Attachment 10

Ionex's Complaint Against SWBT

2000.10.23 16:55:49
Kansas Corporation Commission
/S/ Jeffrey S. Wagman

THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

STATE CORPORATION COMMISSION

OCT 23 2000

Docket Room

Before Commissioners: John Wine, Chair
Cynthia L. Claus, Commissioner
Brian J. Moline, Commission

In the Matter of Complaint By Ionex Communications, Inc., Against Southwestern Bell Telephone Company For Charging Improper Rates for Unbundled Network Elements) Docket No. 01-SWBT-344-COM

COMPLAINT

COMES NOW Ionex Communications, Inc. ("Ionex"), by and through its attorneys pursuant to K.A.R. 82-1-220 and hereby makes the following Complaint against Southwestern Bell Telephone Company ("S WBT").

INTRODUCTION

Ionex files this complaint to enforce the Commission's orders issued *In the Matter of Joint Application of Sprint United Telephone Company, United Telephone Company of Kansas, Untied Telephone Company of Eastern Kansas, United Telephone Company of South Central Kansas and United Telephone Company of Southeastern Kansas for the Commission to Open A generic Proceeding on Southwestern Bell Telephone Company's Rates for Interconnection, Unbundled Elements, Transport and Termination and Resale,* Docket No. 97-SCCC-149-GIT (hereinafter the "Generic UNE Docket"). SWBT has illegally failed and refused to apply the Commission's permanent UNE rates to Ionex' interconnection agreement with SWBT.

BACKGROUND

1. Ionex is a Kansas corporation with its principal place of business at 5710 LBJ Freeway, Suite 215, Dallas Texas, 75240. The Commission has certified Ionex to provide local

and interexchange services in Kansas. In November, 1999, Ionex Telecommunications, Inc. (Ionex Communications Inc.'s parent company) purchased Feist Long Distance Service, Inc. ("Feist"), a certificated provider of local exchange and interexchange services in Kansas, from Advanced Communications Group, Inc. ("Advanced"). Feist subsequently changed its name to Ionex Communications, Inc.

2. When Ionex Telecommunications, Inc. purchased Advanced, Advanced was operating under an interconnection agreement approved by the Commission by order dated March 23, 1999 in Docket No. 99-SWBT-43 1-IAT (the "Advanced Agreement"). The Advanced Agreement contained an Attachment UNE with interim pricing that was to be replaced by the Commission's cost-based price determinations in the Generic UNE docket. (See Section 13.2 of the Attachment UNE at page 50 (attached hereto as Exhibit A)).

3. The interim UNE rates in the UNE Pricing Appendix to the Advanced Agreement are up to three hundred percent higher than the rates announced in the Commission's order of February 19, 1999 in the Generic UNE Docket (hereinafter the "February Order"). In the February Order, the Commission set permanent interconnection and UNE prices for CLECs interconnecting with SWBT in Kansas. Consistent with the Commission's goals in opening the Generic UNE Docket and pursuant to the Advanced Agreement, the rates in the February Order should have immediately become a part of the Advanced Agreement. However, SWBT did not make Ionex (Advanced's successor in interest) aware of the Commission-ordered rates, and SWBT did not offer the Commission-ordered rates for the UNE pricing pursuant to the Advanced Agreement. Furthermore, now that Ionex is aware of the February Order, SWBT refuses to acknowledge that the Commission-ordered permanent rates are applicable to the Advanced Agreement. SWBT's refusal is illegal, anti-competitive and must be stopped by this Commission.

4. Ionex is a small CLEC which has only recently begun providing service in Kansas. As a new company, Ionex is particularly vulnerable to the anti-competitive conduct in which SWBT is engaging. Ionex is dependent on purchasing UNEs from SWBT at fair, cost-based rates, and SWBT's conduct is depriving Ionex of its ability to compete. As but one example (and a particularly egregious example) of SWBT's pricing practices, for 2-wire unbundled loops Ionex is paying SWBT the following amounts on a recurring basis: $70.30 for Zone 1, $26.55 for Zone 2, and $19.65 for Zone 3. Ionex understands that the Commission-determined recurring rates, announced in the February and September Orders, are $23.34 in Zone 1, $13.64 in Zone 2, and $11.86 in Zone 3. Absent swift action by the Commission to bring an end to SWBT anti-competitive conduct, Ionex will be out of business in Kansas.

5. Ionex management has made it abundantly clear to SWBT that its pricing practices must change immediately. Ionex' general counsel, Sue Weiske, has contacted SWBT personally on many occasions in recent weeks, as recently as Friday, October 20, 2000, and SWBT has failed to commit to charge the proper rates.

6. The Generic UNE Docket was opened in November, 1996, when the Commission granted Sprint's request for a generic investigation to determine SWBT's rates. In opening the Generic UNE Docket, the Commission noted that the arbitration period provided in the federal Telecommunications Act was too short to allow an in-depth examination of cost issues involved in setting rates. The Generic UNE Docket was opened to provide the opportunity to set rates consistent with the federal Telecommunications Act for all CLECs in Kansas. Advanced participated in the Generic UNE Docket. In examining UNE rates, the Commission issued orders adopting TELRIC as the cost methodology required under §252(d) of the federal Telecommunications Act, selecting SWBT's cost studies and setting inputs for the cost studies. These decisions led to the permanent rates set in the February Order. In setting those permanent

prices, the Commission held that "the prices.. . . are based on the TELRIC cost of UNEs and interconnection and are just and reasonable." Further, the Commission ruled that "[a]ll CLECs can avail themselves of the prices established herein." (Id. at ¶74).

