

**APPENDIX WP
EXHIBIT I
PRICE LIST**

Directory	Price Per Book Copy Delivered in Bulk to LSP	Price Per Book Copy Delivered to LSP End User	Price Per Single Sided Informational Page	Price Per Book Copy¹ Ordered After Initial Order
Kansas City	\$4.46	\$6.48	\$3,191.73	\$10.00
Springfield	\$4.46	\$6.48	\$3,191.73	\$10.00
St. Louis	\$4.46	\$6.48	\$3,191.73	\$10.00

¹ Subject To Availability

APPENDIX TP

ELECTRICAL/OPTICAL INTERFACES:

- SWBT Technical Publication TP-76839 - SONET Transmission Requirements - Performance and Interface Specifications, Issue 1, January 1996, or the most current version.
- SWBT Technical Publication TP-76625 - High Capacity Digital Service (1.544 Mbs and 44.736 Mbs Requirements and Transmission Limits, Issue 1, June 1990, or the most current version.

INTERCONNECTION RESPONSIBILITIES RELATED TO SIGNALING:

- SWBT Technical Publication, TP-76638 - Common Channel Signaling Network Interface Specifications
- GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7
- GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part
- GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part
- GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-Section 6.5
- GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part (MTP) and Integrated Digital Services Network User Part (ISDNUP)

COLLOCATION

- SWBT's Technical Publication for Physical Collocation (sixth revision dated 2-18-97)

TECHNICAL EXHIBIT SETTLEMENT PROCEDURES

- TESP

APPENDIX PORT

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I. GENERAL

SWBT and LSP will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of LSP or SWBT. The Parties will provide Permanent Number Portability (PNP) as soon as it is technically feasible, in conformance with FCC rules and the Act, and will participate in development of PNP in the state, in accordance with the FCC's First Report and Order in Docket No. 95-116 (hereinafter called the Number Portability Order). As described herein, INP is a service arrangement whereby an end user, who switches subscription of local exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the end user remains in the same serving wire center.

II. TERMS, CONDITIONS UNDER WHICH SWBT SHALL PROVIDE INP

A. Service Provided

1. SWBT shall only provide INP, as described herein, to LSPs.
2. SWBT shall only provide INP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SWBT does not offer INP services and facilities for NXX codes 555, 976, 950, or SWBT operated coin telephone service.
3. LSP shall not order INP services for local exchange end user accounts of SWBT where the end user's payments are 45-days or more in arrears unless full payment is made or an agreement is reached where the LSP agrees to make full payment on the end user's behalf.
4. When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SWBT shall only make INP service available from, or to host central offices.

B. Obligations Of SWBT

1. SWBT's sole responsibility is to comply with the service requests it receives from the LSP and to provide INP in accordance with this Appendix.

C. **Obligations Of LSPs**

1. LSP shall coordinate the provision of service with SWBT to assure that LSP's switch is capable of accepting INP ported traffic.
2. LSP is solely responsible to provide equipment and facilities that are compatible with SWBT's service parameters, interfaces, equipment and facilities. LSP shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SWBT or any of its end users. In the event that SWBT determines in its sole judgment that the LSP will likely impair or is impairing, or interfering with any equipment, facility or service of SWBT or any of its end users, SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this STC or SWBT's tariffs.
3. LSP shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which LSP is not presently providing local exchange service or terminating to an end user.
4. Where LSP chooses to disconnect or terminate any INP service, LSP shall designate which standard SWBT intercept announcement SWBT shall provide for disconnected number.
5. LSP shall designate to SWBT at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to LSP assigned telephone numbers:
 - a. LSP may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.
 - b. For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

D. **Limitations Of Service**

1. SWBT is not responsible for adverse effects on any service, facility or equipment from the use of INP service.
2. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and

the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by SWBT for such calls.

E. Service Descriptions

1. ***INP-Remote.*** INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to SWBT, is automatically forwarded to an LSP-assigned, 7 or 10 digit local telephone number. The forwarded-to-number is specified by the LSP at the same location.
 - a. INP-Remote provides an initial call path and two additional paths for the forwarding of no more than three (3) simultaneous calls to the LSP's specified forwarded-to number. Additional call paths are available on a per path basis.
 - b. The LSP-assigned forwarded-to number shall be treated as two separate calls with respect to interconnection compensation, end user toll billing and intercompany settlement and access billing, i.e., an incoming call to the SWBT ported number shall be handled like any other SWBT call being terminated to that end office and the ported call to the LSP assigned telephone number in the LSP switch shall be handled as any local calls between SWBT and the LSP.
 - c. Where facilities exist, SWBT will provide identification of the originating telephone number, via SS7 signaling, to the LSP.
2. ***INP-Direct.*** INP-Direct is a service which provides for the delivery of the called (dialed) number to the LSP's switching (central office or premises) equipment for identification and subsequent routing and call completion.
 - a. INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.
 - (1) Where the location of the LSP's switching equipment to which SWBT is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, LSP shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

- b. INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one unassigned telephone number per SWBT switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.
- c. SS7 Signaling is not available on the INP-Direct facilities.

F. **Pricing**

- 1. The Parties will comply with all effective FCC, Commission and/or court Orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be subject to appeal. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.
- 2. Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views on FCC or Commission actions pertaining to INP cost recovery.

