLEC, SBC KANSAS will provide such assistance on a parity basis.

8.2 SBC's assigned Account Manager will serve as the Primary Point of Contact to be an SBC interface during the planning, engineering, and provisioning of the Subloop Access Arrangement.

8.3 Intentionally Left Blank

8.4 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Subloop Access Arrangement Application.

8.5 Upon receipt of a complete and correct Application, SBC KANSAS will provide to CLEC within 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.

8.6 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities, and will take into account that CLECs, unlike SBC KANSAS, may not require as many subloop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, CLEC may request and will be assigned a smaller number of cable pairs, but will be charged in 25 pair splicing increments.

8.7 Subloop inquiries do not serve to reserve subloop(s).

8.8 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.

8.9 Prior to submitting the request for SCA, CLEC will be responsible for obtaining rights of way from owners of property where SBC KANSAS will place the equipment necessary for the SAA

8.10 Prior to submitting the Subloop Access Arrangement Application for SCA, CLEC should have the Structure Access appendices in the Agreement to provide the guidelines for both CLEC and SBC KANSAS to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

8.11 Except as set forth below, construction of the Subloop Access Arrangement shall take up to ninety (90) days to complete depending upon project size and scope. The time period begins when CLEC submits to SBC KANSAS 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 CLEC and before construction begins, with the balance payable upon completion. SBC KANSAS will not begin any construction under the SCA

until the CLEC has provided proof that it has obtained any necessary access to rights-of-way as defined in Section 8.9. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 13, of this Agreement, SBC KANSAS will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC 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.

8.12 Upon completion of the construction activity, CLEC will be allowed to test the installation with a SBC KANSAS technician. If the CLEC desires test access to the Subloop Access Arrangement, CLEC must place its own test point in its cable prior to cable entry into SBC KANSAS' interconnection point.

8.13 Once all subloop access arrangements have been completed and balance of payment due SBC KANSAS is received, the CLEC may place a LSR for subloops at this location. Prices at which SBC KANSAS agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the Appendix Pricing, Schedule of Prices.

8.14 A non-binding CLEC forecast shall be required as a part of the request for a Subloop Access Arrangement, identifying the estimated number of subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC KANSAS to properly engineer access to each SAI and to ensure SBC KANSAS does not provide more available terminations than CLEC expects to use.

8.15 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for its subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

8.16 Unused CLEC 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 of the SCA shall be subject to removal by SBC KANSAS if such terminations are needed by SBC KANSAS to fulfill a request for service. SBC KANSAS shall provide CLEC forty-five (45) days' advance written notice of SBC KANSAS' need for such unused terminations and a date on which it intends to remove the unused terminations.

8.17 In the event a CLEC elects to discontinue use of an existing Subloop Access Arrangement, or abandons such Arrangement by failing to remove its facilities within thirty (30) days of receipt of notice from SBC KANSAS, CLEC shall pay SBC KANSAS for removal of CLEC's facilities from the SAA.

9.0 SUBLOOP ACCESS ARRANGEMENT ACCESS POINTS:

9.1 SAI/FDI or Accessible Terminal

9.1.1 CLEC cable to be terminated in an SBC KANSAS SAI/FDI, or Accessible 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. CLEC's Aerial cables should be aircore.

9.1.2 CLEC may elect to place its cable to within three (3) feet of the Subloop Access Arrangement site and coil up an amount of cable, defined by the SBC KANSAS' and CLEC's engineer in the design phase, that SBC KANSAS will terminate on available binding posts in the SAI/FDI or Terminal.

9.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, which will be scheduled by mutual agreement, but not more than five (5) days from the date of CLEC's request for a subloop arrangement SBC KANSAS will stub out a cable from the SAI/FDI or Terminal, which SBC KANSAS splice to the cable at the meet point.

9.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes and such expansion is planned to occur within a 12-month period beginning on the date of CLEC's submission of the inquiry LSR.

9.1.5 Exhausted termination points in a SAI/FDISBC KANSAS will notify CLEC within fifteen (15) business days if a Subloop termination CLEC has requested to a SAI/FDI is "exhausted." For purposes of this Section 9.1.5,

"exhausted" means when an SAI/FDI's termination points are all terminated to assignable cable pairs. SBC KANSAS may choose to increase capacity of the SAI/FDI by the method of its choice. SBC KANSAS may choose to increase capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC's facilities, for which the CLEC will be charged. If SBC KANSAS chooses to increase capacity, it will so notify CLEC within thirty (30) business days of the date on which CLEC requested the Subloop termination and will include in the notice SBC KANSAS' written estimate of the construction, labor, materials and related provisioning costs.

9.1.6 Exhausted Termination Points in a Terminal. SBC KANSAS will notify CLEC within fifteen (15) business days if a Subloop termination CLEC has requested to a Terminal is "exhausted." For purposes of this Section 9.1.6, "exhausted" means when a Terminal's termination points are all terminated to assignable cable pairs. SBC KANSAS may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities. If SBC KANSAS chooses to increase capacity, it will so notify CLEC within thirty (30) business days of the date on which CLEC requested the Subloop termination and will include in the notice SBC KANSAS' written estimate of the construction, labor, materials and related provisioning costs for which the CLEC will be charged.

10.0 RELOCATION OF EXISTING ILEC/CLEC FACILITIES INVOLVED IN A SAA AT A RT, SAI/FDI, TERMINAL OR NID:

10.1 SBC KANSAS shall notify CLEC of pending relocation as soon as SBC KANSAS receives such notice from the property owner or governmental entity that it must relocate its ILEC facilities.

10.2 CLEC shall notify SBC KANSAS of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA. If SBC KANSAS receives no response to such notice, CLEC shall be deemed to have determined not to remain and its facilities will be removed and CLEC billed as provided in Section 10.7 below.

10.3 SBC KANSAS shall then provide CLEC an estimate actual cost to terminate CLEC's facilities as part of the relocation of the site including the applicable Subloop Access Arrangement. This process may require a site visit with the CLEC and SBC KANSAS engineer.

10.4 CLEC shall notify SBC KANSAS of acceptance or rejection of the new SCA within 10 business days of its receipt of SBC KANSAS' estimate.

10.5 Upon acceptance of the SBC KANSAS estimate, CLEC shall pay at least 50% of the relocation costs at the same time as it notifies SBC KANSAS of its acceptance of estimated costs.

10.6 If CLEC decides not to continue the Subloop Access Arrangement, CLEC will notify SBC KANSAS as to the date that SBC KANSAS may remove CLEC's facilities from that SAA. CLEC will pay SBC KANSAS for all actual itemized costs incurred by SBC KANSAS associated with the removal of the CLEC's SAA.

10.7 In the event that CLEC does not timely respond to SBC KANSAS' notice but does notify SBC KANSAS of its intention to continue the Subloop Access Arrangement, SBC KANSAS shall move CLEC's facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. If CLEC fails to pay this bill, SBC KANSAS will remove CLEC's facilities from the site upon 30 days notice to the CLEC.

11.0 ESTABLISHMENT OF INTERMEDIARY BOX FOR CLEC ACCESS TO TERM TO NID MTE SUBLOOP SEGMENT

11.1 As an alternative to the establishment of a Subloop Access Arrangement in those instances where CLEC wishes to access/lease SBC KANSAS Term to NID subloop segments in order to serve its end-user customers at MTEs in SBC KANSAS ("Term to NID MTE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Subloop Segment cross-connect leased from SBC KANSAS within the intermediary box (in order to obtain access to SBC KANSAS Term to NID MTE Subloop Segments). In the event CLEC wishes to access SBC KANSAS Term to NID MTE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

11.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC terminal.