7. In April, 1999, the Commission granted reconsideration of the February Order, but it pointedly refused to stay the effect of the permanent UNE rates'. Further, when the Commission issued its Order on Reconsideration on September 19, 1999, it reaffirmed its prior findings that the UNE rates set in February were TELRIC based and held "in general, SWBT's cost to provide UNEs and interconnection will not vary from CLEC to CLEC; thus, the price established under TELRIC for those elements should not vary." (September Order at ¶ 78). Finally, the Commission held that the cost based pricing determined in the generic proceeding should be generally available to all CLECs. (Id.)

8. In November, 1999, SWBT filed a complaint in the United States District Court for the District of Kansas and an appeal in the Kansas Court of Appeals, challenging the Commission's authority to use TELRIC as a costing methodology in setting the UNE rates.[2] Advanced was named in the District Court complaint as a CLEC that would receive UNE pricing in its existing interconnection agreement pursuant to the rates set by the Commission in the February and September Orders. Shortly after filing, SWBT sought, and was granted, a stay of both proceedings, leaving the Commission's February and September orders in place and in effect during the stays.

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[1] See Order of April 6, 1999 and KAR 82-1-235(e), stating that the granting of a reconsideration shall not excuse any person or corporation from complying with a Commission order.

[2] *See Southwestern Bell Telephone Company v. the State Corporation Commission et al.*, Kansas Court of Appeals Case *No.* 1999-84295-A; *Southwestern Bell Telephone Company v. AT&T Communications of the Southwest, Inc. et al.*, United States District Court for the District of Kansas, Case No. 99-4180-SAC.

9. In May, 2000, Ionex began to submit UNE orders under the Advanced Agreement. After receiving SWBT's invoices for the services, Ionex became concerned about the pricing which appeared to be substantially higher than Ionex' bills for services in other states. In comparing the pricing in the Advanced Agreement to rates that SWBT submitted when negotiating a new Kansas interconnection agreement in August, 2000,[3] Ionex again noticed the substantial difference. Shortly thereafter, Ionex learned that the rates offered by SWBT in the new interconnection agreement were the rates that were set by this Commission in the February Order. Upon discovering this and reviewing the orders issued by the Commission in the Generic UNE Docket, Ionex demanded that its bills under the Advanced Agreement be revised to reflect the Commission rates set in the February and September, 1999 Orders. SWBT responded that since SWBT appealed the February and September orders setting permanent rates for UNEs, the UNE rates were not incorporated into the Advanced Agreement and thus were not available to Ionex. Further, SWBT stated that it was concerned that other CLECs would seek to avail themselves of the Commission-ordered rates if SWBT provided them to Ionex in the Advanced Agreement.

10. SWBT's position directly contradicts SWBT's representations to the U.S. District Court, the Kansas Court of Appeals, and to this Commission. As reflected in the attached pleading (Exhibit B), SWBT has strongly argued that the permanent rates set by the Commission in the Generic UNE Docket are the only rates available to CLECs absent unique and special circumstances. As stated by SWBT, "the Commission's Orders make it abundantly clear that only **if a proposed interconnection agreement requires a 'special or unique arrangement, is a deviation from the Commission ordered rates warranted.**" (Emphasis. in original.) "..SWBT believes it was the Commission's intent to limit application of the 'special or unique'

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3 The new agreement has been filed, but is not yet approved by this Commission.

circumstances exception to those rare instances when a CLEC requests to interconnect involves special or unique work requirements and/or costs other than those contemplated in the establishment of the rates, not the basic nature of or the language used in the interconnection document itself."[4] Therefore, as there is nothing unique about the service SWBT delivered and continues to deliver to Ionex under the Advanced Agreement, by SWBT's own admission, the Advanced Agreement may not include any rates different from those ordered by this Commission.

11. Another fatal problem with SWBT's response denying Ionex the Commission-ordered rates is that SWBT relies on its judicial challenges to the February and September Orders. However, SWBT itself requested a stay of both the federal and state actions, agreeing that the Commission Orders would remain in effect during the stays. Finally (as if there needs to be more), SWBT has recently agreed to withdraw these actions pursuant to a Stipulation and Agreement entered into with the Commission Staff that was recently approved by this Commission. In the Stipulation, SWBT again acknowledges that the February and September Orders remain in effect.

12. Clearly, SWBT is knowingly and intentionally violating the Commission's Orders in the Generic UNE Docket, operating in bad faith and engaging in anti-competitive behavior with the intent of harming a competitor. This Commission should not allow such insults to its authority and such blatantly illegal activity to continue. Ionex requests expeditious consideration of this complaint in order to mitigate the harm resulting from SWBT's anti-competitive and illegal behavior.