APPENDIX NIM

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APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM designates Network Interconnection Methods (NIMs) to be used by the Parties. These include, but are not limited to: MidSpan Fiber Interconnection (MSFI); Virtual Collocation Interconnection; SONET Based Interconnection; Physical Collocation Interconnection; leasing of SWBT facilities; and other methods as mutually agreed to by the Parties.

1. Mid-Span Fiber Interconnection (MSFI)

Mid-Span Fiber Interconnection (MSFI) between Southwestern Bell Telephone (SWBT) and LSP can occur at any mutually agreeable, economically and technically feasible point between LSP's premises and a SWBT tandem or end office. This interconnection will be on a point-to-point SONET system over single mode fiber optic cable.

MSFI may be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture.

A. There are two basic mid-span interconnection designs:

1. **Design One:** LSP's fiber cable and SWBT's fiber cable are connected at an economically and technically feasible point between the LSP location and the last entrance manhole at the SWBT central office.

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

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

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

2. Design Two: LSP will provide fiber cable to the last entrance manhole at the SWBT tandem or end office switch with which LSP wishes to interconnect. LSP will provide a sufficient length of fiber optic cable for SWBT to pull the fiber cable to the SWBT cable vault for termination on the SWBT fiber distribution frame (FDF). In this case the POI shall be at the manhole location.

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

- B. The Parties will mutually agree upon the precise terms of each mid-span interconnection facility. These terms will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.
- C. The LSP location includes FOTs, multiplexing and fiber required to take the optical signal handoff from SWBT for interconnection trunking as outlined in Appendix ITR.
- D. The fiber connection point may occur at several locations:
 1. a location with an existing SWBT fiber termination panel. In this situation, the POI shall be outside the SWBT building which houses the fiber termination panel;
 2. a location with access to an existing LSP fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the LSP building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside a LSP building;
 3. a location with no existing SWBT fiber termination panel. In this situation, SWBT and LSP will negotiate provisioning, maintenance and ownership of a fiber termination panel and above ground outside cabinet as a POI and for connection of the fiber cables;
 4. a manhole outside of the SWBT central office. In this situation, LSP will provide sufficient fiber optic cable for SWBT to pull the cable into the SWBT cable vault for termination on the SWBT FDF. The POI will be at the manhole and SWBT will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.
- E. The SWBT tandem or end office switch includes all SWBT FOT, multiplexing and fiber required to take the optical signal hand-off provided from LSP for interconnection

trunking as outlined in Appendix ITR. This location is SWBT's responsibility to provision and maintain.

- F. In both designs, LSP and SWBT will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain trunks and interLATA traffic. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by LSP and SWBT.

2. **Avoidance of Over Provisioning**

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

3. **Joint Facility Growth Planning**

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

A. Criteria:

1. Investment is to be minimized;
2. Facilities are to be deployed in a "just in time" fashion.

B. Processes

1. discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 90% capacity;
2. both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 90%, the growth planning process will be suspended and will not be reinitiated until a 90% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts;

3. if based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;
4. if the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the next larger system may be deployed. In the case of a SONET system, the OC-3 system could be upgraded to an OC-12. If the forecast does not justify a move to the next larger system, another minimal size system (such as on OC-3) could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers;
5. both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment;
6. the joint planning process/negotiations should be completed within two months of identification of 90% fill.

4. **Virtual Collocation Interconnection**

The description of Virtual Collocation Interconnection is contained in SWBT's Virtual Collocation tariffs (i.e., SWBT's Tariff F.C.C. No. 73).

5. **Sonet-Based Interconnection**

The description of SONET-Based Interconnection is contained in SWBT's Sonet-Based Interconnection tariffs (i.e., SWBT's Tariff F.C.C. No. 73).

6. **Physical Collocation Interconnection**

SWBT will provide Physical Collocation Interconnection on nondiscriminatory terms and conditions at the time LSP requests such interconnection.

7. **Leasing of SWBT's Facilities**

LSP's leasing of SWBT's facilities for purposes of Attachment 11: Network Interconnection Architecture will be subject to the mutual agreement of the Parties.

PHYSICAL COLLOCATION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

DIGITAL TELEPORT, INC.

for

MISSOURI

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PHYSICAL COLLOCATION AGREEMENT

THIS PHYSICAL COLLOCATION AGREEMENT ("Agreement") is made this ____ day of _____, 19__ by and between SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation ("SWBT"), and Digital Teleport, Inc., a [STATE OF INCORPORATION] corporation ("Interconnector").

WITNESSETH

WHEREAS, 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 premises, 47 U.S.C. 251(c)(6);

WHEREAS, the Interconnector wishes to physically locate certain of its equipment within the Premises (as defined herein) and connect with SWBT;

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SWBT and the Interconnector (the "parties") agree as follows:

ARTICLE I - PREMISES

1.1 Right to Use. Subject to this Agreement, SWBT grants to Interconnector the right to use the premises described on Exhibit ____ ("Premises"), attached and incorporated herein, within real property at _____ in the City of _____, County of _____, State of _____.