11.1.2 The intermediary box shall contain blocks that meet SBC KANSAS' published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the SBC KANSAS technician the ability to run jumper/cross connect from SBC KANSAS terminal to the intermediary box.

11.1.3 CLEC agrees that the SBC KANSAS technician shall run the jumper/cross-connect from SBC KANSAS' serving terminal to CLEC's intermediary box, in order for CLEC to access SBC KANSAS Term to NID MTE Subloop Segments in SBC KANSAS. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's intermediary box.

11.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Subloop Segments from SBC KANSAS.

11.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to SBC KANSAS associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Subloop Segment including, without limitation: transferring the end-user customer's service from SBC KANSAS to CLEC, providing SBC KANSAS with CFA prior to ordering and the assigning of a specific Term to NID MTE Subloop Segment(s).

11.1.6 The ordering procedures for the Term to NID MTE Subloop Segment will be the same as those that apply to subloop UNEs today and shall be submitted to SBC KANSAS by CLEC via a Local Service Request ("LSR").

11.1.7 SBC KANSAS will upon receipt of the LSR from CLEC for a Term to NID MTE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the SBC KANSAS terminal to the CLEC intermediary box. SBC KANSAS must have access to the intermediary box for completion of the order.

11.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Subloop Segments in 12 State only, CLEC may elect to lease from SBC KANSAS Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing, Schedule of Prices for the "Term to NID MTE Subloop Segment" In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from SBC KANSAS in lieu of SBC KANSAS' standard Term to NID subloop segment addressed in this Section 11.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment.

12.0 ESTABLISHMENT OF TERM TO NID MTE SUBLOOP SEGMENT WHEN NO INTERMEDIARY BOX IS INSTALLED

12.1 In those instances where CLEC elects not to install an intermediary box or to have SBC KANSAS install an intermediary box pursuant to the SAA process outlined herein above, CLEC may still lease from SBC KANSAS Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing, Schedule of Prices for the "Term to NID MTE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from SBC KANSAS in lieu of SBC KANSAS' standard Term to NID subloop segment addressed in Section 11.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment. In such cases, SBC KANSAS will provide CLEC with access to the Term To NID MTE subloop via a cross connect. The SBC technician will tag appropriately and will leave up to one foot of exposed wire at CLEC's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing.

For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's terminal.

12.2 If CLEC elects this option to obtain access to the Term To NID subloop in an MTE Environment, neither the SBC KANSAS SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the SBC KANSAS cross-connect, SBC KANSAS could not require any CFA information from CLEC.

13.0 ENGINEERING CONTROLLED SPLICE (ECS)

13.1 SBC KANSAS will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC KANSAS, for CLECs to gain access to subloops at or near RTs.

13.2 The ECS shall be made available for Subloop Access Arrangements utilizing the Special Construction Arrangement (SCA).

13.2.1 If CLEC requests such an SCA, CLEC shall pay all of the actual construction, labor, materials and related provisioning costs incurred by SBC KANSAS to fulfill its SCA on a Time and Materials basis, provided that SBC KANSAS will construct any Subloop Access Arrangement requested by CLEC in a cost-effective and efficient manner. If SBC KANSAS 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 CLEC will not be liable for such extra costs.

13.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an ECS (regardless of whether CLEC actually utilizes all such pairs), even if SBC KANSAS places more pairs at the splice.

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13.2.4 SBC KANSAS will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the RT site. SBC KANSAS will utilize existing copper facilities before it constructs new copper facilities. Although SBC KANSAS will construct the ECS, the ECS may be owned by SBC KANSAS or the CLEC (depending on the specific arrangement) at the option of SBC KANSAS.

13.2.5 If more than one requesting CLEC obtains space in expanded RTs or in adjacent structures and obtains an Subloop Access Arrangement with the new copper interface point at the ECS, the initial CLEC which incurred the costs of construction of the ECS and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the subsequent requesting CLECs.

13.2.6 SBC KANSAS may require a separate SCA for each RT site.

13.2.7 Except as set forth below in this Section 13.2.7, CLEC must submit written acceptance and at least 50% of payment for the SCA before SBC KANSAS will begin construction of the ECS. Construction of the ECS and access to the copper subloop may take up to ninety (90) days to complete depending upon project size and scope. CLEC shall be granted access upon completion of the construction of the ECS, provided, however that CLEC must tender payment in full to SBC KANSAS for the SCA before access will be granted. SBC KANSAS will not begin any construction of the ECS until CLEC has provided proof that it has obtained access to any necessary rights-of-way as defined in Section 8.9. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, SBC KANSAS will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and payment of not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

13.3 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

13.3.1 Dedicated Facility Option (DFO)

13.3.1.1 CLEC may request that SBC KANSAS splice the existing cabling between the ECS and the SAI to the CLEC's Subloop Access Arrangement facility. This facility will be "dedicated" to the CLEC for subsequent subloop orders.

13.3.1.2 CLEC must designate the quantity of subloops it desires to access via this spliced, dedicated facility, specified by subtending SAI.

13.3.1.3 CLEC will compensate SBC KANSAS for each of the dedicated subloop facilities, based on recurring ECS to SAI/FDI subloop charges as provided in the Appendix Pricing, Schedule of Prices, for the quantity of subloops dedicated to the CLEC between the ECS and the SAI. CLEC will pay a single nonrecurring cross connect charge as provided in the Appendix Pricing, Schedule of Prices for ECS to SAI/FDI subloops under this Option.

13.3.1.4 Upon submission of a subloop order using the Engineering Controlled Splice Dedicated Facility Option, SBC will provision subloop connectivity between the associated SAI and the NID at the end user premises. Under the Dedicated Facility Option, SBC will complete the subloop and CLEC will pay the SAI/FDI to NID subloop monthly recurring charge in the Appendix Pricing, Schedule of Prices. No cross connect or non-recurring charges will be applied to an SAI/FDI to NID subloop order under the DFO.

13.3.2 Cross-connected Facility Option (CFO)

13.3.2.1 CLEC may request that SBC KANSAS build an ECS cross-connect junction on which to terminate CLEC's Subloop Access Arrangement facility.

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

13.3.2.3 CLEC must designate the quantity of subloops it desires to access via this cross-connectable, dedicated facility, specified by subtending SAI.

13.3.2.4 Upon submission of a subloop order using the Engineering Controlled Splice Cross-connected Facility Option, SBC will provision subloop connectivity between the associated ECS and the NID at the end user premises. Under the Cross-connected Facility Option, SBC will complete the subloop and CLEC will pay the ECS to NID subloop monthly recurring charge and one cross connect fee as provided in Appendix Pricing, Schedule of Prices. No other cross connect or non-recurring charges will be applied to a subloop order under the CFO.

13.4 CLECs will compensate SBC KANSAS for the charges incurred by SBC KANSAS derived from the CLEC's request for the SCA.

ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which CLEC and SBC KANSAS will interconnect their networks in the event that CLEC is providing its own switching facilities in a given Exchange Area. The arrangements described herein do not apply to the provision and utilization of unbundled Network Elements which are addressed in Attachment 6: Unbundled Network Elements.

1.0 DEFINITIONS:

1.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.

1.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.