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[4] See Motion of SWBT to Determine and Limit Arbitrable Issues, in the Matter of Petition of DIECA Communications, Inc. d/b/a Covad Communications Company for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with SWBT, Docket No. 00-DCIT-389-ARB, at page 7.

CONCLUSION

WHEREFORE, Ionex Communications, Inc., prays for an order (1) finding SWBT in violation of the Commission's February 19, 1999 and September 17, 1999 Orders in Docket No. 97-SCC-149-GIT, (2) directing SWBT to come into immediate compliance and apply the applicable rates from those Orders to all UNEs orders submitted by Ionex under the Advanced Agreement since February 19, 1999, and (3) directing SWBT to reimburse Ionex for all expenses and attorneys fees incurred in bringing this complaint.

Respectfully submitted,

By: _____

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ATTORNEYS FOR IONEX
COMMUNICATIONS, INC.

VERIFICATION

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

I, Lisa C. Creighton, of lawful age, being first duly sworn upon my oath, state:

I am the attorney for the above-named petitioner; I have read the above and foregoing Complaint, and, upon information and belief, state that the matters therein appearing are true and correct.

Lisa C. Creighton

Subscribed and sworn to before me this 24th day of October, 2000.

Notary Public'

My Commission Expires:

BARBARA A. THRELKELD
Notary Public-Notary Seal
STATE OF **MISSOURI**
Platte County
My Commission Expires: Feb. 20, 2001

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was mailed, postage prepaid, this 23rd day of October, 2000, to:

April J. Rodewald, Esq.
Bruce A. Ney, Esq.
Michelle Boehm O'Neal, Esq.
Southwestern Bell Telephone Company
220 East Sixth Street, Room 515
Topeka, Kansas 66603-3596

Attorney for Ionex Telecommunications, Inc.

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

This Attachment Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to Advanced Communications Group, Inc. 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.

2.0 General Terms and Conditions

2.1 SWBT will permit Advanced Communications Group, Inc. to designate any point at which it wishes to connect Advanced Communications Group, Inc.'s facilities or facilities provided by a third party on behalf of Advanced Communications Group, Inc. with SWBT's network for access to unbundled. Network Elements for the provision by Advanced Communications Group, Inc. of any Telecommunications Service., If the point designated by Advanced Communications Group, Inc. is technically feasible, SWBT will make the requested connection.

DISPUTED ISSUE

Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings provided to Advanced Communications Group, Inc. or third Parties with the exception of tariffed collocation services. (S WBT position)

Unbundled Network Elements may be connected to or combined with SWBT access services or other SWBT tariffed offerings provided to Advanced Communications Group, Inc. or third Parties to the extent that such services are not available as Unbundled Network Elements. (Advanced Communications Group, Inc. position)

(Note: With regard to the above disputed issue, the Parties agree to continue to negotiate to resolve their disagreement, Should the Parties be unable to resolve their differences, the Parties agree that they will submit the dispute to the Commission for resolution. Additionally, the Parties agree to reform this Agreement in accordance with the resolution thereof]

2.2 Subject to the terms and conditions of this Attachment 6, Advanced Communications Group, Inc. may designate any technically feasible network interface to a Network Element.

2.3 Advanced Communications Group, Inc. may use one or more Network Elements to provide any technically feasible feature, function, or capability that such Network Element(s) may provide.

2.4 SWBT will provide Advanced Communications Group, Inc. access to the unbundled Network Elements provided for in this Attachment,_without restriction. Advanced Communications Group, Inc. is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a Telecommunications Service under this Agreement. SWBT will allow Advanced Communications Group, Inc. to order each Netdork Element,, pursuant to Attachment 7, in order to permit Advanced Communications Group, Inc. to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network.

DISPUTED ISSUE

When Advanced Communications Group, Inc. recombines Unbundled Network Elements to create services identical to SWBT's retail offerings, the prices charged to Advanced Communications Group, Inc. for the rebundled services will be computed as SWBT's retail prices Less the wholesale discount and offered under the same terms and conditions, including the application of access charges. (S WBT position)

When Advanced Communications Group, Inc. recombines Unbundled Network Elements in any combination the prices for such elements will be the unbundled network element prices as shown in Appendix Pricing - UNE to this Attachment. (Advanced Communications Group, Inc. position)

(Note: With regard to the above disputed issue, the Parties agree to continue to negotiate to resolve their disagreement, Should the Parties be unable to resolve their differences, the Parties agree that they will submit the dispute to the Commission for resolution. Additionally, the

Parties agree to reform this Agreement in accordance with the resolution thereof.]

Any request by Advanced Communications Group, Inc. for SWBT to provide a type of connection between Network Elements that are not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made available in accordance with the Special Request process.

2.5 For customer migration from SWBT to Advanced Communications Group, Inc. which involves a disconnect of the existing service and coordinated (as mutually defined by the Parties) installation, orders on an element by element basis or elements in combination must be placed by Advanced Communications Group, Inc. SWBT will not physically disconnect intentionally the elements that are currently connected at the time the orders are placed.

2.6 Various subsections below list the Network Elements that Advanced Communications Group, Inc. and SWBT have identified as of the Effective Date of this Agreement. SWBT will upon request of Advanced Communications Group, Inc. and to the extent technically feasible provide Advanced Communications Group, Inc. additional Network Elements or modifications to previously identified Network Elements for the provision by Advanced Communications Group, Inc. of a Telecommunications Service. Such requests will be processed in accordance with the Special Request process.

