

## **Exhibit 2**

## **APPENDIX COLLOCATION**

This Appendix Collocation to Attachment 13: Ancillary Functions, sets forth terms and conditions applicable to the Parties' rights and obligations pertaining to physical collocation.

### **1.0 Introduction**

- 1.1 SWBT is an incumbent local exchange carrier having a statutory duty to provide for “physical collocation” of “equipment necessary for interconnection or access to unbundled network elements” at its Eligible Structures. 47 U.S.C. 251(c)(6).
- 1.2 Sprint wishes to locate certain of its equipment within the Eligible Structures of SWBT (as defined herein) and thereby connect with SWBT and with other Local Service Providers (as specified in Section 10.6 below).
- 1.3 This Appendix will govern Sprint’s collocation of its equipment within SWBT’s Eligible Structures, subject also to the provisions of the Agreement to which this Appendix is included.

### **2.0 Allocation of Collocated Space within Eligible Structures**

- 2.1 “Eligible Structures,” as used herein, include all SWBT central offices, tandem offices and serving wire centers and all buildings and similar structures owned or leased by SWBT that house SWBT network facilities and, all structures that house SWBT facilities on public or private rights-of-way, controlled environmental vaults (CEVs), huts, and cabinets.
- 2.2 Space within an Eligible Structure containing any Sprint collocated equipment is referred to herein as “Collocated Space.”
- 2.3 Subject to this Appendix, SWBT grants to Sprint access to and use of Collocated Space within its Eligible Structures.
- 2.4 SWBT may retain a limited amount of floor space for defined future uses within its eligible structures. SWBT will allocate other space within its Eligible Structures on a nondiscriminatory, “first-come, first-served” basis among itself, Sprint, and other collocators, provided that there is space and power available for collocation and for reasonable security arrangements and subject to any other limitations provided by law.
- 2.5 The determination whether there is insufficient space to accommodate physical collocation at a particular Eligible Structure will be made initially by SWBT. If Sprint disputes SWBT’s determination, Sprint can elect a review to be made by a third-party engineer, under a nondisclosure agreement. Both parties will agree upon the selection of an engineer the cost of which would be shared equally by both parties. The engineer selected will take into

consideration SWBT's specific requirements of the eligible structure under review.

- 2.6 Subject to Sections 2.4 and 2.5 above, SWBT will make contiguous space available in response to an Sprint request to expand existing Collocated Space.
- 2.7 SWBT will provide Sprint with virtual collocation rather than physical collocation under the following circumstances:
  - 2.7.1 When sufficient space is not available for physical collocation at a particular Eligible Structure as determined under Section 2.5, SWBT will not deny virtual collocation for a particular Eligible Structure to Sprint, unless virtual collocation is not technically feasible.
  - 2.7.2 Upon request from Sprint, so long as technically feasible and space is available, SWBT will provide Sprint with virtual collocation pursuant to applicable tariffs.

### **3.0 Application for Collocated Space.**

- 3.1 To apply for a particular Collocated Space within SWBT's Eligible Structures, Sprint will provide to SWBT a completed "Physical Collocation Application Form" (Rev. 11/19/96 or as subsequently modified) and will pay to SWBT an "Engineering Design Charge" ("EDC"). The Physical Collocation Application Form will contain a list of all forecasted equipment and facilities to be placed within the Collocated Space, with the associated power requirements, floor loading, and heat release of all pieces of forecasted equipment and facilities, as specified further in Section 10.2 below. The Engineering Design Charge will be specified in SWBT's current technical publication for physical collocation.
- 3.2 Upon receipt of Sprint's application for Collocated Space, SWBT will begin to prepare a price quotation for the Collocated Space. SWBT will provide Sprint with the price quotation within thirty-five (35) business days of receipt of Sprint's Physical Collocation Application Form and Engineering Design Charge. When sufficient space is not available for physical collocation at a particular Eligible Structure as determined under Section 2.5, SWBT will refund the unused portion of the Engineering Design Charge to Sprint within thirty-five (35) business days of that determination.
- 3.3 SWBT's price quotation will consist of a "Preparation Charge," "Monthly Charge," and "Completion Interval."
  - 3.3.1 The Preparation Charge will represent a one-time charge for SWBT's preparation of the Collocated Space and related modifications to the Eligible Structure. The Preparation Charge will consist of two Components: (i) the charge to Sprint associated with modifying the Eligible Structure to provide physical collocation ("Common Charge"), as set forth in Section 4.3.1, and (ii) the charge associated with preparing the Collocated Space ("Collocated Space