1.2 Relocation. Notwithstanding Section 1.1, in the event that SWBT determines it necessary for the Premises to be moved within the building in which the Premises is located ("Building") or to another SWBT wire center, the Interconnector is required to do so. In such an event, the Interconnector shall be responsible for the preparation of the new premises 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 Premises or Building uneconomical in SWBT's sole judgment. Otherwise SWBT shall be responsible for any such preparation.

In the event that the Interconnector requests that the Premises be moved within the Building or to another SWBT wire center, SWBT shall permit the Interconnector to relocate the Premises, subject to the availability of space and associated requirements. The Interconnector 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 Premises and the new wire center as applicable.

In either such event, the new premises shall be deemed the "Premises" hereunder and the new wire center the "Building."

1.3 The Premises. SWBT agrees, at the Interconnector's sole cost and expense as set forth herein, to prepare the Premises in accordance with working drawings and specifications entitled _____ and dated _____, which documents, marked Exhibit ____, are attached and incorporated herein. The preparation shall be arranged by SWBT in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After the Interconnector has made the initial payments required by Section 4.4 and the state regulatory approval is obtained in accordance with Section 2.1 hereof, SWBT agrees to pursue diligently the preparation of the Premises for use by the Interconnector.

ARTICLE II - EFFECTIVENESS AND REGULATORY APPROVAL

2.1 Submission to State Commission. The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1). After execution of this Agreement, the parties shall submit it to the State commission for the State in which the Premises is located as thereby required for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved,

including the supplying of witnesses and testimony if a hearing is to be held.

2.2 Failure to Receive Approval. In the event that this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either party to the other after such regulatory action becomes final and unappealable. Thereafter Interconnector may request to begin negotiations again under 47 U.S.C. 251. Alternatively, the parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission.

2.3 Preparation Prior to Regulatory Approval. At the written election of the Interconnector, SWBT shall begin preparing the Premises for the Interconnector prior to receiving the approval required by Section 2.1 hereof. The sole evidence of such election shall be the payment to SWBT of the initial payments specified in Sections 4.4. Payment to SWBT of the remaining charges under these Sections shall be due upon completion. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the Premises preparation. In the event that the Agreement does not become fully effective as contemplated by this Article, the Interconnector shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SWBT. To the extent that SWBT has incurred preparation costs not included within any payment made by the Interconnector, the Interconnector shall pay those costs within thirty (30) days of notice by SWBT.

ARTICLE III - TERM

3.1 Commencement Date. This Agreement shall be month-to-month, beginning on the "Commencement Date." The "Commencement Date" shall be the first day after this Agreement becomes effective in accordance with Article II hereof.

3.2 Occupancy. Unless there are unusual circumstances, SWBT will notify the Interconnector

that the Premises is ready for occupancy within ____ days after receipt of the payments due under Sections 4.4. The Interconnector must place operational telecommunications equipment in the Premises and connect with SWBT's network within sixty (60) days after receipt of such notice; provided, however, that such 60-day period shall not begin until regulatory approval is obtained under Article II. If the Interconnector fails to do so, this Agreement is terminated except that the Interconnector shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by Articles II, IV, XI, XIV, XV, XVII, XVIII, XX, XXI, XXVI and XXVII hereof. For purposes of this Section, the Interconnector's telecommunications equipment is considered to be operational and interconnected when connected to SWBT's network for the purpose of providing service.

ARTICLE IV - PREMISES CHARGES

4.1 Monthly Charges. Beginning on the Commencement Date, Interconnector shall pay to SWBT a charge of _____ Dollars (\$_____) per month for use of the Premises. The monthly charge may be increased upon thirty (30) days' notice by SWBT.

4.2 Billing. Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) days notice to the Interconnector.

4.3 Preparation Charge. (a) The one-time charge for preparing the Premises for use by the Interconnector is estimated to be _____ Dollars (\$XXX.XX) ("Preparation Charge"), which consists of two components: (i) the charge to the Interconnector associated with modifying the Building to provide physical collocation ("Common Charge"), and (ii) the charge associated with preparing the Premises ("Premises Charge"). Of the Preparation Charge _____ Dollars (\$XXX.XX) is the estimate for subcontractor charges ("Subcontractor Charges").

(b) SWBT will contract for and perform the construction and preparation activities underlying the

Preparation Charge, including the Common Charge, the Premises 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 Building. Subject to an appropriate non-disclosure agreement, SWBT will permit the Interconnector to inspect supporting documents for the Preparation Charge, including the Common Charge (if the Interconnector is the initial physical collocater as used in Section 4.5(b)) and the Premises Charge, and any Custom Work charge. Any dispute regarding such SWBT charges will be subject to the dispute resolution provisions hereof.

4.4 Payment of Premises Charge. Prior to any obligation on SWBT to start any preparation of the Premises, the Interconnector shall pay SWBT fifty percent (50%) of the Premises Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Interconnector ("Custom Work"), and shall be due no later than ten (10) business days after the Agreement has become effective in accordance with Article II hereof. The remainder of the Premises Charge and any Custom Work charge are due upon completion and prior to occupancy by the Interconnector.

4.5 Payment of Common Charge. (a) In addition and prior to any obligation on SWBT to start any preparation of the Building for physical collocation, the Interconnector shall pay SWBT fifty percent (50%) of the Common Charge. The other fifty percent (50%) of the Common Charge is due upon completion and prior to occupancy by the Interconnector.