1.3 "Facility-Based Provider" is defined as a telecommunications carrier that has deployed its own switch and transport facilities.

1.4 "IntraLATA Toll Traffic" is defined as traffic between one SBC KANSAS local calling area and another SBC KANSAS local calling area or another LEC within the same LATA.

1.5 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.

1.6 "ISP-Bound Traffic" is as defined in Attachment 12: Intercarrier Compensation.

1.7 "Local Tandem" refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).

1.8 "Local/Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.

1.9 A "Local Calling Area" or "LCA" is an SBC KANSAS local calling area, as defined in SBC KANSAS' General Exchange Tariff. LCA is synonymous with "Local Exchange Area" (LEA).

1.10 "Local Interconnection Trunk Groups" are one-way or two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic.

1.11 Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic.

1.12 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.

1.13 "Offers Service" – At such time as CLEC opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.

1.14 "Remote End Office Switch" is an SBC KANSAS switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an SBC KANSAS End Office Switch. Such features, functions, and capabilities are provided between an SBC KANSAS Remote End Office Switch via an umbilical and an SBC KANSAS Host End Office.

1.15 Section 251(b)(5) Traffic is as defined in Attachment 12: Intercarrier Compensation.

1.16 "Section 251(b)(5)/ IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) Transit Traffic, (iv) out of area traffic, (v) intraLATA FX or virtual FX traffic (vi) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (vii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC KANSAS where SBC KANSAS is both the Section 251(b)(5) Traffic and intraLATA toll provider.

2.0 REQUIREMENTS FOR ESTABLISHING POINTS OF INTERCONNECTION

Section 2.1 through Section 2.8 are the Parties' requirements for establishing a Point of Interconnection (POI) for the Exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

2.1 CLEC may utilize facilities of third parties to satisfy all requirements herein, and SBC shall, if requested by CLEC, route Section 251(b)(5)/IntraLATA Toll Traffic that is dialed to CLECs customers to Points of Interconnection of another provider for transiting to CLEC, provided such Point(s) of Interconnection comply with requirements in this agreement and provided that CLEC does not have trunking of its own to the same local calling areas. SBC also shall, if requested by CLEC, and if CLEC's circuits are busy, route overflow traffic to a third party provider/s Point(s) of Interconnection, provided such Point(s) of interconnection comply with requirements herein. SBC shall accept CLEC's traffic routed by way of a third party's Point of Interconnection, provided such Point of Interconnection complies with requirements herein and provided that CLEC's traffic complies with the requirements herein.

2.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI). Neither party shall be required to establish more than one POI per LATA and POIs shall be established pursuant to Section 2.4.

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2.4 POIs shall be established at any technically feasible point inside the geographical areas in which SBC KANSAS is the franchised Incumbent LEC and within SBC KANSAS' network.

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2.7 POI(s) will be identified by street address and Vertical and Horizontal (V & H) Coordinates.

2.8 Each Party will be responsible for providing the necessary equipment and facilities on its side of the POI.

3.0 TRUNKING REQUIREMENTS PER LCA

3.1 At such time as CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic in an LCA, CLEC shall establish the necessary Local Interconnection Trunk Groups (in accordance with Appendix ITR) to:

3.1.1 Each SBC KANSAS Local Tandem in the LCA where CLEC Offers Service when there are SBC KANSAS Local Tandem(s) in the LCA where CLEC Offers Service.

3.1.2 Each SBC KANSAS End Office in the LCA where CLEC Offers Service when there is no SBC Local Tandem in the LCA where CLEC Offers Service.

3.2 When CLEC Offers Service in an LCA that has at least one SBC KANSAS Local Tandem, and the Section 251(b)(5)/IntraLATA Toll Traffic between CLEC and an SBC KANSAS End Office which subtends an SBC KANSAS Local Tandem in the LCA exceeds 24 DS0s at peak over a period of three consecutive months, CLEC shall establish a Direct End Office Trunk Group (Local Interconnection Trunk Group that terminates to a SBC KANSAS End Office also known as a "DEOT" group) to that SBC KANSAS End Office, whether one way or two way.

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3.5 When the LCA in which CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic is served only by an SBC KANSAS Remote End Office Switch, CLEC shall DEOT to the appropriate SBC KANSAS Host End Office Switch.

3.6 DEOT group(s) to SBC KANSAS End Offices shall be provisioned as one-way or two-way trunks and used as one-way or two-way trunks.

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8.0 PROVISION OF INFORMATION

8.1 In order to establish or designate any POI and associated trunks and transport facilities under this Agreement, CLEC shall provide all applicable network information on forms acceptable to SBC KANSAS (as set forth in SBC KANSAS' CLEC Handbook, published on the CLEC website.)

9.0 ASR CONTROL FOR TWO-WAY TRUNK GROUPS

9.1 CLEC shall have administrative and order control (e.g., determination of trunk group size) of all two-way trunk groups provisioned between CLEC and SBC KANSAS.

9.2 This only applies to the extent that it does not require SBC KANSAS to redesign its network configuration.

9.3 SBC KANSAS reserves the right to issue an ASR on CLEC's behalf in the event CLEC is non-responsive to a TGSR for underutilized trunk groups as outlined in Appendix ITR. At no other time shall SBC KANSAS be allowed to issue ASRs on CLEC's behalf.

10.0 ANCILLARY SERVICES

10.1 Where CLEC requires ancillary services (e.g., Directory Assistance, Operator Services, E911), additional POIs may be required for interconnection to such ancillary services.

10.2 CLEC is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups. The trunking requirements for these are specified in Appendix ITR.

11.0 SIGNALING

11.1 Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC KANSAS network.

11.2 Multifrequency (MF) signaling will be utilized in cases where SBC KANSAS switching platforms do not support SS7.

12.0 INTERCONNECTION METHODS

12.1 Where CLEC seeks to interconnect with SBC KANSAS for the purpose of mutually exchanging Section 251(b)(5)/IntraLATA Toll Traffic between networks, CLEC may use any of the following methods of obtaining interconnection detailed in Appendix Network Interconnection Methods (NIM) attached hereto and incorporated herein. Such methods include but are not limited to:

12.1.1 Physical Collocation

12.1.2 Virtual Collocation

12.1.3 SONET Based

12.1.4 Fiber Meet Point

12.1.5 Leasing of facilities from a third party

12.1.6 CLEC self-buildout

12.1.7 Any other mutually agreeable methods of obtaining interconnection.

13.0 In addition, the Parties agree to the interconnection and trunking requirements listed in Appendix Interconnection Trunking Requirements (ITR), which is attached hereto and made a part hereof.

APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)

1.0 INTRODUCTION

1.1 The Interconnection of CLEC and SBC KANSAS networks shall be designed to promote network efficiency.

1.2 This Appendix Interconnection Trunking Requirements (ITR) to Attachment 11: Network Interconnection Architecture provides descriptions of the trunking requirements for CLEC to interconnect any CLEC provided switching facility with SBC KANSAS facilities. All references to incoming and outgoing trunk groups are from the perspective of CLEC.

1.3 If either Party changes the methods by which it trunks and routes traffic within its network, it will afford the other Party the opportunity to trunk and route its traffic in the same manner for purposes of interconnection. The Parties agree to offer and provide to each other B8ZS Extended Superframe and/or 64 Kbps clear channel where it is currently deployed at the time of the request.