2.7 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the Telecommunications Services provided by Advanced Communications Group, Inc. through the use of those elements.

2.8 Where unbundled elements provided to Advanced Communications Group, Inc. are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs, unless such element is disconnected in error. The Parties agree to release facilities associated with their respective customer's end user services upon request of the end user or the end user's agent.

2.9 The Parties acknowledge that the Commission may decline to require unbundling of Network Elements beyond those identified in 47 CFR

Section 5 1.3 19 only if the Commission concludes that: (1) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to Advanced Communications Group, Inc. on an unbundled basis, and Advanced Communications Group, Inc. could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SWBT's network; or (2) the Commission concludes that the failure of SWBT to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service Advanced Communications Group, Inc. seeks to offer, compared with providing that service over other unbundled Network Elements in SWBT's network.

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

2.11 SWBT will provide Advanced Communications Group, Inc. reasonable notification of service-affecting activities that may occur in normal operation of SWBT's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine 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 SWBT and Advanced Communications Group, Inc.

2.12 Network elements provided to Advanced Communications Group, Inc. under the provisions of this Attachment will remain the property of SWBT.

2.13 SWBT will provide network elements where technically feasible. Where facilities and equipment are not available, Advanced Communications Group, Inc. may request and, to the extent required by law and as SWBT may otherwise agree, SWBT will provide Network Elements through the Special Request process.

2.14 The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT 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.

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

2.16 When converting a SWBT account to a Advanced Communications Group, Inc. account, the conversion will be handled as a disconnect of the current account and a coordinated new connect of the unbundled network elements account.

2.17 Performance of Network Elements

2.17.1 Each Network Element provided by SWBT to Advanced Communications Group! Inc. will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act and subject to sections 2.17.3 - 2.17.5. Such publications will be shared with Advanced Communications Group, Inc. Advanced Communications Group, Inc. may request, and SWBT will provide, to the extent technically feasible, Network Elements that are superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.

2.17.2 SWBT will provide a SWBT Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to Advanced Communications Group, Inc. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities-:

2.17.3 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 will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. Advanced Communications Group, Inc. will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.17.4 Where SWBT is required to provide six or twelve month notice to Advanced Communications Group, Inc. pursuant to Section 2.21.3, Advanced Communications Group, Inc. may submit a request within thirty (30) days of Advanced Communications Group, Inc.'s receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SWBT is permitted to provide less than six months notice, Advanced Communications Group, Inc. may submit such request within ten days of Advanced Communications Group, Inc.'s receipt of SWBT's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, SWBT, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by Advanced Communications Group, Inc., including any expenses associated with changes in facilities, operations or procedure of SWBT, network protection criteria, or operating or maintenance characteristics of the facilities. To the extent requested characteristics are not specifically provided for therein, Advanced Communications Group, Inc.'s request will be considered under the Special Request Process and the process will be completed prior to modifying Advanced Communications Group, Inc.'s affected element.

2.17.5 For elements purchased through the Special Request Process, SWBT, in its discretion, will determine whether it can offer the applicability of the preceding paragraph on a case by case basis.

2.17.6 For each Network Element provided for in this Attachment, SWBT Technical Publications or other written descriptions meeting the requirements. of this section will be made available to Advanced Communications Group, Inc. not later than March 1, 1997.

2.17.7 SWBT and Advanced Communications Group, Inc. will jointly define performance data consistent with that provided by SWBT to other LSPs, that is to be provided monthly to Advanced Communications Group, Inc. to measure whether unbundled Network Elements are provided at least equal in quality and performance to that which SWBT provides to itself and other LSPs. Such performance data will be defined by the Parties no later than ninety (90) days from the effective date of this Agreement or a date mutually agreeable by the Parties. The Parties will review the measures three months after Advanced Communications Group, Inc.'s first purchase of a SWBT network element to determine if (1) the information meets the needs of the Parties and (2) the information can be gathered in an accurate and timely manner. SWBT will not be held accountable for performance comparisons based on the data until after the three month review or longer as the Parties may agree.

2.18 Advanced Communications Group, Inc. will 'connect equipment and facilities that are compatible with the SWBT Network Elements and wiil use Network Elements in accordance with the applicable regulatory standards and requirements referenced in section

2.19 Special Request

Sections 3 - 11 below identify specific unbundled Network Elements and provide the terms and conditions on which SWBT will offer them to Advanced Communications Group, Inc. Any request by Advanced Communications Group, Inc. for an additional unbundled Network Element, or modifications to previously identified Network Elements, both to the extent technically feasible, will be considered under this Special Request process. Where facilities and equipment are not available, Advanced Communications Group, Inc. may request and SWBT may agree to provide, Network Elements through the special request process.

2.19.1 Each Party will promptly consider and analyze access to new unbundled Network Element with the submission of a Network Element Special Request hereunder. The Network Element Special Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 9 1- 141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

2.19.2 A Network Element Special Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.

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

2.19.4 Within ten (10) business days of its receipt, the receiving Party will acknowledge receipt of the Network Element Special Request.