(b) The first entity to which SWBT provides physical collocation in the Building shall be responsible for all costs incurred by SWBT associated with the preparation of the Building to provide physical collocation in the initial space where physical collocation is to be located ("Initial Common Charge"). Thereafter the Initial Common Charge will be prorated and the prorated share refunded to the previous physical collocater(s) as additional entities use physical collocation in the Building within twelve (12) months of the first billing date of the initial monthly charge for the first physical collocater in the Building, using the following schedule:

<u>Collocator</u>	<u>Initial Common Charge</u>	<u>Refund</u>
1st	100%	NA
2nd	50%	50%
3rd	33 1/3%	16 2/3%
4th	25%	8 1/3%
5th and beyond	0%	0%

To the extent that a physical collocator uses a space other than such initial space, SWBT shall refund to the Interconnector the portion of the Initial Common Charge applicable to such collocator based on the relative use of such initial space in a manner consistent with the above methodology and other terms of this Agreement.

(c) No interest will be paid on refunds. Refunds shall be based on the Initial Common Charge actually paid by the first physical collocator.

(d) Notwithstanding the above, SWBT shall 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.

4.6 Payment of Preparation Charge. SWBT is not obligated to start any preparation of the Premises until the Interconnector pays SWBT fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of the charges for any Custom Work charge. Such charges shall be due no later than ten (10) business days after the Agreement has become effective in accordance with Article II hereof. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Interconnector.

4.7 Occupancy Conditioned on Payment. SWBT shall not permit the Interconnector to have access to the Premises for any purpose other than inspection until SWBT is in receipt of complete payment of the Preparation Charge and any Custom Work charges.

4.8 Subcontractor Charges. Within one hundred twenty (120) days of the completion date of the Premises, SWBT shall 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 the

Interconnector or, alternatively, any amount below such Charges will be remitted to the Interconnector.

4.9 Breach Prior to Commencement Date. In the event that the Interconnector materially breaches this Agreement by purporting to terminate this Agreement after SWBT has begun preparation of the Premises but before SWBT has been paid the entire amounts due under this Article, then in addition to any other remedies that SWBT might have, the Interconnector shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; true-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.

4.10 Late Payment Charge. In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT's intrastate tariff late payment provision(s) applicable to access services for the State in which the Premises is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

ARTICLE V - INTERCONNECTION CHARGES

5.1 Charges for interconnection shall be as set forth in any interconnection agreement between SWBT and the interconnector and any applicable tariffs.

ARTICLE VI - FIBER OPTIC CABLE AND DEMARCATION POINT

6.1 Fiber Entrances. The Interconnector shall use a single mode dielectric fiber optic cable as a transmission medium to the Premises. The Interconnector shall be permitted no more than two (2) entrance routes into the Building, if available.

6.2 Demarcation Point. SWBT shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between the Interconnector's network and SWBT's network, with

each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. SWBT anticipates that the demarcation point will be within the point-of-termination frame.

ARTICLE VII - USE OF PREMISES

7.1 Nature of Use. The Premises are to be used by the Interconnector for purposes of locating equipment and facilities within SWBT's central offices to connect with SWBT services only. Consistent with the nature of the Building and the environment of the Premises, the Interconnector shall not use the Premises for office, retail, or sales purposes. No signage or markings of any kind by the Interconnector shall be permitted on the Building or on the grounds surrounding the Building.

7.2 Equipment List. A list of all of the Interconnector's equipment and facilities that will be placed within the Premises is set forth on Exhibit ___, attached and incorporated herein, with the associated power requirements, floor loading, and heat release of each piece. The Interconnector warrants and represents that Exhibit ___ is a complete and accurate list, and acknowledges that any incompleteness or inaccuracy would be a material breach of this Agreement. The Interconnector shall not place or leave any equipment or facilities within the Premises beyond those listed on Exhibit ___ without the express written consent of SWBT.

7.2.1 Subsequent Requests to Place Equipment. In the event that subsequent to the execution of this Agreement the Interconnector desires to place in the Premises any equipment or facilities not set forth on Exhibit ___, the Interconnector shall furnish to SWBT a written list and description thereof substantially in the form of Attachment A, which is attached and incorporated. Thereafter, in its sole discretion, SWBT may provide such written consent or may condition any such consent on additional charges arising from the 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. Upon the execution by both parties of a final list and description, including any

applicable charges, this Agreement shall be deemed to have been amended to include the terms and conditions of the final list and description.

7.2.2 Limitations. 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.

7.3 Administrative Uses. The Interconnector may use the Premises for placement of equipment and facilities only. The Interconnector's employees, agents and contractors shall be permitted access to the Premises at all reasonable times, provided that the Interconnector's employees, agents and contractors comply with SWBT's policies and practices pertaining to fire, safety and security. The Interconnector agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Premises. Upon the expiration of the Agreement, the Interconnector shall surrender the Premises to SWBT, in the same condition as when first occupied by the Interconnector, ordinary wear and tear excepted.

7.4 Threat to Network or Facilities. Interconnector equipment or operating practices representing a significant demonstrable technical threat to SWBT's network or facilities, including the Building, are strictly prohibited.