- Charge”). SWBT will quote the portion of the Preparation Charge that consists of charges for subcontracted work (“Subcontractor Charges”).
- 3.3.2 The Monthly Charge will consist of, the monthly charges for floor space, power usage, maintenance, administration, and taxes for equipment charged by SWBT to Sprint for use of the Collocated Space. Additional monthly charges may be added to this list upon approval of the state commission at the time the ICB is submitted for approval.
- 3.3.3 The Completion Interval will consist of SWBT’s estimate of the amount of time required for it to prepare the Collocated Space to comply with Sprint’s collocation application.
- 3.4 SWBT’s price quotation will be calculated using an actual cost methodology for non-recurring charges and a Missouri PSC approved forward-looking costing methodology for recurring charges. SWBT’s price quotation will be sufficient to cover SWBT’s reasonable costs and will be no greater than necessary for SWBT to earn a reasonable profit. Sprint will have 65 calendar days to accept or reject the price quotation. Upon acceptance, Sprint may ask the State Commission to review any of SWBT’s charges for conformity with the above standards. However, Sprint remains committed to occupy the space regardless of the Commission’s decision concerning pricing.
- 3.5 Prior to any obligation for Sprint to accept or reject SWBT’s price quotation, SWBT will permit Sprint to inspect the Collocated Space to determine its suitability for Sprint’s intended uses. Such inspection shall be made with a SWBT employee escort, the cost of which will be billed to Sprint at SWBT’s then current loaded labor rate for a first level management employee. Subject to an appropriate non-disclosure agreement, SWBT will permit Sprint to review the construction plans as they exist at that time and to inspect supporting documents for the Preparation Charge, including the Common Charge (if Sprint is the first entity to which SWBT provides physical collocation in an Eligible Structure), the Collocated Space Charge, and any Custom Work charge. During this review, Sprint may request changes to the plans for the Collocated Space and to the extent possible, SWBT will incorporate the changes into the construction plans and the associated charges.
- 3.6 SWBT’s price quotation will constitute a firm offer that Sprint may accept in writing within sixty-five (65) days of Sprint’s receipt of the price quotation, subject only to the true-up procedure specified in Section 5.8 below. SWBT will not reserve the Collocated Space for Sprint during this sixty-five day period. If Sprint does not accept the price quotation in writing within sixty-five (65) days of Sprint’s receipt of the price quotation, the price quotation will be automatically rescinded. Within thirty business days following acceptance, payment will be made pursuant to paragraphs 4.2 and 4.3. Failure to make such payment will be deemed a withdrawal of Sprint’s acceptance.

- 3.7 Sprint may better SWBT's, quoted Collocated Space Charge, or quoted Completion Interval for the collocated space by subcontracting the preparation of the Collocated Space with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. Sprint will be responsible for the cost of its own contractors; SWBT will adjust the Preparation Charge to account for Sprint's provision of its own contractors.
- 3.8 If Sprint accepts SWBT's price quotation for a particular Collocated Space, the Parties will submit for regulatory approval whatever documentation is required by the State Commission for the State Commission's approval of the Parties' collocation arrangement. The Parties will cooperate to file the necessary documentation as soon as practicable. If the Commission fails to give unqualified approval to the Parties' collocation arrangement, then SWBT's price quotation, and Sprint's acceptance thereof, will be automatically rescinded unless otherwise agreed to by SWBT and Sprint.
- 4.0 Preparation of the Collocated Space.**
- 4.1 SWBT agrees, at Sprint's sole cost and expense as set forth herein, to prepare the Collocated Space in accordance with working drawings and specifications prepared by SWBT. The preparation will be arranged by SWBT in compliance with all applicable codes, ordinances, resolutions, regulations and laws. Only after Sprint has made the initial payments required by Sections 4.2 and 4.3 and regulatory approval is obtained in accordance with Section 3.8 hereof (unless Sprint chooses to invoke the procedure specified in Section 4.4 below), SWBT will pursue diligently the preparation of the Collocated Space for use by Sprint.
- 4.2 Prior to any obligation on SWBT to start any preparation of the Collocated Space, Sprint will pay SWBT fifty percent (50%) of the Collocated Space Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for Sprint ("Custom Work"). The remainder of the Collocated Space Charge and any Custom Work charge are due upon completion and prior to occupancy by Sprint.
- 4.3 In addition and prior to any obligation on SWBT to start any preparation of the Eligible Structure for physical collocation, Sprint will pay SWBT fifty percent (50%) of the Common Charge, as described in Section 4.3.1 below. The other fifty percent (50%) of the Common Charge is due upon completion and prior to occupancy by Sprint.
- 4.3.1 The first entity to which SWBT provides physical collocation in an Eligible Structure will be responsible for all costs incurred by SWBT associated with the preparation of that Eligible Structure to provide physical collocation in the initial space where physical collocation is to be located ("Initial Common Charge"). The next three subsequent collocators that share such common elements as, but not limited to, HVAC systems, electrical power panels, conduits, and security systems, at the same Eligible Structure will pay a "Common Charge" equal to the

Initial Common Charge multiplied by a fraction, the numerator of which is one and the denominator of which is the total number of collocators in the same Eligible Structure. Each time additional collocator(s) use(s) physical collocation in the same Eligible Structure, within thirty-six (36) months of the first billing date of the initial monthly charge for the physical collocator in that Eligible Structure, each previous collocator will receive a prorated refund of its previously paid Initial Common Charge or Common Charge. The prorated refund to each previous collocator will consist of the Common Charge paid by the most recent collocator (the one who, in a particular instance, will not receive a refund) divided by the total number of previous collocators, using the following schedule:

<u>Collocator(s)</u>	<u>Common Charge</u>	<u>Prorated Refund to Previous Collocator(s)</u>
1 <sup>st</sup>	100%	N/A
2 <sup>nd</sup>	50%	50%
3 <sup>rd</sup>	33 1/3%	16 2/3%
4 <sup>th</sup>	25%	8 1/3%
5 <sup>th</sup> and beyond	0%	0%

No interest will be paid on refunds. Refunds shall be based on the Initial Common Charge actually paid by the first physical collocator instead of the price quotation.

- 4.3.2 Notwithstanding the above, SWBT will have no obligation to remit any amount that would result in SWBT being unable to retain the full amount of the Initial Common Charge or to remit any amount based upon charges not actually collected.
- 4.4 At the written election of Sprint, and upon payment of the sums described above in Sections 4.2 and 4.3, SWBT will begin preparing the Collocated Space for Sprint prior to receiving the regulatory approval required by Section 3.8 above. Payment to SWBT of the remaining charges under these sections shall be due upon completion. If the Commission fails to give unqualified approval to the Parties' collocation arrangement as required by Section 3.8, and the Parties do not otherwise agree to continue the collocation arrangement for the Collocated Space, Sprint will pay to SWBT, within a reasonable time after the Commission's decision, an amount equal to SWBT's Non-recoverable costs less net salvage and less the amount already paid to SWBT. Non-recoverable charges include, the non-recoverable cost of equipment and material ordered, provided, or used; trued-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided, or used; labor, transportation and any associated costs. If the amounts already paid to SWBT plus the net salvage exceed SWBT's non-recoverable costs, SWBT will refund to Sprint the excess amount within a reasonable time after the Commission's decision.