2.195 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Special Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Special Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

2.19.6 If the receiving Party determines that the Network Element Special Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Special Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

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

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

2.19.9 Within thirty (30) days of its receipt of the Network Element Special Request quote, the requesting Party must either confirm its order for the Network Element Special Request pursuant to the Network Element Special Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

2.19.10 If a Party to a Network Element Special Request believes that the other Party is not requesting, negotiating or processing the Network Element

Special Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

3. **Network Interface Device**

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

3.2 Advanced Communications Group, Inc. may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Any repairs, upgrade and rearrangements required by Advanced Communications Group, Inc. will be performed by SWBT based on time and material charges.

3.3 To the extent a SWBT NID exists, it will be the interface to customers' premises wiring unless Advanced Communications Group, Inc. and the customer agree to an interface that bypasses the SWBT NID

3.4 Advanced Communications Group, Inc. will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SWBT NID, unless Advanced Communications Group, Inc. and the customer agree to an alternate interface as provided for in section 3.3.

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

3.6 The SWBT NIDs that Advanced Communications Group, Inc. uses under this Attachment will be those installed by SWBT to serve its customers.

3.7 Advanced Communications Group, Inc. will not attach to or disconnect SWBT's ground. Advanced Communications Group, Inc. will not cut or disconnect SWBT's loop from its protector. Advanced Communications Group, Inc. will not cut any other leads in the NID. Advanced Communications Group, Inc. will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. Advanced

Communications Group, Inc. will tighten all screws or lugs loosened by Advanced Communications Group, Inc. in the NID's enclosure and replace all protective covers.

4. **Local Loop**

4.1 **Definition**

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

4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing-Unbundled Network Elements the following types of unbundled loops:

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

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

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

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

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

4.3 Advanced Communications Group, Inc. may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, including, without limitation, loops capable of carrying DS3 signals, pursuant to the Special Request process.

4.4 If Advanced Communications Group, Inc. requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) or Remote

Switching technology, SWBT 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 Advanced Communications Group, Inc. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of Advanced Communications Group, Inc.'s request notify Advanced Communications Group, Inc. of the lack of available facilities. Advanced Communications Group, Inc. may request alternative arrangements through the Special Request process.

4.5 In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to unbundled loops or entrance facilities when used in an explosive atmosphere. Advanced Communications Group, Inc. will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to Advanced Communications Group, Inc.'s or Advanced Communications Group, Inc. end user's use of unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by SWBT.

5. Local Switching

5.1 Defmition

The local switching element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, fcr example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number, dial tone, signaling and access to 911, operator services, directory assistance, and features and functions necessary to provide services required by law. In addition, the local switching element includes all vertical features that the switch is capable of providing, including custom calling, CLASS features, and centrex-like capabilities, as well as any technically feasible customized routing functions.

5.2 **Technical Requirements**

5.2.1 SWBT will provide the local switching element so that the dialing plan associated with the port will be equal to the dialing plan established in the office for SWBT's own customers. When the established dialing plan calls for 10 digit dialing, it will apply equally to Unbundled Local Switching purchased by Advanced Communications Group, Inc.

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

5.2.3 When Advanced Communications Group, Inc. requests Customized Routing, either through Unbundled Local Switching or Resale, SWBT will route local operator and directory assistance calls to Advanced Communications Group, Inc.'s Gperator Services and Directory Assistance platforms. In addition, at Advanced Communications Group, Inc.'s request, for the Unbundled Local Switching element, SWBT will route local calls to Advanced Communications Group, Inc. designated facilities rather that to SWBT's common network.

5.2.3.1 Subject to the above, SWBT will provide Customized Routing with Unbundled Local Switching or Resale only according the following conditions: Customized Routing will only be permitted on a class of call basis (i.e., all Directory Assistance Calls and/or all Operator Services calls (or all local calls for Unbundled Local Switching only) must be routed to the same dedicated facility.)

5.2.3.2 The establishment of Customized Routing in a SWBT end office will be subject to the rates and conditions specified on an individual case basis and will be provided in a non-discriminatory manner.

5.2.3.3 Customized Routing of Advanced Communications Group, Inc. Directory Assistance and Operator Services

5.2.3.3.1 Where Advanced Communications Group, Inc. purchases Unbundled Local Switching or Resale and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features 'required to route calls from Advanced Communications Group, Inc. customers for Directory Assistance and Operator Services to

Advanced Communications Group, Inc. designated trunks for the provision of Advanced Communications Group, Inc. Directory Assistance and Operator Services, in accordance with this Attachment.

5.2.3.3.2 Customized Routing of Directory Assistance and Operator Services will be provided to Advanced Communications Group, Inc. on an ICB basis in a non-discriminatory manner with respect to all aspects of availability, implementation, and pricing.

5.2.3.3.3 The Parties agree that, in the event of an emergency wherein an Advanced Communications Group, Inc. customer must reach a non-Advanced Communications Group, Inc. customer that has a non-published telephone number, the Advanced Communications Group, Inc. operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators

5.2.3.3.4 SWBT will forward with Directory Assistance and Operator Services calls from Advanced Communications Group, Inc. customers the appropriate line data required by Advanced Communications Group, Inc. to identify the type of line for the purposes of call handling and recording.