1.4 SBC KANSAS will allow CLEC to use the same physical facilities to provision one-way or two-way trunk groups, CLEC shall have administrative and order control (e.g., determination of trunk group size) of the trunk groups to the extent that it does not require SBC KANSAS to redesign its network configuration.

2.0 TRUNK GROUP CONFIGURATIONS:

2.1 SBC KANSAS will not impose any restrictions on a CLEC that are not imposed on its own traffic with respect to trunking and routing options afforded the CLEC. Trunking to an SBC KANSAS Local Only, Local/IntraLATA, or Local/Access Tandem Switch, for the delivery of Section 251(b)(5)/IntraLATA Toll Traffic, shall afford CLEC access to the NXXs served by the subtending End Offices of that tandem.

2.1.1 CLEC Originating (CLEC to SBC KANSAS):

For CLEC Originating traffic (CLEC to SBC KANSAS), subject to Section 1.0 above, InterLATA toll traffic and IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA toll provider may be combined with Section 251(b)(5) Traffic and ISP-Bound Traffic on the same trunk group when CLEC routes traffic to an SBC KANSAS Local/IntraLATA Tandem Switch, Local/Access Tandem Switch or directly to a SBC KANSAS End Office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5.0 of this Appendix, direct trunk group(s) to SBC KANSAS End Offices will be provisioned as two-way and used as two-way. When SBC KANSAS Access Tandem Switches are separate from Local Only Tandem Switches, a separate local trunk group used to carry Section 251(b)(5) Traffic and ISP-Bound Traffic will be provided to each Local Only Tandem Switch and a separate IntraLATA Toll Trunk Group used to carry IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider will be provided to an Access Tandem Switch. When there are multiple SBC KANSAS Local/IntraLATA Tandem Switches and/or Local/Access Tandem Switches in a Local Exchange Area, separate trunk groups will be established to each Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch. Such trunk groups may carry Section 251(b)(5), ISP-Bound Traffic and intraLATA toll traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider. Trunk groups to the Access or Local Tandem Switches will be

provisioned as two-way and used as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC KANSAS network. Multifrequency (MF) signaling will be utilized in cases where SBC KANSAS switching platforms do not support SS7.

Trunking to an SBC KANSAS Local Tandem will provide CLEC access to the SBC KANSAS End Offices which subtend that tandem and to other service providers that are connected to SBC KANSAS. Trunking to an SBC KANSAS End Office(s) will provide CLEC access only to the NXXs served by that individual End Office(s).

2.1.2 CLEC Terminating (SBC KANSAS to CLEC):

For CLEC Terminating traffic (SBC KANSAS to CLEC), where SBC KANSAS has a Local/IntraLATA or Local/Access Tandem Switch SBC KANSAS will combine the Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC KANSAS where SBC KANSAS is both the Section 251(b)(5) Traffic and intraLATA toll provider over a single two-way trunk group ordered by CLEC via an ASR. When SBC KANSAS has Access Tandem Switches that serve a Local Exchange Area separate from Local Only Tandem Switches in a Local Exchange Area, SBC KANSAS shall deliver Section 251(b)(5) Traffic and ISP-Bound traffic from the Local Only Tandem Switch to CLEC over the two-way trunk group to the Local Only Tandem Switch. SBC KANSAS shall deliver IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC KANSAS where SBC KANSAS is both the Section 251(b)(5) Traffic and intraLATA toll provider from the Access Tandem Switch to CLEC over the one or two-way trunk groups IntraLATA Toll Trunk Group to the Access Tandem Switch. As noted in Section 2.1.1 above, direct trunk group(s) between CLEC and SBC KANSAS End Offices will be provisioned as two-way and used as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC KANSAS network. Multifrequency (MF) signaling will be utilized in cases where SBC KANSAS switching platforms do not support SS7.

2.2 Meet Point Traffic:

Meet Point Traffic will be transported between the SBC KANSAS Access Tandem Switch and CLEC over a "meet point" trunk group separate from Local Interconnection Trunk Groups. This trunk group will be established for the transmission and routing of Exchange Access traffic and IntraLATA Toll Traffic routed via an IXC between CLEC's end users and interexchange carriers via a SBC KANSAS Access Tandem Switch. When SBC KANSAS has more than one Access Tandem Switch within a Local Exchange Area, CLEC may utilize a single "meet point" trunk group to one SBC KANSAS Access Tandem Switch within the Local Exchange Area in which CLEC homes its NPA/NXXs. This trunk group will be provisioned as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group.

2.3 Direct End Office Trunking:

The Parties shall establish a two-way Direct End Office Trunk Group (DEOT) when actual End Office traffic exceeds 24 DS0s at peak over three consecutive months or when no Local Only, Local/IntraLATA or Local/Access Tandem Switch is present in the Local Exchange Area.

Trunking to an SBC KANSAS End Office shall afford CLEC access only to the NXXs served by that individual End Office.

2.4 E911 Emergency Traffic:

A segregated trunk group will be required to each appropriate E911 tandem within a Local Exchange Area in which CLEC offers Exchange Service. This trunk group will be set up as a one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized.

2.5 Mass Calling (Public Response Choke Network):

A segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which CLEC provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:

< 15001 access Lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
> 75000 AC	6 trunks (max)

At the time that CLEC establishes a Public Response Choke Network NXX and tandem, SBC KANSAS will establish reciprocal mass calling trunks to CLEC subject to the requirements set forth in this Section.

2.6 Operator Services

2.6.1 Inward Assistance Inward Operator Assistance (Call Code 121) - CLEC may choose from two interconnection options for Inward Operator Assistance.

2.6.2 Option 1 - Interexchange Carrier (IXC)

CLEC may utilize the Interexchange Carrier Network. CLEC will route its calls requiring inward operator assistance through its designated IXC POP to SBC KANSAS' TOPS tandem. SBC KANSAS will route its calls requiring inward operator assistance to CLEC's Designated Operator Switch (TTC) through the designated IXC POP.

CLEC will use the same OSPS platform to provide local and IXC operator services. Where appropriate, CLEC will utilize existing trunks to the SBC KANSAS TOPS platform that are currently used for existing IXC inward operator services.

2.6.3 Option 2 - CLEC Operator Switch

CLEC will identify a switch as the Designated Operator Switch (TTC) for its NPA-NXXs. SBC KANSAS will route CLEC's calls requiring inward operator assistance to this switch. This option requires a segregated one-way (with MF signaling) trunk group from SBC KANSAS' Access Tandem to the CLEC switch. CLEC calls requiring inward operator assistance will be routed to SBC KANSAS' operator over an IXC network.

3.0 TRUNK DESIGN BLOCKING CRITERIA

Trunk forecasting and servicing for the Local Interconnection Trunk Groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End

Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.0IM [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

Trunk Group Type	Blocking Objective (Neal Wilkinson B.01M)
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange Direct	1 %
IntraLATA Interexchange Tandem	0.5%
911	1 %
Operator Services (DA/DACC)	1 %
Operator Services (0+, 0-)	0.5%
InterLATA Tandem	0.5%

4.0 FORECASTING/SERVICING RESPONSIBILITIES

4.1 CLEC agrees to provide an initial trunk forecast for establishing the initial trunk groups. SBC Kansas shall review this forecast and if SBC Kansas has any additional information that will change the forecast, SBC KANSAS shall provide this information to CLEC. Subsequent forecasts will be provided on a quarterly or semi-annual basis, at CLEC's election. Two of the quarterly forecasts, or one of the semi-annual forecasts, will be provided concurrent with the publication of the SBC Kansas General Trunk Forecast. The forecast will include yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years and the use of Common Language Location Identifier (CLLI-MSG) which is described in Telcordia Technologies documents BR795-100-100 and BR795-400-100. Trunk servicing will be performed on a monthly basis at a minimum.