- 4.5 SWBT will provide costs for the preparation of the collocated space. SWBT will allow Sprint to evaluate those costs and make a decision as to whether Sprint wishes to obtain their own contractor for the preparation of the collocated space.
- 4.6 SWBT will contract for or perform the preparation of the working drawings and specifications for the modification of the Eligible Structure and the preparation of the Collocated Space. Prior to SWBT commencing any construction or preparation activities on the collocated space, SWBT will provide copies of the working drawings and specifications to Sprint, and Sprint must approve these working drawings and specifications within seven days of receipt. Upon Sprint's request, SWBT will modify the working drawings and specifications in accord with Sprint's requested alterations. SWBT will provide copies of the modified working drawings and specifications to Sprint and Sprint must approve these modified working drawings and specifications within seven days of receipt. The Completion Interval will be abated between SWBT's provision of the working drawings and specifications to Sprint and Sprint's approval of those working drawings and specifications.
- 4.7 Sprint may better SWBT's bids by subcontracting the preparation of the Collocated Space with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. Sprint will be responsible for the cost of its own contractors; SWBT will adjust the Preparation Charge to account for Sprint's provision of its own contractors.
- 4.8 Except for construction and preparation activities performed by Sprint's own contractors, SWBT or SWBT's subcontractors will perform the construction and preparation activities underlying the Preparation Charge, including the Common Charge, the Collocated Space Charge, and the Subcontractor Charges, and any Custom Work charges, using same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure.
- 4.9 SWBT will provide to Sprint ordinary construction documentation submitted to and received from contractors or its internal engineering or installation work force, including but not limited to as-built drawings, for any work related to construction of the Collocated Space.
- 4.10 SWBT will permit Sprint to inspect the ongoing preparation of the Collocated Space at regular intervals. At a minimum, SWBT will permit Sprint to inspect the Collocated Space when construction is approximately 25% completed, when construction is approximately 50% completed, and when construction is approximately 75% completed. During such inspections, Sprint shall be escorted by a SWBT employee to be charged to Sprint at the loaded labor rate of a first line management employee. Should Sprint's inspections reveal that SWBT or

SWBT's subcontractors have deviated from the approved working drawings and specifications in the construction of the Collocated Space, SWBT will correct those deviations as soon as reasonably practicable.

- 4.11 SWBT will notify Sprint when construction of the Collocated Space is 50% completed. SWBT will confirm its Completion Interval, if possible; otherwise SWBT will notify Sprint of all jeopardies that could delay the preparation of the Collocated Space .
- 4.12 SWBT will exercise due diligence to prepare the Collocated Space in a reasonable time period, not to exceed three months from Sprint's acceptance of SWBT's price quotation, unless otherwise mutually agreed to in writing by Sprint and SWBT. In the event that SWBT is not able to prepare the Collocated Space within the quoted Completion Interval, SWBT will provide Sprint with a revised Completion Interval within seven (7) working days after SWBT ascertains that the original Completion Interval cannot be met. If the revised Completion Interval is objectionable to Sprint, and the parties cannot resolve Sprint's objection, the issue may be presented to the State Commission for review. Alternatively, if the revised Completion Interval is objectionable to Sprint, Sprint may individually subcontract the further preparation of the Collocated Space with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. Sprint will be responsible for the cost of its own contractors; SWBT will, however, reduce the Preparation Charge by Sprint's cost of providing its own contractors.
- 4.13 If SWBT is not able to prepare the Collocated Space within the quoted Completion Interval, SWBT will be liable to Sprint for liquidated damages in the amount of \$1,000.00 for each day between the expiration of the quoted Completion Interval and the completion of the Collocated Space. This provision is subject to the Force Majeure clause in Paragraph 13 of the General Terms and Conditions of this Agreement.
- 4.14 SWBT will notify Sprint within five (5) days after preparation is complete that preparation of the Collocated Space has been completed.

## **5.0 Occupancy of the Collocated Space**

- 5.1 The "Commencement Date" for a particular Collocated Space shall be the first day after which Sprint has been notified that the Collocated Space is complete.
- 5.2 On or after the Commencement Date, Sprint will be permitted to access the Collocated Space and Eligible Structure for the limited purpose of inspecting the collocation space. At Sprint's request and at SWBT's expense, SWBT will correct all errors in SWBT's preparation of the Collocated Space as soon as reasonably practicable. After Sprint has approved both SWBT's



preparation of the Collocated Space, and paid all applicable charges in accordance with paragraph 4.3, Sprint may occupy the Collocated Space.