5.2.3.3.5 Direct routing capabilities described herein will permit Advanced Communications Group, Inc. customers to dial the same telephone numbers for Advanced Communications Group, Inc. Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.

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

5.2.4 SWBT will route InterLATA calls as defined by the exchange dialing plan via the existing PIC process when Advanced Communications Group, Inc. uses Local Switching elements. Until such time that the Commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll

calls as defined by the exchange dialing plan when Advanced Communications Group, Inc. uses Local Switching elements. Additionally, SWBT will provide intraLATA toll to Advanced Communications Group, Inc. at the resale discount identified in the Resale Attachment and related appendices, without other usage sensitive charges. When the Commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls to the presubscribed carrier.

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

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

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

5.2.8 SWBT will record billable events, where technically feasible, and send the appropriate billing data to Advanced Communications Group, Inc. as outlined in Attachments 9: and Attachment: 10 .

5.2.9 SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. Advanced Communications Group, Inc. requests for use of SWBT adjuncts will be handled through the Special Request process.

5.2.10 SWBT will provide Usage Data and trouble history regarding a customer line, upon Advanced Communications Group, Inc.3 request as provided in Attachment: 8 and Attachment: 10.

5.2.11 SWBT will allow 'Advanced Communications Group, Inc. to designate the features and functions that are activated on a particular unbundled switch

port to the extent such features and functions are available or as may be requested by the Special Request process.

5.3 Interface Requirements:

5.3.1 SWBT will provide the following interfaces to loops:

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

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

5.3.1.3 DS 1 Trunk Port: A digital trunk side switch connection that provides the equivalent of 24 paths used primarily for voice communications via customer premises equipment provided by a PBX switch (4 wire).

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

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

5.3.1.6 Advanced Communications Group, Inc. May request additional port types from SWBT through the Special Request process.

6. Tandem Switching

6.1 Definition

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

6.2 Technical Requirements

6.2.1 Tandem Switching will provide trunk to trunk connections for local calls between two end offices including two offices belonging to different

CLEC's (e.g., between an Advanced Communications Group, Inc. end office and the end office of another CLEC).

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

6.2.3 To the extent that SWBT manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. Advanced Communications Group, Inc. agrees to respond to SWBT's notifications regarding network congestion.

6.2.4 Where SWBT provides the Local Switching Network element and the Tandem Switching Network element to Advanced Communications Group, Inc. from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.

7. Operator Services and Directory Assistance

7.1 Definition:

Operator Services and Directory Assistance (OS/DA) is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The OS/DA, Network Element provides two types of functions: Operator Service functions and Directory Service functions, each of which is described in Attachments OS (Other) and DA (Other).

8. Interoffice Transport

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

8.1 Common Transport

8.1.1 Definition: Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit Advanced Communications Group, Inc. to connect its Local Switching element with Common Transport to transport the local call dialed by the Local Switching element to its destination through the use of SWBT's common transport network. Common Transport will also permit Advanced Communications Group, Inc. to utilize SWBT's common network between a SWBT tandem and a SWBT end office.

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

8.2 Dedicated Transport

8.2.1 Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SWBT or Advanced Communications Group, Inc. or third parties acting on behalf of Advanced Communications Group, Inc., or between switches owned by SWBT or Advanced Communications Group, Inc. or third parties acting on behalf of Advanced Communications Group, Inc. Dedicated Transport includes Digital cross-connect system (DCS) functionality as specified below.

8.2.1.1 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to Advanced Communications Group, Inc.

8.2.1.2 SWBT will offer Dedicated Transport using then-existing infrastructure facilities and equipment. To the extent facilities and equipment are not presently available, Advanced Communications Group, Inc. may request them pursuant to the Special Request process.

8.2.1.3 SWBT will provide Dedicated Transport at the following speeds: DS1(1.544Mbps), DS3(45Mbps), OC3(155.520Mbps) and OC12(622.080Mbps). In addition. SWBT offers OC48(2488.320Mbps) bandwidth as an option for interoffice capacity. Advanced Communications Group, Inc. may request other interface options pursuant to the Special Request process.

8.2.1.4 Dedicated Transport elements are provided over such routes as SWBT may elect in its own discretion. If Advanced Communications Group, Inc. requests special routing of Dedicated Transports, SWBT will respond to such requests under the Special Request process.

8.2.1.5 Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities or vice versa.

8.2.1.5.1 Advanced Communications Group, Inc. will use multiplexing/demultiplexing when connecting a DS 1 or greater bandwidth Dedicated Transport element to a SWBT analog end office switch.

8.2.2 Technical Requirements For All Dedicated Transport

This Section sets forth technical requirements for all Dedicated Transport.

8.2.2.1 When provided by SWBT to itself or when requested by Advanced Communications Group, Inc. pursuant to the Special Request process, 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.

8.2.3 Digital Cross-Connect System (DCS)

8.2.3.1 SWBT will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers or additional functionality as the Parties may agree.

8.2.3.2 The DCS is a central office cross-connect system for the remote reconfiguration of Dedicated Transport facilities.