4.2 The Parties agree to review CLEC's trunk capacity in accordance with CLEC's forecasts, including quarterly forecasts, if so elected and submitted by CLEC.

4.3 Such forecasts shall include, subject to adjustments from time to time as circumstances require:

4.3.1 Yearly forecasted trunk quantities will be for all trunk groups referenced in this appendix for a minimum of three (current and plus-1 and plus-2) years; and

4.3.2 A description of major network projects anticipated for the following six months. Major network projects include the introduction of a new switch, trunking or network rearrangements, orders greater than 4 DS1s or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.3.3 Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

4.4 CLEC shall be responsible for forecasting two-way trunk groups. SBC Kansas shall be responsible for forecasting and servicing any one way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting and servicing any one way trunk groups terminating to SBC Kansas, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used as described in TELCORDIA TECHNOLOGIES document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the Parties.

4.5 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

4.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

5.0 SERVICING OBJECTIVE/DATA EXCHANGE

5.1 Each Party agrees to service trunk groups to the blocking criteria listed in Section 3.0 above. Each party will attempt to service trunk groups in a timely manner when they have sufficient data to determine that the service objectives in Section 3.0 are not being met.

5.2 Each Party will make trunk group blockage information available to the other party by mechanized procedures. The existing exchange of data for Access Trunk Groups will be extended to provide data on all joint trunk groups.

5.3 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative and order control for the purpose of issuing ASR's on two-way trunk groups.

5.4 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. CLEC may send an ASR to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment and to meet end user demand. SBC Kansas shall send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Local Interconnection Trunk Groups which exceed 65% capacity based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. The Party receiving a complete and accurate ASR will issue a Firm Order Confirmation (FOC) within five (5) business days and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within five (5) business days issuance of the FOC.

5.5 In a Blocking Situation:

5.5.1 In a blocking situation, a TGSR will be issued by SBC Kansas when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. CLEC, upon receipt and review of a TGSR, in a blocking situation, will issue an ASR to SBC Kansas within three (3) business days after receipt of the TGSR. CLEC will note "Service Affecting" on the ASR. These orders will be expedited.

6.0 TRUNK UNDERUTILIZATION

6.1 Underutilization of Local Interconnection Trunk Groups or Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. The parties agree that this over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner: This is talking about trunk underutilization not facilities.

6.1.1 If a trunk group is sixty-five percent (65%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than thirty-five percent (35%) excess capacity. In all cases grade of service objectives shall be maintained. SBC KANSAS may send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Local Interconnection Trunk Groups or Meet Point Trunk Groups based on the capacity assessment. Upon receipt of a TGSR, CLEC will issue an Access

Service Request (ASR) to SBC KANSAS within ten (10) business days after receipt of the TGSR subject to the following sections.

6.1.2 Upon review of the TGSR, if CLEC does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

6.1.3 If SBC KANSAS does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC KANSAS will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, SBC KANSAS will issue an ASR to resize the Local Interconnection Trunk Groups or Meet Point Trunk Groups.

6.2 In all cases except a blocking situation, CLEC, upon receipt and review of a TGSR will issue a complete and accurate ASR to SBC Kansas.

6.2.1 Within ten (10) business days after receipt and review of the TGSR; or

6.2.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process.

6.2.3 In a blocking situation or upon reasonable demonstration that blocking is likely if the order is not expedited every effort will be made to accommodate the request.

6.3 Projects require the coordination and execution of multiple orders or related activities between and among SBC Kansas and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, the introduction of a new switch or central offices, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.3.1 Orders that comprise a project shall be jointly planned and coordinated.

6.4 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). SBC Kansas will be responsible for engineering its network on its side of the POI.

6.5 If one of the Parties is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection and Meet Point Trunk Groups by the due date, the Party will provide a requested revised service due date. If CLEC requests a service due date change which exceeds the 31 calendar days after the original due date, the ASR must be cancelled by the CLEC. Should the CLEC fail to cancel such an ASR, SBC Kansas shall treat the ASR as if it were cancelled.

6.6 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.

6.7 In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Appendix due to end user demand, such Party may designate it's ASR as an "Expedite" and the other Party shall use best efforts to issue its FOC and DLR and install service within the requested interval.

7.0 SERVICING OBJECTIVE/DATA EXCHANGE

7.1 Each Party agrees to service trunk groups in a timely manner to the Trunk Design Blocking Criteria as necessary to meet customer demand.

7.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to exchange this data and to work cooperatively to implement an exchange of traffic data utilizing FTP computer to computer file transfer process.

8.0 INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 Where available and at the request of either Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks where it is currently deployed at the time of the request. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different code that is appropriate for the Trunk Type Modifier in the CLCI-Message code.

8.2 SBC Kansas will engineer all Local Interconnection Trunk Groups between SBC Kansas and CLEC to a 6dB of digital pad configuration. Further, as of the date of the execution of this Agreement, SBC Kansas and CLEC will cooperatively work to identify and convert all existing Local Interconnection Trunk Groups to a 6dB of digital pad configuration.

8.3 Each Party will provide to the other test-line numbers (i.e., switch milliwatt numbers) and access to test lines.

8.3.1 Each Party will cooperatively plan and implement coordinated testing and repair procedures, which may include industry standard 105 and 108 tests, for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

9.0 NETWORK MANAGEMENT

9.1 Restrictive Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and SBC Kansas will immediately notify each other of any protective control action planned or executed.

9.2 Expansive Controls

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

9.3 Mass Calling

CLEC and SBC Kansas shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIM) to be used by the Parties to obtain interconnection. These include, but are not limited to: Fiber Meet Point Virtual Collocation; SONET Based; Physical Collocation; leasing of facilities from a third party; CLEC self-buildout; or other mutually agreeable methods of obtaining interconnection.

1.0 FIBER MEET POINT

Fiber Meet Point between SBC KANSAS and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a SBC KANSAS tandem or end office. The Fiber Meet Point will be on a point-to-point linear chain SONET system over single mode fiber optic cable.

If Fiber Meet Point is the selected method for interconnection, Fiber Meet Point shall be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture for trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider or IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC KANSAS where SBC KANSAS is both the Section 251(b)(5) Traffic and IntraLATA Toll provider (hereinafter "Local Interconnection Trunk Groups").

Fiber Meet Point may be used to provide transport for interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture (NIA.)

1.1 There are two basic mid-span interconnection designs:

1.1.1 Design One: CLEC's fiber cable and SBC KANSAS' fiber cable are connected at an economically and technically feasible point between the CLEC location and the last entrance manhole at the SBC KANSAS central office.

1.1.1.1 The Parties may agree to a location with access to an existing SBC KANSAS fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the SBC KANSAS building, even though the CLEC fiber may be physically terminated on a fiber termination panel inside of a SBC KANSAS building. In this instance, CLEC will not incur fiber termination charges and SBC KANSAS will be responsible for connecting the cable to the SBC KANSAS facility.

1.1.1.2 The Parties may agree to a location with access to an existing CLEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the SBC KANSAS fiber may be physically terminated on a fiber termination panel inside of a CLEC building. In this instance, SBC KANSAS will not incur fiber termination charges and CLEC will be responsible for connecting the cable to the CLEC facility.