- 5.3 SWBT will provide a drawing that details the layout of a POTS frame provided by SWBT, if any, at the time of completion of the collocated space.
- 5.4 SWBT will provide Sprint, at the time of the price quotation, sufficient detailed information that will enable Sprint to determine the amount of cable required to reach from the SWBT designated manhole to Sprint's collocated space within the Eligible Structure.
- 5.5 Unless there are unusual circumstances, Sprint must place telecommunications equipment in the Collocated Space within sixty (60) days after Sprint is permitted to occupy the Collocated Space under Sections 5.1 and 5.2 above, provided, however, that this sixty (60) day period will not begin until the ICB is approved by the Commission. If Sprint fails to comply with this requirement, SWBT may offer the Collocated Space to another collocater provided, however, that SWBT may extend an additional ninety (90) days to Sprint upon a demonstration by Sprint that it exercised its best effort to comply with this requirement and that circumstances beyond Sprint's reasonable control that prevented Sprint from complying with this requirement.
- 5.6 Beginning on the first date of occupancy of the Collocated Space, Sprint will pay the Monthly Charge to SWBT for each month that Sprint occupies the Collocated Space. The Monthly Charge may be increased upon thirty (30) days' notice by SWBT.
- 5.7 In the event that Sprint cancels a request for Collocated Space or fails to occupy a Collocated Space in the time provided under Section 5.5 above, then in addition to any other remedies that SWBT might have, Sprint will owe to SWBT its reasonable non-recoverable costs less estimated net salvage and less the amounts already paid to SWBT. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; trued-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. If the amounts already paid to SWBT plus the estimated net salvage exceed SWBT's reasonable non-recoverable costs, SWBT will refund to Sprint the excess amount within thirty (30) days of the cancellation of the request. SWBT will provide to Sprint's third party accounting firm under a nondisclosure agreement a detailed invoice itemizing its non-recoverable costs.
- 5.8 Within one hundred twenty (120) days of the completion date of the Collocated Space, SWBT will perform a true-up of all Subcontractor Charges using the actual amounts billed by subcontractors. Any amounts incurred above the Subcontractor Charges will be billed to Sprint or, alternatively, any amount below such Charges will be remitted to Sprint.

**6.0 Billing and Payment of Collocation Charges.**

- 6.1 Billing shall occur on or about the 25th day of each month with payment due thirty (30) days from the bill date. Payment of a bill does not waive Sprint's right to dispute the charges contained therein.
- 6.2 Charges for interconnection shall be as set forth in any interconnection agreement between SWBT and Sprint and in any applicable tariffs.

#### **7.0 Relocation of Collocated Space**

- 7.1 Notwithstanding Section 2.3 above, in the event that SWBT determines it necessary for the Collocated Space to be moved within an Eligible Structure or to another Eligible Structure, Sprint is required to do so. In such an event, Sprint shall be responsible for the preparation of the new Collocated Space at the new location if such relocation arises from circumstances beyond the reasonable control of SWBT, including condemnation or government order or regulation that makes the continued occupancy of the Eligible Structure uneconomical or when an unsafe or hazardous condition makes abandonment of a central office necessary. Otherwise SWBT shall be responsible for any such preparation and will bear all SWBT and Sprint costs associated with the preparation and relocation. If Collocated Space is relocated under this Section 7.1, SWBT and Sprint will cooperate to insure that Sprint will not experience out of service conditions beyond reasonable cut-over intervals while collocated equipment is relocated, reconnected, and tested. SWBT will not be required to maintain a building strictly for the purposes of providing collocation.
- 7.2 In the event that Sprint requests that the Collocated Space be moved within an Eligible Structure or to another Eligible Structure, SWBT shall permit Sprint to relocate the Collocated Space, subject to the availability of space. Sprint shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocated Space and the new Eligible Structure as applicable.

#### **8.0 Fiber Optic Cable and Demarcation Point.**

- 8.1 Sprint may use single mode dielectric fiber optic cable as a transmission medium, or other technically-appropriate media as may be approved by SWBT. Said approval shall not be unreasonably withheld. Sprint may use copper cable or coaxial cable only where Sprint can demonstrate that interconnection of copper or coaxial cable will not impair SWBT's ability to serve its own customers or other collocators. Sprint may use microwave transmission facilities as a transmission medium to the Eligible Structure where Collocated Space is located, except where microwave transmission facilities are not practical for technical reasons or because of space limitations. SWBT will provide at least two separate points of entry to the Eligible Structure wherever there are at least two entry points for SWBT's cable facilities and at which space is available for new facilities in at least two of those entry points. Where such space is

not immediately available, if SWBT makes additional entry points available for SWBT's use, SWBT will size such separate points of entry to accommodate Sprint's use of such entry points. In each instance, where SWBT performs such work in order to accommodate its own needs and those specified by Sprint's written request, Sprint and SWBT will share the costs of sizing the entry points incurred by SWBT by prorating those costs using the number of cables to be placed in the entry point by each of the two parties in the first twelve (12) months thereafter.

- 8.2 Sprint and SWBT agree that the demarcation point between SWBT's network and Sprint's network for interconnection and access to unbundled network elements will be within Sprint's Collocated Space (e.g., point-of-termination frame) unless determined otherwise by Sprint and SWBT. Both Sprint and SWBT are responsible for equipment maintenance and other ownership obligations and responsibilities on their side of that demarcation point.

#### **9.0 Technical Requirements**

- 9.1 Other than reasonable security restrictions, SWBT will place no restriction on access to the Sprint Collocated Space by Sprint's employees and designated agents. Such space will be available to Sprint employees and designated agents twenty-four (24) hours per day each day of the week.
- 9.2 Subject to the other provisions hereof, Sprint may collocate the amount and type of telecommunications equipment necessary in its Collocated Space for access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to Section 10.6 hereof, other collocators. All Sprint equipment placed in the Collocated Space will conform to the equipment standards set forth in this Agreement and be operated in a manner not inconsistent with SWBT's network. Except as provided herein or as otherwise agreed in writing by the Parties, Sprint shall only collocate and use equipment as allowed by applicable law. Where space permits and for the purposes set forth in this Section 9.3, SWBT shall allow Sprint to locate remote switching module equipment in the Collocated Space if the Collocated Space is within a SWBT central office or tandem office; provided, however, that SWBT shall have no requirement to provide remote switching module equipment on a virtual collocation basis. No power-generating or external power-storage equipment, but in no event lead acid batteries, shall be placed in the Collocated Space. The point of termination (POT) bay will be located inside the caged area, equipped and cabled as requested by Sprint to minimize cable additions on an ongoing basis.
- 9.3 Subject to the other provisions hereof, including Section 11.1, Sprint may select its own vendors for all required engineering and installation services associated with its collocated equipment. SWBT will not require Sprint to use SWBT's internal engineering or installation work forces for the engineering and installation of Sprint's collocated equipment.
- 9.4 SWBT will provide adequate lighting, ventilation, power, heat, air conditioning, and other

environmental conditions for Sprint's space and equipment using the same standards that SWBT uses for those elements for its own similar space and equipment, or using other standards to which Sprint and SWBT may agree in writing.