8.2.3.3 Advanced Communications Group, Inc. may -utilize the DCS Dedicated Transport element through the use of a terminal on Advanced Communications Group, Inc. premises to access a database maintained by SWBT to reconfigure Advanced Communications Group, Inc.'s Dedicated Transport facilities.

8.2.3.4 Advanced Communications Group, Inc. may use the DCS to directly access and control Advanced Communications Group, Inc.'s 45Mbps or 1.544Mbps facilities or unbundled Dedicated Transport, subtending channels, and Intemodal Facilities (the facilities that connect a DCS in one

central office with a DCS in another central office). DCS devices will perform 3/3, 3/1, and 1/0 type functions. To the extent technically feasible and made available to interexchange carriers, DCS devices will be SONET capable and will terminate SONET signals.

8.2.3.5 Advanced Communications Group, Inc. will remotely access the DCS by using a terminal on Advanced Communications Group, Inc.'s premises in conjunction with Advanced Communications Group, Inc.'s facilities or SWBT Dedicated Transport elements (Entrance Facility and/or I/O Transport), or in conjunction with a local telephone line with a seven digit telephone number.

8.2.3.6 SWBT will make DCS available at those hubs where SWBT cross-connect systems are located. SWBT will provide a list of those hubs to Advanced Communications Group, Inc.

8.2.3.7 SWBT will make two DCS options available to Advanced Communications Group, Inc.: On-demand; and Reservation. The on-demand option allows Advanced Communications Group, Inc. to make irnmediate changes to the network, while the reservation option aliows Advanced Communications Group, Inc. to execute a change at a specified time designated by the Advanced Communications Group, Inc.

8.2.3.8 Advanced Communications Group, Inc. may use DCS to perform the following functions:

8.2.3.8.1 Routing/Rerouting - Tine routing feature allows Advanced Communications Group, Inc. to select the routes that will be used to connect circuits between DCSs. Advanced Communications Group, Inc. may control the route selection process by various parameters according to the Advanced Communications Group, Inc.'s needs. Advanced Communications Group, Inc. may also reroute circuits from a failed internodal facility to a working one.

8.2.3.8.2 Renaming-Advanced Communications Group, Inc. may rename its network locations, circuits, and facilities.

8.2.3.8.3 Special Day Definition - Advanced Communications Group, Inc. may specify circuit reconfiguration on special days, e.g., payday, holidays.

8.2.3.8.4 Resource-. Verification - Advanced Communications Group, Inc. may verify the resource availability for the reservation period in its

reconfiguration request prior to the system's confirmation or denial of the request.

8.2.3.8.5 Transaction Log - Advanced Communications Group, Inc. is provided database log that contains every transaction involving reconfigurations.

8.2.3.8.6 Compatibility Table - Advanced Communications Group, Inc. may view the allowable access line combinations that can be used with the DCS.

8.2.3.8.7 Path Priority - Advanced Communications Group, Inc. may arrange its circuit paths in order of priority when multiple routes exist.

8.2.3.8.8 Reservation Summary Screen - Advanced Communications Group, Inc. may view the status of its reconfiguration reservations.

8.2.3.8.9 MACRO Command/Network Modeling - Advanced Communications Group, Inc. may initiate with one command, multiple two-point cross-connections. Advanced Communications Group, Inc. can build separate network models, such as day-time models, night-time models, and disaster recovery models and invoke their activation or switch from one to the other.

8.2.3.8.10 Variable Bandwidth - On Intemodal Facilities, Advanced Communications Group, Inc. may use the variable bandwidth feature interchangeably to connect full45Mbps or 1.544Mbps circuits, or to connect cne or more individual subtending channels.

8.2.3.9 Technical Specifications

8.2.3.9.1 Advanced Communications Group, Inc. will only cross-connect with DCS that have identical technical characteristics for compatibility and proper operations, e.g., Data to Data, Voice to Voice.

8.2.3.9.2 DCS functionality includes wiring or other cabling from the DCS device to a distribution frame or its equivalent.

8.2.3.9.3 To the extent technically feasible and made available to interexchange carriers, DCS will perform facility grooming, multipoint bridging, one-way broadcast, two-way broadcast, facility test functions, multiplexing, format conversion, signaling conversion, or other functions.

9.0 Signaling Networks and Call-Related and other Databases

Signaling Networks and Call-Related Databases is the Network Element that includes Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. This section also describes access to SWBT's Directory Assistance Database.

9.1 Signaling Link Transport

9.1.1 Definition:

Signaling Link Transport is a set of multiples of two (A-links) or four (B- or D-links) dedicated full duplex mode 56 Kbps. (or higher speeds when suitably equipped) transmission paths between Advanced Communications Group, Inc.-designated Signaling Points of Interconnection (SPOI) and the SWBT STP pair that provides appropriate physical diversity when available.

9.1.2 **Technical Requirements**

9.1.2.1 Of the various options available, unbundled Signaling Link Transport will perform in the following two ways:

9.1.2.1.1 As an "A-link" which is a connection between a switch and a home Signaling Transfer Point Switch (STPS) pair; and

9.1.2.1.2 As a "B-link" or "D-link" which is an inter-connection between STPs in different signaling networks.

9.1.3 Advanced Communications Group, Inc. will identify to SWBT the Signaling Point Codes (SPCs) associated with the Advanced Communications Group, Inc. set of links.