7.5 Interference or Impairment. Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Premises shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Building; create hazards for or cause damage to those facilities, the Premises, or the Building; impair the privacy of any communications carried in, from, or through the Building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Agreement.

7.6 Interconnection to Other Collocated Interconnectors Within the Building To the extent that SWBT is required by law to permit such interconnection, SWBT will provide the connection between physical collocation arrangements on a time and materials basis whenever the collocated interconnectors 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 an 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.

7.7 Personality and its Removal. Subject to this Article, the Interconnector may place or install in or on the Premises such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by the Interconnector in the Premises shall not become a part of the Premises, even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as personality and may be removed by Interconnector at any time. Any damage caused to the Premises by the removal of such property shall be promptly repaired by Interconnector at its expense.

7.8 Alterations. In no case shall the Interconnector or any person purporting to be acting through or on behalf of the Interconnector make any rearrangement, modification, improvement, addition, repair, or other alteration to the Premises or the Building without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair, or other alteration requested by the Interconnector, provided that SWBT shall have the right to reject or modify

any such request. The cost of any such construction shall be paid by Interconnector in accordance with SWBT's then-standard custom work order process.

ARTICLE VIII - STANDARDS

8.1 Minimum Standards. This Agreement and the physical collocation provided hereunder is made available subject to and in accordance with the (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 Technical Publication for Physical Collocation dated _____, 1996, as may be amended from time to time; (iii) SWBT's Technical Publication 76300, Installation Guide, followed in installing network equipment and facilities within SWBT central offices, as may be amended from time to time; (iv) SWBT's Emergency Operating Procedures, as may be amended from time to time; and (v) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. The Interconnector shall strictly observe and abide by each.

8.2 Revisions. 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 Agreement thirty (30) days after such revision is released by SWBT; provided, however, that any revision made to address situations potentially harmful to SWBT's network or the Premises, or to comply with statutory and/or regulatory requirements shall become effective immediately.

8.3 Compliance Certification. The Interconnector warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE) for each item set forth on Exhibit _____. The Interconnector also warrants and represents that any equipment or facilities that may be placed in the Premises pursuant to Section 7.2.1 or otherwise shall be so compliant. **DISCLOSURE OF ANY NON-COMPLIANT ITEM ON**

EXHIBIT __, PURSUANT TO SECTION 7.2.1, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

ARTICLE IX - RESPONSIBILITIES OF THE INTERCONNECTOR

9.1 Contact Number. The Interconnector is responsible for providing to SWBT personnel a contact number for Interconnector technical personnel who are readily accessible 24 hours a day, 7 days a week.

9.2 Trouble Status Reports. The Interconnector is responsible for providing trouble report status when requested by SWBT.

9.3 Optical Fiber Extension. The Interconnector is responsible for bringing its fiber optic cable to the wire center entrance manhole(s) designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the Interconnector-provided cable through the cable vault to the Premises.

9.4 Regeneration. Regeneration of either DS1 or DS3 signal levels may be provided by the Interconnector, or SWBT under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment.

9.5 Removal. The Interconnector is responsible for removing any equipment, property or other items that it brings into the Premises or any other part of the Building. If the Interconnector fails to remove any equipment, property, or other items from the Premises within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge the Interconnector for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, the Interconnector shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.

9.6 Interconnector's Equipment and Facilities. The Interconnector is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities used by the Interconnector in the Premises. The Interconnector will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Premises:

- (a) its fiber optic cable(s);
- (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 Premises to the point(s) of termination.

SWBT NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

9.7 Verbal Notifications Required. The Interconnector is responsible for immediate verbal notification to SWBT of significant outages or operations problems which could impact or degrade SWBT'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.

9.8 Service Coordination. The Interconnector is responsible for coordinating with SWBT to ensure that services are installed in accordance with the service request.

9.9 Testing. The Interconnector is responsible for testing, to identify and clear a trouble when the trouble has been isolated to an Interconnector-provided facility or piece of equipment. If SWBT testing is also required, it will be provided at charges specified in SWBT's F.C.C. No. 73, Section 13.

ARTICLE X - QUIET ENJOYMENT

Subject to the other provisions hereof, SWBT covenants that it has full right and authority to

permit the use of the Premises by the Interconnector and that, so long as the Interconnector performs all of its obligations herein, the Interconnector may peaceably and quietly enjoy the Premises during the term hereof.

ARTICLE XI - ASSIGNMENT

The Interconnector shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the Premises by any other person or entity, without the prior written consent of SWBT. Any purported assignment or transfer made without such consent shall be voidable at the option of SWBT. The Interconnector shall not permit any third party to jointly occupy the Premises.

ARTICLE XII - CASUALTY LOSS

12.1 Damage to Premises. If the Premises are damaged by fire or other casualty, and

- (i) The Premises are not rendered untenable in whole or in part, SWBT shall repair the same at its expense (as hereafter limited) and the rent shall not be abated, or
- (ii) The Premises are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, SWBT has the option to repair the Premises at its expense (as hereafter limited) and rent shall be proportionately abated while Interconnector was deprived of the use. If the Premises cannot be repaired within ninety (90) days, or SWBT opts not to rebuild, then this Agreement shall (upon notice to the Interconnector within thirty (30) days following such occurrence) terminate as of the date of such damage.