- 9.5 Where security will permit, and where available, SWBT will provide access to eyewash stations, shower stations, bathrooms, and drinking water within the Eligible Structure. Whenever possible, SWBT will design Collocated Space to allow for such access on a twenty-four (24) hour per day, seven (7) day per week basis.
- 9.6 SWBT will provide transmission and power cabling diversity to the Collocated Space under the same guidelines then used for diversity cabling for SWBT within the Eligible Structure. On a custom work order basis, SWBT will consider Sprint's special cabling needs and will implement them where possible.
- 9.7 SWBT will notify Sprint prior to the scheduled start dates of all construction activities (including power additions or modifications) in the general area of Sprint's Collocated Space with potential to disrupt Sprint's services. If possible, SWBT will provide such notification to Sprint at least fourteen (14) days before the scheduled start date of such construction activity. SWBT will inform Sprint as soon as practicable by telephone of all emergency-related activities that SWBT or its subcontractors are performing in the general area of the Sprint Collocated Space, or in the general area of the AC and DC power plants which support Sprint equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that Sprint may take reasonable actions necessary to protect Sprint's Collocated Space.
- 9.8 SWBT will comply with all federal and state laws regarding environmental, health and safety issues as applicable to SWBT. SWBT is required to provide Sprint a copy of any environmental, health and safety questionnaires that SWBT has previously completed or is required to complete in the future for its own purposes.

#### **10.0 Use of Collocated Space**

- 10.1 The Collocated Space is to be used by Sprint for access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to Section 10.6 hereof, other collocators. Consistent with the nature and the environment of the Eligible Structure and Collocated Space, Sprint shall not use the Collocated Space for office, retail, or sales purposes. No signage or markings of any kind by Sprint shall be permitted on the Eligible Structure or on the SWBT grounds surrounding the Eligible Structure. Sprint may, however, place signage and markings on the inside of its Collocated Space.
- 10.2 Sprint will list all of its equipment and facilities that will be placed within the Collocated Space, with the associated power requirements, floor loading, and heat release of each piece on

the "Physical Collocation Application Form." Sprint warrants that this list is complete and accurate. Any incompleteness or inaccuracy may be a material breach of the particular physical collocation arrangement to which that list was associated. Sprint shall not place or leave any equipment or facilities within the Collocated Space beyond those listed on the Physical Collocation Application Form without the express written consent of SWBT, as specified in Section 10.2.1 below.

- 10.2.1 In the event that, subsequent to the submission of the Physical Collocation Application Form, Sprint desires to place in the Collocated Space any equipment or facilities not listed on the Physical Collocation Application Form, Sprint shall furnish to SWBT a written list and description of the equipment or facilities substantially in the same form. SWBT may provide such written consent or may condition any such consent on necessary additional charges arising from the subsequent request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. SWBT will not unreasonably withhold consent under this Section 10.2.1.
- 10.2.2 Except as may be required by law, including state and federal regulations, the foregoing imposes no obligation upon SWBT to purchase additional plant or equipment, relinquish used or forecasted space or facilities, or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.
- 10.3 Sprint may use the Collocated Space for placement of equipment and facilities only. Sprint's employees, agents and contractors shall be permitted access to the Collocated Space at all times, provided that Sprint's employees, agents and contractors comply with SWBT's policies and practices pertaining to fire, safety and security. Sprint agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Collocated Space. Upon Sprint's termination of the use of the Collocated Space, Sprint shall surrender the Collocated Space to SWBT, in the same condition as when first occupied by Sprint, ordinary wear and tear excepted.
- 10.4 Sprint equipment or operating practices representing a significant demonstrable technical threat to SWBT's network or facilities, including the Eligible Structure, are strictly prohibited.
- 10.5 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in Collocated Space shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those facilities or to the Eligible Structure; impair the privacy of any communications carried in, from, or through the Eligible Structure; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events in this Section may be a material breach of the particular physical collocation

arrangement.

- 10.6 To the extent that SWBT is required by law, SWBT will permit Sprint to interconnect its network with that of another collocated party at the same Eligible Structure pursuant to this Section 10.6 and its subsections.
- 10.6.1 Upon Sprint's written request and as soon as practicable, SWBT will provide the connection between collocation arrangements on a time and materials basis whenever Sprint and another collocator cannot for technical reasons provide the connection for themselves by passing the facility through the cage wall(s). SWBT will provide nothing more than the labor and physical structure(s) necessary for the collocator(s) to pull facilities provided by one collocator from its cage to the cage of another collocator. If the collocators are not located on the same floor and cannot physically pull the cable themselves through the SWBT provided structure(s), SWBT will perform the cable pull on a time and materials basis. At no time will the collocators be allowed access to any portion of the central office other than the collocation area. SWBT will not make the physical connection within the collocator's cage, SWBT will not accept any liability for the cable or the connections, and SWBT will not maintain any records concerning these connections.
- 10.7 Subject to this Appendix, Sprint may place or install in or on the Collocated Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by Sprint in the Collocated Space shall not become a part of the Collocated Space, even if nailed, screwed otherwise fastened to the Collocated Space, but shall retain their status as personality and may be removed by Sprint at any time. Any damage caused to the Collocated Space by the removal of such property shall be promptly repaired by Sprint at its expense.
- 10.8 In no case shall Sprint or any person purporting to be acting through or on behalf of Sprint make any rearrangement, modification, improvement, addition, repair, or other alteration to Collocated Space or the Eligible Structure without the advance written permission and direction of SWBT, which permission and direction will not be unreasonably withheld. SWBT will consider a modification, improvement, addition, repair, or other alteration requested by Sprint, provided that SWBT will have the right to reject or modify any such request to the extent permitted by law. The cost of any such construction shall be paid by Sprint in accordance with SWBT's then-standard custom work order process.