9.1.4 When Advanced Communications Group, Inc. provides its own switching, and purchases signaling link transport Advanced Communications Group, Inc. will furnish to SWBT, at the time such transport is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast will include total annual volume and busy hour month volume. SWBT will utilize the forecast in its own efforts to project further facility requirements. Advanced Communications Group, Inc. will furnish such forecasts in good faith, but will not be restricted in its use of the signaling network based on such forecasts.

9.1.5 Advanced Communications Group, Inc. will inform SWBT in writing thirty (30) days in advance of any material expected change in Advanced Communications Group, Inc.'s use of such SS7 Signaling Network. Advanced Communications Group, Inc. will provide an explanation of the reasons for the expected change.

9.2 Signaling Transfer Points (STPs)

9.2.1 Definition: The Signaling Transfer Point element is a signaling network function that includes all of the capabilities provided by the Signaling Transfer Point (STPs) switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. Signaling Transfer Point includes the associated link interfaces.

Advanced Communications Group, Inc. may use the STP under three options, as follows:

1. Signaling for Advanced Communications Group, Inc. with its own Signaling Point, utilizing its own set of links: Use of the STP routes signaling traffic generated by action of Advanced Communications Group, Inc. to the destination defined by SWBT's signaling network, excluding messages to and from a SWBT Local Switching unbundled Network Element. MTP, ISUP, SCCP, TCAP and OMAP signaling traffic addressed to signaling points associated with Advanced Communications Group, Inc. set of links will be routed to Advanced Communications Group, Inc.

2. Signaling for Advanced Communications Group, Inc. with its own Signaling Point, utilizing a set of links of another party: Advanced Communications Group, Inc. may order signaling associated with the set of links of another party by including a Letter of Authorization (LOA) from the owner of the set of links at the time service is ordered. The LOA will indicate that the owner of the set of links will accept SWBT charges for SS7 signaling ordered by Advanced Communications Group, Inc.

3. Signaling for Advanced Communications Group, Inc. utilizing SWBT's Local Switching Unbundled Network Element (UNE): Use of SWBT's SS7 signaling network will be provided as set forth in an order for the Local Switching unbundled network element. Advanced Communications Group, Inc. does not separately order SS7 signaling under this method. Advanced Communications Group, Inc. will be

charged for the use of the SWBT SS7 signaling in accordance with Appendix Pricing - UNE.

9.2.2 Technical Requirements

9.2.2.1 STPs will provide signaling connectivity to Network Elements connected to the SWBT SS7 network. These include:

9.2.2.1-1 SWBT Local Switching or Tandem Switching;

9.2.2.1.2 SWBT Service Control Points/Call Related Databases;

9.2.2.1.3 Third-party local or tandem switching systems; and

9.2.2.1.4 Third-party-provided STPs.

9.2.2.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by Advanced Communications Group, Inc. at the SWBT STPs, and each Party will provision in accordance with these parameters where technically feasible. Advanced Communications Group, Inc. may specify screening parameters so as to allow transient messages to cross the SWBT SS7 Network.

The Parties will identify to each other the Global Title and Translation Type information for message routing.

9.2.2.3 The connectivity provided by STPs will fully support the functions of all other Network Elements connected to the SWBT SS7 network. This explicitly includes the use of the SWBT SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the SWBT SS7 network. When the SWBT SS7 network is used to convey such messages, there will be no intentional alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. In their capacity as a local service providers, Advanced Communications Group, Inc. and SWBT will transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.

9.2.2.4 If the SWBT STP does not have a route to the desired Signaling Point Code, Advanced Communications Group, Inc. will submit a request indicating the proposed route. If the proposed route uses a set of links not associated with Advanced Communications Group, Inc., Advanced Communications Group, Inc. will include a letter of agency that indicates the third party is willing to receive the messages and pay any applicable charges. Use of the STP provides a signaling route for messages only to signaling points to which SWBT has a route. SWBT will add the SPC to the STP translations if technically feasible.

9.2.2.5 In cases where the destination signaling point is a SWBT local or tandem switching system or DB, or is an Advanced Communications Group, Inc. or third party local or tandem switching system directly connected to the SWBT SS7 network, STPs will perform MRVT and SRVT to the destination signaling point, if and to the extent these capabilities exist on the particular SWBT STPs. In all other cases, STPs will perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the SWBT SS7 network, if and to the extent these capabilities exist on the particular SWBT STPs. This requirement will be superseded by the specifications for Intemetwork MRVT and SRVT if and when these become approved ANSI standards and if and to the extent these capabilities exist on the particular SWBT STPs.

9.2.3 Interface Requirements

9.2.3.1 SWBT will provide STP interfaces to terminate A-links, B-links, and D-links.

9.2.3.2 Advanced Communications Group, Inc. will designate the Signaling Point of Interconnection (SPOI) for each link. Advanced Communications Group, Inc. will provide a DS1 or higher rate transport interface at each SPOI.

9.2.3.3 SWBT will provide intraoffice diversity to the same extent as it provides itself between the SPOIs and the SWBT STPs. Advanced Communications Group, Inc. may request and SWBT will provide, to the extent technically feasible. greater diversity through the Special Request process.