1.1.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and SBC KANSAS shall mutually determine provision of a fiber termination panel housed in an outside, above ground cabinet placed at the physical POI. Ownership and the cost of provisioning the panel will be negotiated between the two parties.

1.1.2 Design Two: CLEC will provide fiber cable to the last entrance manhole at the SBC KANSAS tandem or end office switch with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for SBC KANSAS to pull the fiber cable to the SBC KANSAS cable vault for termination. In this case the POI shall be at the manhole location.

1.1.2.1 Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party's FOT.

1.1.2.2 The fiber connection point shall occur at the following location:

1.1.2.2.1 A manhole outside of the SBC KANSAS central office. In this situation, CLEC will provide sufficient fiber optic cable for SBC KANSAS to pull the cable into the SBC KANSAS cable vault for termination. The POI will be at the manhole and SBC KANSAS will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.

1.2 Consistent with this Agreement, the Parties will mutually agree upon the precise terms of each Fiber Meet Point facility. These terms will cover the technical details of the Fiber Meet Point as well as other network interconnection, provisioning and maintenance issues.

1.3 The SBC KANSAS tandem or end office switch includes all SBC KANSAS FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for Local Interconnection Trunk Groups as outlined in Appendix ITR. This location is SBC KANSAS' responsibility to provision and maintain.

1.4 In a meet point arrangement, CLEC and SBC KANSAS will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain Local Interconnection Trunk Groups. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and SBC KANSAS.

2.0 AVOIDANCE OF OVER-PROVISIONING

Underutilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires and results in unnecessary costs for SONET systems. To avoid over-provisioning, the Parties will agree to joint facility growth planning as detailed below.

3.0 JOINT FACILITY GROWTH PLANNING

3.1 The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

3.2 Criteria:

3.2.1 Investment is to be minimized;

3.2.2 Facilities are to be deployed in a "just in time" fashion.

3.3 Processes:

3.3.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 65% capacity.

3.3.2 Both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 65% the growth planning process will be suspended and will not be reinitiated until a 65% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

3.3.3 If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;

3.3.4 If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the appropriately sized system shall be deployed at the outset. If the forecast indicates volume sufficient to justify a system larger than OC-3, SBC KANSAS shall provide such a system. If the forecast does not justify installing a system larger than OC-3, another minimally size system (such as on OC-3) should be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

3.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment;

3.3.6 The joint planning process/negotiations should be completed within two months of identification of 70% fill.

4.0 VIRTUAL COLLOCATION

The description of Virtual Collocation is contained in SBC KANSAS' Virtual Collocation tariffs (i.e., SBC KANSAS' Tariff F.C.C. No. 73 and SBC KANSAS Virtual Collocation Tariff).

5.0 SONET-BASED

The description for obtaining interconnection by SONET-Based methods is contained in SBC KANSAS' SONET-Based Interconnection tariffs (i.e., SBC KANSAS' Tariff F.C.C. No. 73 (Federal Access Tariff for SBC-SOUTHWEST).

6.0 PHYSICAL COLLOCATION

The terms and conditions governing Physical Collocation are contained in Appendix Collocation to Attachment 13: Ancillary Functions of this Agreement.

7.0 LEASING OF FACILITIES FROM A THIRD PARTY OR CLEC SELF-BUILDOUT

7.1 CLEC's leasing of facilities from a Third Party Carrier or self-buildout for purposes of Attachment 11: Network Interconnection Architecture shall be up to the discretion of CLEC.

ATTACHMENT 12: INTERCARRIER COMPENSATION

1.0 INTRODUCTION

SBC KANSAS agrees to comply with all generic Kansas Commission reciprocal compensation decisions regarding internet service traffic, including but not limited to Docket 00-GIMT-1054-GIT, subject to the final outcome of appeals of those decisions and the reciprocal compensation selected by the CLEC under this Agreement. Both parties, however, reserve all rights to contest any order or decision requiring the payment of reciprocal compensation for internet service traffic, including the right to seek refunds or to implement a new system of reciprocal compensation, pursuant to regulatory or judicial approval in accordance with the intervening law provisions in the General Terms and Conditions. Nothing in this Attachment shall constitute an admission by SBC KANSAS that ISP-Bound Traffic (as defined in Section 1.2) is in fact Section 251(b)(5) Traffic (as defined below) subject to reciprocal compensation under the 1996 Federal Telecommunications Act.

1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and SBC KANSAS will be classified as either Section 251(b)(5) Traffic (including Local Traffic), ISP-Bound Traffic, Transit Traffic, IntraLATA Interexchange Traffic, Meet Point Billing, FX Traffic (Virtual, Dedicated and FX-type), or Cellular Traffic.

The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements, as defined in this Agreement. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale service.

1.2 Calls originated by CLEC's end users and terminated to SBC KANSAS' end users (or vice versa) will be classified as Section 251(b)(5) Traffic" under this Agreement and subject to reciprocal compensation if the call: (i) originates and terminates to such end-users in the same SBC KANSAS exchange area; or (ii) originates and terminates to such end-users within different SBC KANSAS Exchanges that share a common mandatory local calling area, as defined in SBC KANSAS' tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes. Calls originated by SBC KANSAS' end users and terminated to an ISP served by a CLEC (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (FCC ISP Compensation Order") .

1.3 CLEC may establish its own local calling areas or prices for purpose of retail telephone service offerings.

1.3.1 Pursuant to the Kansas Commission Arbitration Award in Docket No. 05-BTKT-365-ARB, to the extent that Section 251(b)(5) Traffic is provisioned via an FX-type arrangement, such traffic is subject to the rates set forth in Section 3.0 if Option 1 is elected; the rates set forth in Section 1.6.1.2 if Option 2 is elected; or will be subject to a bill and keep arrangement if Option 3 is elected.

1.3.1.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to the FCC's Interim ISP Terminating Compensation Plan Rate as contained below in Section 1.5.2.2 if Option 1 is elected, the rated contained in Section 1.6.1.2 if Option 2 is elected; or will be subject to a bill and keep arrangement if Option 3 is elected.

1.3.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. There are two types of FX service:

1.3.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

1.3.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

1.3.3 "FX Telephone Numbers" (also known as "NPA-NXX" codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area.

1.4 With respect to CLEC's rights and obligations concerning CLEC and SBC KANSAS termination of wireline traffic, CLEC shall select one of the three options set forth below upon execution of this Agreement by making a designation on the signature page of the General Terms and Conditions of the Agreement. If CLEC fails to select one of the billing options identified below upon execution of this Agreement on the signature page in the General Terms and Conditions, Option 2 shall automatically apply as the default billing option, for the duration of the Agreement. CLEC may modify the default billing option made at the time of execution of this Agreement by providing advance written notice to SBC Kansas within thirty (30) days of execution of this Agreement. CLEC will operate pursuant to the provisions of the billing option elected at the time of execution of this Agreement until the 31st day of receipt of such written notice, at which time the rate terms and condition of the new option election will become effective. The parties will work cooperatively to amend the Agreement to reflect the new billing option elected within sixty (60) days of written notification. CLEC may choose a different option if this Agreement is subsequently amended by SBC KANSAS pursuant to the Change In Law provisions of this Agreement. CLEC may amend Agreement to make a one-time election to modify its initial option selection made upon execution of this Agreement. CLEC will operate pursuant to the provisions of the option elected at the time of execution of this Agreement until such amendment is approved by the Commission

1.4.1 Option 1: The rates, terms and conditions for compensation (except those pertaining to Option 3) for Section 251(b)(5) Traffic contained below in Section 3.0 and the FCC's interim ISP terminating compensation rate plan for ISP Bound Traffic as contained below in Section 1.5; or

1.4.2 Option 2: Exchange all ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate as contained below in Section 1.6; or

1.4.3 Option 3: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic and ISP-Bound Traffic, based upon a long-term Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of the two interconnecting parties charges each other for terminating traffic that originates on the other network. Each Party may recover the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party from its end users as it deems necessary. With this option, Parties agree to use SS7 interconnection and the terms and conditions as more particularly described in Section 1.7 below.