## **11.0 Standards**

- 11.1 This Appendix and the physical collocation provided hereunder is made available subject to and in accordance with the standards set forth in (i) Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE), as may be amended at any time and from time to time, and any successor documents; (ii) SWBT's Emergency Operating Procedures, as may be amended from time to time; and (iii) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. Sprint shall strictly observe and abide by the standards set forth in each; SWBT shall strictly observe and abide by the standards set forth in SWBT's Emergency Operating Procedures and the statutory and/or regulatory requirements referenced above. Sprint acknowledges the standards set forth in SWBT's publications entitled "Interconnector's Technical Publication for Physical Collocation" dated February 1997 and "Technical Publication 76300, Installation Guide," and Sprint will follow those publications, except as those publications are modified by this Appendix. In the event of any inconsistency between this Appendix and SWBT's "Interconnector's Technical Publication for Physical Collocation" and "Technical Publication 76300, Installation Guide," and any revision of the foregoing publications (whether or not objected to by Sprint), this Appendix will control.
- 11.2 Within ninety (90) days of the effective date of the Interconnection Agreement, Sprint may object in writing to any of the provisions in SWBT's "Interconnector's Technical Publication for Physical Collocation," "Technical Publication 76300, Installation Guide," or SWBT's Emergency Operating Procedures, providing therewith an explanation for each such objection. At Sprint's discretion, Sprint may pursue such objections informally with SWBT, may pursue them with the State Commission, or may invoke the applicable dispute resolution provisions of this Appendix.
- 11.3 Any revision to SWBT's Technical Publication for Physical Collocation, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Appendix thirty (30) days after such revision is released by SWBT. At Sprint's discretion, Sprint may pursue objections to these revisions informally with SWBT or with the State Commission, or may invoke the applicable dispute resolution provisions of this Agreement. Notwithstanding the foregoing, any revision made to address situations potentially harmful to SWBT's network, the Eligible Structure, or the Collocated Space, or to comply with statutory and/or regulatory requirements shall become effective immediately. SWBT will immediately notify Sprint of any such revisions, and Sprint may object to those revisions in the manner and with the effect specified in this section 11.3.
- 11.4 Sprint warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE) for all equipment and facilities placed in the Collocated Space unless otherwise permitted by SWBT in writing on a case-by-case basis. Sprint also warrants and represents that any equipment or facilities that

may be placed in the Collocated Space pursuant to Section 10.2.1 or otherwise shall be so compliant. DISCLOSURE OF ANY NON-COMPLIANT ITEM IN THE PHYSICAL COLLOCATION APPLICATION FORM, PURSUANT TO SECTION 10.2.1, OR OTHERWISE, SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

## **12.0 Responsibilities of the Parties**

- 12.1 Sprint and SWBT each are responsible for providing to the other's personnel a contact number for technical personnel who are reasonably accessible 24 hours a day, 7 days a week and who are knowledgeable regarding the technical implementation of the collocation provided for in the particular Eligible Structure.
- 12.2 Sprint and SWBT are each responsible for providing trouble report upon request from the other.
- 12.3 Sprint is responsible for bringing the transmission media permitted by Section 8.1 to the points of entry to the Eligible Structure designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the Sprint-provided cable through the cable vault to the Collocated Space. The cost of extending the cable to the collocation space will be identified in the estimated price quotation. SWBT shall base the cost upon the loaded labor rate multiplied by the number of work hours required to perform the task and other charges that may be appropriate and specific to the work project in question.
- 12.4 Upon reasonable notice to SWBT, SWBT will fully extend the Sprint-provided cable through the cable vault to the Collocated Space on the same day that Sprint brings the Sprint-provided cable to the points of entry to the Eligible Structure designated by SWBT. While performing this operation, SWBT will be liable for any damage to the Sprint-provided cable that results from the placing operation. As used in this section, "same day" means same business day, provided that Sprint makes cables available at the points of entry to the Eligible Structure designated by SWBT by noon; otherwise, "same day" means the same time that the cable is made available on the next business day.
- 12.5 Sprint is responsible for removing any equipment, property or other items that it brings into the Collocated Space or any other part of the Eligible Structure. If Sprint fails to remove any equipment, property, or other items from the Collocated Space within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge Sprint on a time and materials basis applicable to custom work. Further, in addition to the other provisions herein, Sprint shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.



- 12.6 Sprint is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities used by Sprint in the Collocated Space. Sprint will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Collocated Space: (a) its fiber optic, coaxial, or copper cable(s), as applicable; (b) its equipment; (c) required point of termination cross connects; (d) point of termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required; and (e) the connection cable and associated equipment which may be required within the Collocated Space to the point(s) of termination. SWBT NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.
- 12.7 Sprint and SWBT each are responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade the other's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.
- 12.8 Sprint and SWBT are each responsible for coordinating with the other to ensure that services are installed in accordance with the service request.
- 12.9 Sprint is responsible for testing to identify and clear a trouble when the trouble has been isolated to an Sprint-provided facility or piece of equipment. SWBT is responsible for testing to identify and clear a trouble when the trouble has been isolated to a SWBT-facility or piece of equipment.