Any obligation on the part of SWBT to repair the Premises shall be limited to repairing, restoring and rebuilding the Premises as originally prepared for the Interconnector and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by the

Interconnector or by SWBT on request of the Interconnector; or any fixture or other equipment installed in the Premises by the Interconnector or by SWBT on request of the Interconnector.

12.2. Damage to Building. In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SWBT's opinion, be advisable, then, notwithstanding that the Premises may be unaffected thereby, SWBT, at its option, may terminate this Agreement by giving the Interconnector ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

ARTICLE XIII - RE-ENTRY

If the Interconnector shall default in performance of any agreement herein, and the default shall continue for thirty (30) days after receipt of written notice, or if the Interconnector 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 the Premises, expel the Interconnector and any claiming under the Interconnector, remove the Interconnector's property, forcibly if necessary, and thereupon this Agreement shall terminate, without prejudice to any other remedies SWBT might have.

SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by the Interconnector at any time thereafter.

ARTICLE XIV - LIMITATION OF LIABILITY

14.1 Limitation. With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of SWBT, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Interconnector for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the Interconnector or which arise in connection with the use of the Interconnector-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon SWBT.

Neither party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

Each party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other party's services or equipment except those claims and damages directly associated with the provision of services to the other party which are governed by the provisioning party's applicable tariffs.

Neither party shall have any liability whatsoever to the customers of the other party for claims arising from the provision of the other party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

The liability of either party for its willful misconduct, if any, is not limited by this Agreement. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, SWBT's liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

SWBT shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall SWBT for its own act or omission hold liable any other carrier or customer providing a portion of a service.

When the Interconnector is provided service under this Agreement, SWBT shall be indemnified, defended and held harmless by the Interconnector against any claim, loss or damage arising from the customer's use of services offered under this Agreement, involving:

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from

the customer's own communications;

- (2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by SWBT in connection with facilities or equipment furnished by the customer; or
- (3) All other claims arising in connection with any act or omission of the Interconnector in the course of using services provided pursuant to this Agreement.

14.2 Third Parties. The Interconnector acknowledges and understands that SWBT may provide space in or access to the Building to other persons or entities ("Others"), which may include competitors of Interconnectors; that such space may be close to the Premises, possibly including space adjacent to the Premises and/or with access to the outside of the Premises; and that the cage around the Premises is a permeable boundary that will not prevent the Others from observing or even damaging the Interconnector's equipment and facilities. In addition to any other applicable limitation, SWBT shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or SWBT, and regardless of whether any claimed SWBT liability arises in tort or in contract. The Interconnector shall save and hold SWBT harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of the Interconnector.

ARTICLE XV - INDEMNIFICATION OF SWBT

In addition to any other provision hereof, the Interconnector agrees to indemnify, defend and save harmless SWBT (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with Interconnector's use of the Premises, conduct of its business or any activity, in or about the Premises, performance of any terms of this Agreement, or any act or omission of the Interconnector (including its officers, directors, employees, agents, contractors, servants,

invitees, or licensees). Defense of any claim shall be reasonably satisfactory to SWBT.

ARTICLE XVI - SERVICES, UTILITIES, MAINTENANCE AND FACILITIES

16.1 Operating Services. SWBT, at its sole cost and expense, shall maintain for the Building customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day. The Interconnector shall be permitted to have a single-line business telephone service for the Premises subject to applicable SWBT tariffs.

16.2 Utilities. SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for the Interconnector's equipment, in the same manner that it provides such support items for its own equipment within that wire center.

16.3 Maintenance. SWBT shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by the Interconnector to access the Premises.

16.4 Legal Requirements. SWBT agrees to make, at its expense, all changes and additions to the Premises 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 Premises.

ARTICLE XVII - LIMITATION OF ACTIONS; DISPUTE RESOLUTION

17.1 Finality of Disputes. No claim arising from this Agreement shall be brought more than twenty-four (24) months from the date of occurrence which gives rise to the claim.

17.2 Alternative to Litigation. The parties desire to resolve disputes arising in connection with this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution

procedure as their sole remedy with respect to any controversy or claim arising from or relating to this Agreement.

17.3 Resolution of Disputes Between Parties. At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may use other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement, exempt from discovery and production, shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

17.4 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set forth in those rules. Discovery shall be controlled by the arbitrator and shall be permitted only to the extent set forth in this Section. Each party may submit in writing to the other party, and the receiving party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following:

- (a) Interrogatories
- (b) Demands to produce documents
- (c) Requests for admission

Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in _____. The arbitrator shall control the scheduling so as to process the matter

expeditiously. The parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17.5 Costs. Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

ARTICLE XVIII - SUCCESSORS BOUND

Without limiting Article XI hereof, the conditions and agreements contained herein shall bind and inure to the benefit of SWBT, the Interconnector and their respective successors and, except as otherwise provided herein, assigns.

ARTICLE XIX - CONFLICT OF INTEREST

The Interconnector represents that no employee or agent of SWBT has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from the Interconnector, or any of the Interconnector's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

ARTICLE XX - NON-EXCLUSIVE REMEDIES

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.