1.5 Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic (Option 1)

1.5.1 The CLEC may elect to take the rates, terms, and conditions for Section 251(b)(5) Traffic contain in Section 3.0 of this Attachment, and the rates, terms and conditions for ISP-Bound Traffic in Sections 1.5.2 through 1.5.5 which are based on the FCC ISP Compensation Order.

1.5.2 Intercarrier Compensation Rate for ISP-Bound Traffic:

1.5.2.1 The rates, terms, conditions in this Section 1.5 apply only to the termination of ISP-Bound Traffic. ISP-Bound Traffic is subject to the rebuttable presumption stated below.

1.5.2.2 For traffic exchanged after the effective date of this Agreement, the Parties agree to compensate each other for ISP-Bound Traffic on a minute of use basis at $.0007 per minute of use.

1.5.2.3 Payment of Reciprocal Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

1.5.3 INTENTIONALLY OMITTED

1.5.4 INTENTIONALLY OMITTED

1.5.5 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and SBC KANSAS agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between CLEC and SBC KANSAS exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 1.5. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, CLEC and SBC KANSAS will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 1.5.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

1.5.6 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties which does not exceed a 3:1 terminating to originating ratio as set forth in Section 1.5.5 above, such traffic shall be

defined as "In-Balance" traffic. Each party will invoice the other party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 3.0 for Section 251(b)(5) Traffic.

1.5.7 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 1.5.5 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) traffic, the rates shall be the reciprocal compensation rates set forth in Section 3.0; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 1.5.2.2, until the Growth Cap and/or New Market Bill and Keep arrangement apply if Option one is elected. At such time that Bill and Keep for ISP-Bound Traffic applies, the Carrier whose traffic is "Out-of-Balance" will be responsible for segregating the Bill and Keep traffic from other compensable traffic as outlined in Section 1.5.3.2 above.

1.6 Exchange All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate (Option 2)

The CLEC may elect to take the rates, terms, and conditions contained in this Attachment in Section 1.6. 1 through 1.6.5 for all ISP-Bound Traffic and Section 251(b)(5) Traffic.

1.6.1 Compensation Rate Schedule for ISP-Bound Traffic and Section 251(b)(5) Traffic:

1.6.1.1 The rates, terms, conditions in Sections 1.6.1 through 1.6.4 apply to the termination of all ISP-Bound Traffic and all Section 251(b)(5) Traffic. ISP-Bound Traffic is subject to the rebuttable presumption.

1.6.1.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at $.0007 per minute of use.

1.6.1.3 Under Option 2, Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

1.6.2 INTENTIONALLY OMITTED

1.6.3 INTENTIONALLY OMITTED

1.6.4 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and SBC KANSAS agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between CLEC and SBC KANSAS exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 1.6. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, CLEC and SBC KANSAS will remain obligated to pay the presumptive rates.

1.6.5 Each party will invoice the other party on a monthly basis for Section 251(b)(5) Traffic and ISP-Bound Traffic at the rates set forth in Section 1.6.1.2 if Option two is elected.

1.7 Long-Term Local Bill and Keep Option (Option 3)

As an alternative to Options 1 and 2, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for wireline Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between SBC KANSAS and CLEC in Kansas so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.7. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.0 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include Transit Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, or Cellular Traffic, which shall be subject to compensation as described elsewhere in this Attachment.

1.7.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is in balance within +/-5% of equilibrium (50%).

1.7.1.1 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's end users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) Traffic, and ISP-Bound Traffic multiplied by 100.

1.7.2 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than 5% per month for three (3) consecutive months, CLEC shall change its election and designate Option 1 or Option 2 for all Section 251(b)(5) Traffic and ISP-Bound Traffic.

1.7.3 INTENTIONALLY OMITTED

1.7.4 INTENTIONALLY OMITTED

1.7.4.1 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.

1.7.4.2 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable under Sections 1.7.4. and 1.7.5.

1.7.5 Upon reasonable belief that traffic other than wireline Section 251(b)(5) Traffic defined in Section 1.0 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.

1.7.6 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than wireline Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event

the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in 9.1 of the General Terms and Conditions of this Agreement.

1.7.7 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.

1.7.8 The audit provisions set out in Sections 1.7.6 through 1.7.8 above do not alter or affect audit provisions set out elsewhere in this Agreement.

2.0 RESPONSIBILITIES OF THE PARTIES

2.1 Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where technically available to the transmitting party), the originating Calling Party Number (CPN). For all traffic originated on a Party's network including, without limitation, Interexchange Switched Access Traffic, and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 2.5. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user that originated and/or dialed the call, when including such information is technically feasible. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

2.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

2.3 For traffic which is delivered by one Party to be terminated on the other Party's network, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed as Intrastate IntraLATA Toll Traffic.

2.4 CLEC has the sole obligation to enter into a compensation agreement with third party carriers that CLEC originates traffic to and terminates traffic from, including traffic either originated or terminated to a CLEC end-user served by CLEC using an SBC KANSAS non-resale offering whereby SBC KANSAS provides the end office switching on a wholesale basis. In no event will SBC KANSAS have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless SBC KANSAS against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. SBC KANSAS will not be required to function as a billing intermediary, e.g., clearinghouse. SBC KANSAS may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

3.0 RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC

3.1 If Option 1 is elected by the CLEC, in accordance with Section 1.5 of this Attachment, the compensation set forth below will apply to all Section 251(b)(5) Traffic as defined in Section 1.0 of this Attachment.

3.2 Applicability of Rates:

3.2.1 The rates, terms, conditions in this Section 3.0 apply only to the termination of Section 251(b)(5) Traffic except as explicitly noted.

3.2.2 The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic on a minute of use (MOU) basis. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:

3.3 Rate Elements:

3.3.1 Tandem Served rate elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:

3.3.2 Tandem Switching - compensation for the use of tandem switching only, consisting of a duration (per minute) rate element

3.3.3 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element

3.3.4 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement consisting of a duration (per minute) rate element.