**13.0 Services, Utilities, Maintenance, and Facilities**

- 13.1 SWBT shall maintain for the Eligible Structure customary building services and utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day. Sprint shall be permitted a single-line business telephone service for the Collocated Space. If technically feasible for Sprint in the Collocated Space, Sprint may provide its own telephone service; otherwise, SWBT will provide that service subject to applicable SWBT tariffs. Upon Sprint's request, such SWBT service shall be available at the Sprint Collocated Space on the day that the space is turned over to Sprint by SWBT.
- 13.2 SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for Sprint's equipment, in the same manner that it provides such support items for its own equipment within its Eligible Structures.
- 13.3 SWBT shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by Sprint to access the Collocated Space.
- 13.4 SWBT agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state, or other

public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocated Space.

- 13.5 SWBT will provide Sprint with access to, and use of, electrical power where available (e.g., 48 volt D/C, 110 volt A/C convenience outlets) at the Collocated Space. At a minimum, SWBT will supply power to Sprint at parity with that provided by SWBT to itself or to any third party. If SWBT performance, availability, or restoration falls below industry standards, SWBT will bring itself into compliance with such industry standards as soon as technologically feasible. All D/C power to the Collocated Space will be from protected power sources. Upon Sprint's request, SWBT will provide requested A/C power to the Collocated Space from protected power sources.
- 13.5.1 "Power" as referenced in this document refers to any electrical power source supplied by SWBT for Sprint equipment, and it includes all superstructure, infrastructure, and overhead facilities for the delivery of power, including, but not limited to, cable, cable racks and bus bars.
- 13.5.2 Central office power supplied by SWBT into an Sprint Collocated Space shall be supplied in the form of power feeders (cables) on cable racking as required. SWBT will provide in the Collocated Space a ground electrode that is connected to a central office ground and/or an isolated ground, where requested and where technically feasible. The power feeders (cables) will support the requested quantity and capacity of Sprint equipment. The location of the termination and the ground electrode will be as requested by Sprint or as mutually agreed to by the parties. The number of feeder cables will be specified by Sprint in writing based on the manufacturer's recommendation for the equipment and facilities collocated by Sprint.
- 13.5.3 SWBT power equipment supporting Sprint's equipment will: (1) comply with applicable industry standards (e.g., Bellcore NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout; (2) provide feeder capacity and quantity to support the ultimate equipment layout for Sprint equipment in accordance with Sprint's collocation request; and (3) provide electrical safety procedures and devices in conformance with the OSHA or industry guidelines.

#### **14.0 Quiet Enjoyment**

- 14.1 Subject to the other provisions of this Appendix, SWBT covenants that it has full right and authority to permit the use of the Collocated Space by Sprint and that, so long as Sprint performs all of its obligations under this Appendix, Sprint may peaceably and quietly enjoy the Collocated Space during the term of this Appendix.

**15.0 Assignment**

- 15.1 Sprint may permit, with the written approval of SWBT any third party to jointly occupy Sprint's Collocated Space for the purposes of interconnecting with the SWBT network and/or UNEs. Such approval of SWBT will not be unreasonably withheld. In such instance, Sprint will retain its obligation to pay a monthly charge to SWBT for the Collocated Space. Sprint may interconnect with other collocators at the same Eligible Structure, in accord with Section 10.6 above.

**16.0 Casualty Loss**

- 16.1 If the Collocated Space is damaged by fire or other casualty, and the Collocated Space is not rendered untenable in whole or in part, SWBT shall repair the Collocated Space at its expense (as hereafter limited) and the Monthly Charge will not be abated.
- 16.2 If the Collocated Space is damaged by fire or other casualty, and the Collocated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within a reasonable time, SWBT has the option to repair the Collocated Space at its expense (as hereafter limited) and the Monthly Charge shall be abated while Sprint is deprived of use of the Collocated Space. If the Collocated Space cannot be repaired within a reasonable time, or SWBT opts not to rebuild, then the collocation arrangement with respect to that Collocated Space will terminate. Upon Sprint's written request, SWBT will provide to Sprint a comparable suitable collocation arrangement at another mutually agreeable location.
- 16.3 Any obligation on the part of SWBT to repair the Collocated Space shall be limited to repairing, restoring, and rebuilding the Collocated Space as prepared by SWBT for Sprint and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Sprint or by SWBT on request of Sprint; or any fixture or other equipment installed in the Collocated Space by Sprint or by SWBT on request of Sprint. The limitation contained in this section will not apply to any damage resulting from intentional misconduct or a negligent act or omission by SWBT, its employees, or agents.
- 16.4 In the event that an Eligible Structure is so damaged by fire or other casualty that closing, demolition, or substantial alteration or reconstruction of that Eligible Structure shall be advisable in SWBT's opinion, then, notwithstanding that any particular Collocated Space in the same Eligible Structure may not be damaged, SWBT, at its option, may terminate the collocation arrangement with respect to a Collocated Space in the same Eligible Structure by giving Sprint ten (10) days prior written notice within thirty (30) days following the date of such occurrence.

**17.0 Re-entry**

- 17.1 If Sprint materially breaches any of its obligations under this Appendix with respect to a particular Collocated Space, and the breach shall continue for forty-five (45) days after Sprint's receipt of written notice of breach, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess that particular Collocated Space, expel Sprint and any person or entity claiming under Sprint, remove Sprint's property, forcibly if necessary, and terminate the collocation arrangement with respect to that particular Collocated Space, without prejudice to any other remedies SWBT might have. SWBT must notify Sprint by facsimile that it has repossessed a Collocated Space within twenty-four (24) hours of its repossession of that Collocated Space. Thereafter, until the breach is cured or otherwise resolved by the parties, SWBT may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space by Sprint in the Eligible Structure where that Collocated Space is located.
- 17.2 If Sprint is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess any and all Collocated Spaces, expel Sprint and any person or entity claiming under Sprint, remove Sprint's property, forcibly if necessary, and terminate all collocation arrangements with respect to those Collocated Spaces, without prejudice to any other remedies SWBT might have. SWBT must notify Sprint by facsimile that it has repossessed a Collocated Space within twenty-four (24) hours of its repossession of that Collocated Space. SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by Sprint at any time thereafter.
- 17.3 SWBT may refuse requests for additional space in Eligible Structures if Sprint is in material breach for forty-five days or more of this Appendix, including Sprint's owing any past due charges hereunder. In any and each such event, Sprint hereby releases and shall hold SWBT harmless from any duty to negotiate with Sprint or any of its affiliates for any additional space or physical collocations.