ARTICLE XXI - NOTICES

Except as may be specifically permitted in this Agreement, any notice, demand, or payment required or desired to be given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to SWBT:

Jeffrey Fields
One Bell Plaza, 525.07
Dallas, Texas 75202

If to the Interconnector:

Richard Weinstein
11111 Dorsett Road
St. Louis, Missouri 63043

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

ARTICLE XXII - COMPLIANCE WITH LAWS

The Interconnector and all persons acting through or on behalf of the Interconnector 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. The Interconnector further agrees during the term of this Agreement to comply with all applicable Executive and Federal regulations as set forth in SW9368, attached as Exhibit ____ and incorporated herein, as may be modified from time to time.

ARTICLE XXIII - OSHA STATEMENT

The Interconnector, in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal, state and local laws, safety and health regulations relating to the Premises which the Interconnector has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SWBT harmless for any judgments, citations, fines, or other penalties which are assessed against SWBT as the result of the Interconnector's failure to comply with any of the foregoing. SWBT, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Premises which SWBT has agreed to maintain pursuant hereto.

ARTICLE XXIV - INSURANCE

24.1 Coverage Requirements. The Interconnector shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage 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 is authorized to do business in the jurisdiction in which the Premises are located. SWBT shall be named as an ADDITIONAL INSURED on general liability policy.

- (1) 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.

- (2) If use of an automobile is required or if the Interconnector is provided or otherwise allowed parking space by SWBT in connection with this Agreement, 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. The Interconnector hereby waives any rights of recovery against SWBT for damage to the Interconnector's vehicles while on the grounds of the Building and the Interconnector will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of the Interconnector's employees, contractors, invitees, licensees or agents.
- (3) Workers' Compensation insurance with benefits afforded in accordance with the laws of the state in which the space is to be provided.
- (4) 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.
- (5) Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
- (6) All Risk Property coverage on a full replacement cost basis insuring all of the Interconnector's personal property situated on or within the Building or the Premises. The Interconnector releases SWBT from and waives any and all 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 Interconnector or located on or in the space at

the instance of the Interconnector by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty 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 the Interconnector's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of the Interconnector against SWBT for damage to the Interconnector's fixtures or personal property are hereby waived.

The Interconnector may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an interruption of service occur.

24.2 Coverage Increases. The limits set forth in Section 24.1 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 buildings.

24.3 Primary Coverage. All policies purchased by the Interconnector shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

24.4 Effective Date. All insurance must be in effect on or before occupancy date and shall remain in force as long as any of the Interconnector's facilities or equipment remain within the Premises or the Building. If the Interconnector fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by the Interconnector.

24.5 Supporting Documentation. The Interconnector 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 Agreement. The Interconnector shall arrange for SWBT to receive thirty (30) days advance written notice from the Interconnector's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

24.6 Carrier Recommendations. The Interconnector must also conform to the recommendation(s) made by SWBT's Property Insurance Company which Interconnector has already agreed to or to such recommendations as it shall hereafter agree to.

24.7 Material Breach. Failure to comply with the provisions of this section will be deemed a material violation of this Agreement.

ARTICLE XXV - SWBT'S RIGHT OF ACCESS

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter the Premises at any reasonable time 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 Premises for purpose of averting any threat of harm imposed by the Interconnector or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the Premises. If routine inspections are required, they shall be conducted at a mutually agreeable time.

ARTICLE XXVI - PURPOSE AND SCOPE OF AGREEMENT

Through this Agreement, the Interconnector is placing telecommunications equipment and facilities on SWBT property for the purpose of connecting with SWBT's network only. The parties agree that this Agreement 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, any State or Federal Court, or in any other form that SWBT has agreed or acquiesced that any piece of Interconnector equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).

ARTICLE XXVII - MISCELLANEOUS

27.1 Exhibits The following Exhibits are attached hereto and made part hereof:

Exhibit _____

Exhibit _____

Exhibit _____

Exhibit _____

27.2 Variations. In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by SWBT shall control.

27.3 Governing Law. This Agreement shall be governed by the laws of the State in which the Premises are located, without regard to the choice of law principles thereof.

27.4 Joint and Several. If Interconnector constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

27.5 Future Negotiations. SWBT may refuse requests for additional space in the Building or in any other SWBT premises if the Interconnector is in material breach of this Agreement, including having any past due charges hereunder. In any and each such event, the Interconnector hereby releases and shall hold SWBT harmless under Article XV from any duty to negotiate with the Interconnector or any of its affiliates for any additional space or physical collocation.

27.6 Severability. With the exception of the requirements, obligations, and rights set forth in Article II hereof, if any of the provisions hereof are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of SWBT and the Interconnector shall be construed accordingly.

27.7 Paragraph Headings and Article Numbers. The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

27.8 Entire Agreement. This Agreement with the attached schedules and exhibits, and referenced documentation and materials attached hereto set forth the entire understanding of the parties and

supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

27.9 No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

27.10 Construction. This Agreement shall be interpreted and governed without regard to which party drafted this Agreement.

27.11 Multiple Originals. This Agreement may be executed in multiple copies, each of which shall be deemed an original.

27.12 Wavier of Obligations. (a) Whenever this Agreement requires the consent of a party, any request for such consent shall be in writing.

(b) Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (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 Agreement 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 Agreement 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 interconnectors.