3.4 Intercarrier Compensation for Wholesale Local Switching Traffic

3.4.1 Where CLEC provides service to an CLEC end user using any combination of Network Elements that utilizes an SBC KANSAS non-resale offering whereby SBC KANSAS provides the end office switching on a wholesale basis, CLEC will deal directly with a third party carrier for purposes of reciprocal compensation. The following reciprocal compensation terms (unless CLEC is operating under Option 3) shall apply in all cases where CLEC purchases an SBC KANSAS non-resale offering whereby SBC KANSAS provides the end office switching on a wholesale basis. These terms and conditions are in addition to the terms and conditions outlined in Attachment 6. SBC KANSAS is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

3.4.1.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic where CLEC has purchased an SBC KANSAS non-resale offering whereby SBC KANSAS provides the end office switching on a wholesale basis, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

3.4.1.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC KANSAS end users and CLEC's end users where CLEC utilizes an SBC KANSAS non-resale offering whereby SBC KANSAS provides the end office switching on a wholesale basis, the Parties agree to compensate each other for the termination of such traffic at: (i) the FCC Plan rate specified in Section 1.7.2.2 for the transport and termination of Section 251(b)(5) Traffic, including ISP-Bound Traffic, if Option 2 is elected by CLEC; or

(ii) the End Office Switch rate set forth in Appendix Pricing and as specified in Section 1.4.2.2 for the transport and termination of Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 1.7.8.2 for the transport and termination of ISP-Bound Traffic if Option 1 is elected.

4.0 TANDEM INTERCONNECTION RATE APPLICATION

4.1 Transport and termination rates may vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. If Option 1 or 2 is in effect, the transport and termination rates assessed on the originating carrier shall reflect the functions performed by the terminating carrier in transporting and terminating the calls. Where the terminating party utilizes a tandem switch, or a switch that is capable of serving a geographic area comparable to the area served by an SBC KANSAS tandem switch, the compensation rate for Local Traffic terminated to the party's tandem switch shall consist of the summation of the rates for tandem switching, tandem transport and end office switching as listed in Section 3.3 above.

4.2 Should disputes arise regarding whether CLEC's switch is capable of serving a geographic area comparable to the area served by an SBC KANSAS tandem switch, the Parties shall utilize the Dispute Resolution procedures in this Agreement to resolve the dispute.

5.0 OTHER TELECOMMUNICATIONS TRAFFIC

5.1 The Parties recognize and agree that could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Options 1, 2, and/or 3 above not apply to calls that fit the definitions of:

- IntraLATA Interexchange Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

5.2 The Parties agree that, for the purposes of this Attachment, either Party's end users remain free to place calls on a "Non-Local" basis under any of the above classifications. The applicable rates, terms and conditions for "8YY" Traffic, Feature Group A Traffic, Feature Group D Traffic, IntraLATA and/or InterLATA Traffic, whichever is applicable, shall apply.

6.0 TRANSIT TRAFFIC COMPENSATION

6.1 Transit Traffic is a switching and transport function only, which allows one Party (originating Party) to send Local Traffic, as defined in Section 1.1, to a third party network through the other Party's tandem and/or transport facilities (tandem Party). The Transit Rate set forth below is charged by the tandem Party to the originating Party on a MOU basis. The Transit Rate element is only applicable when calls do not terminate to the tandem Party's End User.

6.2 Where the Transit Provider is sent CPN by the originating carrier, the Transit Provider will send the original and true CPN to the terminating Party. Except as provided in Section 9, below, terminating carriers shall be required to directly bill third parties that originate calls and send traffic over Transiting Carrier's network.

6.3 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party for any lawful charges that any

terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic.

6.4 Unless otherwise provided in this Agreement, neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

6.5 Subject to section 9 below, CLEC shall not bill SBC KANSAS for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC KANSAS is sent CPN or is not sent CPN by the originating company. However, in the event CLEC indicates to SBC KANSAS that unidentified transit traffic volume has become significant, SBC KANSAS agrees to work with CLEC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

6.6 The transit rate above shall also apply in the case of Local Traffic originated in third party ILEC exchange areas that traverses the SBC KANSAS Tandem Office Switch and terminates in other third party exchange areas, providing the other LEC exchanges share a common mandatory local calling area with all SBC KANSAS exchanges included in a metropolitan exchange.

Transit Compensation	
Transit Rate (tandem switching + common transport termination + 7 X Common Transport Facility/mile)	
Zone 3 (Urban)	$0.000953 (1)
Zone 2 (Suburban)	$0.000981 (1)
Zone 1 (Rural)	$0.001027 (1)
Tandem Switching	$0.000789 (1)
Common Transport Termination Facility/mile (multiply this by 7 to develop average transit rate)	
Zone 3 (Urban)	$0.000007 (1)
Zone 2 (Suburban)	$0.000021 (1)
Zone 1 (Rural)	$0.000042 (1)
Common Transport Termination MOU	
Zone 3 (Urban)	$0.000157 (1)
Zone 2 (Suburban)	$0.000171 (1)
Zone 1 (Rural)	$0.000196 (1)

6.7 Compensation for Termination of Optional Calling Area Service Traffic

6.7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Sections 1.2 above.

6.7.2 In the context of this Appendix, Optional Calling Areas (OCAs) in the state of Kansas is outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC is not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

6.7.3 The Optional EAS Transit Rate and *OCA Transport and Termination rates are outlined in Appendix Pricing.*

6.7.4 When a CLEC utilizes an SBC KANSAS non-resale offering whereby SBC KANSAS provides the end office switching on a wholesale basis, to provide services associated with a telephone number with a NXX which has an expanded 2-way area calling scope (EAS) in a SBC KANSAS end office, CLEC will pay the charge contained in Appendix Pricing labeled "EAS Port Additive per MOU". The additives to be paid by CLEC to SBC KANSAS are $0.024 per MOU for toll-free calls made by a SBC KANSAS customer from a metro exchange to an exchange contiguous to a metro exchange and $0.0355 per MOU for toll free calls made by a SBC KANSAS customer to CLEC's optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2-way calling area. These additives will apply in addition to cost-based transport and termination rates for Optional EAS service set forth in the Appendix Pricing.

7.0 INTENTIONALLY OMITTED

8.0 COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC

8.1 IntraLATA Interexchange Traffic, not considered EAS Traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll Traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 11.

8.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.

8.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.

9.0 COMPENSATION FOR ORIGINATION AND TERMINATION OF SWITCHED ACCESS SERVICE TRAFFIC TO OR FROM AN INTEREXCHANGE CARRIER (IXC) (MEET-POINT BILLING (MPB) ARRANGEMENTS)

9.1 For interLATA traffic and intraLATA traffic, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.

9.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers via a Party's access tandem switch, in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB will be determined during joint network planning.

9.3 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

9.4 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format or via a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate meet point billing will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals. Each Party will act as the Official Recording Company for switched Access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic

9.5 Initially, billing to interexchange carriers for the Switched Access Services jointly provided by the parties via the MPB arrangement will be according to the multiple bill single tariff method. As described in the MECAB document each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.

9.6 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.

10.0 INTENTIONALLY OMITTED

11.0 BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC, ISP-BOUND TRAFFIC AND INTRALATA TOLL TRAFFIC

11.1 In SBC KANSAS each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These terminating recordings are the basis for each Party to generate bills to the originating carrier.

11.1.1 Where a terminating CLEC is not technically capable of billing the originating carrier through the use of terminating records, SBC KANSAS will provide terminating CLEC the appropriate call records that will allow the terminating CLEC the ability to directly bill the proper intercarrier compensation charges to the originating carrier.

11.1.2 Where CLEC is using terminating recordings to bill intercarrier compensation, SBC KANSAS will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party telecommunications carrier using an SBC KANSAS non-resale offering whereby SBC KANSAS provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.

11.2 ISP-Bound Traffic will be calculated using the 3:1 Presumption as outlined in Sections 1.5.5 and 1.6.4 above.

11.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

11.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12.0 INTENTIONALLY OMITTED

13.0 INTENTIONALLY OMITTED