**18.0 SWBT's Right of Access**

- 18.1 SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter Collocated Space at any reasonable time on three days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the Collocated Space for purpose of averting any threat of harm imposed by Sprint or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the Collocated Space; in such case, SWBT will immediately notify Sprint by telephone of that entry and will leave written notice of entry in the Collocated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

**19.0 Limitation of Liability**

- 19.1 Limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of this Agreement.
- 19.2 Sprint acknowledges and understands that SWBT may provide space in or access to its Eligible Structures to other persons or entities ("Others"), which may include competitors of Sprint; that such space may be close to the Collocated Space, possibly including space adjacent to the Collocated Space and/or with access to the outside of the Collocated Space; and that the cage around the Collocated Space is a permeable boundary that will not prevent the Others from observing or even damaging Sprint's equipment and facilities.

**20.0 Indemnification**

- 20.1 Indemnification provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions Portion of the Agreement.

**21.0 Dispute Resolution**

- 21.1 All disputes arising under this Appendix will be resolved in accordance with the dispute resolution procedures set forth in the General Terms and Conditions portion of this Agreement, with the exception that disputes relating to SWBT's price quotation or Completion Interval may be brought to the Commission for resolution, as set forth in this Appendix, and that disputes relating to the content of SWBT's technical publications related to collocation will be resolved in accordance with Section 11.2 above.

**22.0 Insurance**

- 22.1 Sprint shall, at its sole cost and expense procure, maintain, pay for and keep in force the insurance coverage specified below and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance rating of A+VII or better, and which are authorized to do business in the state of Missouri. SWBT shall be named as an ADDITIONAL INSURED on Sprint's general liability policy. Sprint may meet the insurance coverage requirements specified below utilizing its captive insurer or by establishing that it is authorized under the laws of the state of Missouri to self-insure for any of the coverage requirements specified below.
- 22.2 Sprint shall maintain Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of \$1,000,000. Said coverage shall include the contractual,

independent contractors products/completed operations, broad form property, personal injury and fire legal liability.

- 22.3 Sprint shall maintain, if use of an automobile is required or if Sprint is provided or otherwise allowed parking space by SWBT in connection with this Appendix, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. Sprint hereby waives its rights of recovery against SWBT for damage to Sprint's vehicles while on the grounds of the Eligible Structure and Sprint will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of Sprint's employees, contractors, invitees, licensees or agents.
- 22.4 Sprint shall maintain Workers' Compensation insurance with benefits afforded in accordance with the laws of the state of Missouri.
- 22.5 Sprint shall maintain Employer's Liability insurance with minimum limits of \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease per employee and \$500,000 for bodily injury by disease policy aggregate.
- 22.6 Sprint shall maintain Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
- 22.7 Sprint shall maintain all Risk Property coverage on a full replacement cost basis insuring all of Sprint's personal property situated on or within the Eligible Structure or the Collocated Space. Sprint releases SWBT from and waives its right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Sprint or located on or in the space at the instance of Sprint by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk property insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Sprint's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of Sprint against SWBT for damage to Sprint's fixtures or personal property are hereby waived.
- 22.8 SWBT has no liability for loss of profit or revenues should an interruption of service occur.
- 22.9 The limits set forth above may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT Eligible Structures.

- 22.10 All policies purchased by Sprint shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.
- 22.11 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Sprint's facilities or equipment remain within the Collocated Space or the Eligible Structure. If Sprint fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by Sprint.
- 22.12 Sprint shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Appendix. Sprint shall arrange for SWBT to receive thirty (30) days advance written notice from Sprint's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 22.13 Sprint must also conform to the recommendation(s) made by SWBT's Property Insurance Company which Sprint has already agreed to or to such recommendations as it shall hereafter agree to. With respect to recommendations for which SWBT seeks Sprint's agreement, SWBT will provide Sprint copies of recommendations and compliance requirements by its Property Insurer for Sprint's review.
- 22.14 Failure to comply with the provisions of this section will be deemed a material violation of this Appendix.
- 22.15 Through this Appendix, Sprint is placing telecommunications equipment and facilities on SWBT property for the purpose of access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to section 10.6 hereof, other collocators. The parties agree that this Appendix does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with any State commission, the Federal Communications Commission, any other regulatory body, and State and Federal Court, or in any other form that SWBT has agreed or acquiesced that any piece of Sprint equipment or facility is necessary for interconnection or access to unbundled network elements under 47 U.S.C. 251(c)(6).

### **23.0 Miscellaneous**

- 23.1 If Sprint constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Appendix is joint and several.
- 23.2 This Appendix may not be modified by the Parties except by a subsequent written document executed by the Parties.
- 23.3 Whenever this Appendix requires the consent of a party, any request for such consent shall be in writing.

- 23.4 Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Appendix (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Appendix prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Appendix or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by SWBT to exercise any right, power or option, whether of the same, similar or different nature, with respect to one or more other collocators.
- 23.5 No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.
- 23.6 The Sprint and all persons acting through or on behalf of Sprint shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.