27.13 Rights Cumulative. The rights of a party hereunder are cumulative and no exercise or

enforcement by such party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.

27.14 Binding Effect. (a) This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest.

(b) All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

27.15 Impossibility of Performance. Neither party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, the Interconnector's employees, authorized agents and contractors will comply with the Emergency Operating Procedures established by SWBT.

27.16 Survival. The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed and delivered this Agreement as of the day and year first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____

Title: _____

DIGITAL TELEPORT, INC. (MISSOURI)

By: _____

Title: _____

ATTACHMENT A

Southwestern Bell Telephone Company
[Address and to the attention of per notice provision]

Re: [Reference Identifier on Cover Sheet]

Pursuant to the referenced Physical Collocation Agreement ("Agreement"), this letter constitutes a request to place the following additional equipment and/or facilities in the Premises:

<u>Generic Name</u>	<u># of Bays</u>	<u>Floor Loading</u>	<u>Power Req.</u>	<u>Heat Release</u>
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If this request is acceptable to Southwestern Bell Telephone Company ("SWBT"), please indicate that acceptance by executing both originals and returning one to the undersigned. With the return of an executed original, the Agreement shall be deemed amended to reflect that the listed equipment and facilities may be located in the Premises. In all other respects, the Agreement shall be unaffected.

If not acceptable, please let me know of SWBT's objections or conditions to its acceptance.

All capitalized terms not defined in this letter but defined in the Agreement shall have the meaning ascribed to such term in the Agreement.

DIGITAL TELEPORT, INC. (MISSOURI)

By: _____

Title: _____

Name: _____

AGREED AND ACCEPTED:

**SOUTHWESTERN BELL TELEPHONE
COMPANY**

By: _____

Title: _____

Name: _____

Date: _____

APPENDIX SS7

Appendix SS7

APPENDIX FOR THE PROVISION OF SS7 SERVICE

This Appendix sets forth the terms and conditions under which SWBT shall provide to LSP certain Common Channel Signaling/Signaling System 7 (CCS/SS7) services, herein referred to as "SS7 Service".

This Appendix provides for the use of the SWBT Common Channel Signaling network, which uses the Signaling System 7 (SS7) protocol, and for a Dedicated Signaling Link, which provides network interconnection to SWBT's Signal Transfer Point (STPs), including facilities. SS7 Service provides CCS/SS7 functionality and translations to support SS7 based services and applications as they become available and as facilities permit.

SS7 Service includes the screening of messages based on origination signaling point code and the routing of messages by a SWBT mated pair of STPs. Any services beyond SS7 Transport, Use of the STP or a Dedicated Signaling Link interconnection (e.g. Local and IntraLATA Call Set-Up Signaling, Interexchange Carrier (IXC) Call Set-Up Signaling, Easy OptionsSM, 800 Data Base Access, and Line Information Data Base (LIDB) Validation Service Access) will be provided by an amendment to this appendix, by a separate agreement, or by tariff, whichever is applicable. Arrangements for services should be made through the LSP Service Center of SWBT.

I. SERVICE DESCRIPTION

A. SS7 Transport

SS7 Transport provides for the routing and screening of SS7 messages from a SWBT pair of STPs (i.e. a mated pair) to another SWBT pair of STPs. The screening of messages provides for LSP designation of signaling points associated with the LSP and controls which messages may be allowed or not allowed by the SWBT STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation of the message address, if needed.

SS7 Transport provides routing of messages for all parts of the SS7 protocol including, for example, Message Transfer Part (MTP) messages, Integrated Services Digital Network User Part (ISDNUP or ISUP) messages, Signaling Connection and Control Part (SCCP) messages, Transaction Capability

Application Part (TCAP) messages and Operations and Maintenance Application Part (OMAP) messages.

SS7 Transport provides for screening and routing of signaling messages based on the SS7 protocol. These messages may support other applications and services such as, for example, Easy Option[®] (referred to as Call Control Option[®] or Bellcore CLASS[®]) services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SWBT's STP.

SS7 Transport provides screening and routing of messages that are generated by the action of the LSP signaling point, or messages that are generated by a signaling point connected via the LSP signaling point.

B. Dedicated Signaling Links

Dedicated Signaling Links provide physical access to SWBT's signaling network. The links are fully dedicated to the use of LSP and provide the screening and routing usage for the SWBT STP to which the link is connected. Dedicated signaling links are provided as a set of links connecting to a SWBT mated pair of STPs. Dedicated Signaling Links are dedicated two-way digital data circuits that interconnect SWBT's STP locations and the LSP's Signaling Points at Signaling Point of Interface (SPOI) locations. Dedicated Signaling Links are available to LSPs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

Dedicated Signaling Links include the following elements:

1. **SS7 Link Cross Connect**: The SS7 Link Cross Connect provides a DS-0A or DS1 connection and access point for testing in the SWBT STP building. The cross connect connects the STP Port Termination to an LSP unbundled dedicated transport or to a collocation cage.
2. **STP Port Termination**: The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a SWBT STP. An STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SWBT STP.

The STP Port Termination shall provide for the use of the SWBT STP to which the port is connected.

The LSP shall provide the portion of the signaling link from the LSP premises within the LATA to the SWBT STP location using unbundled dedicated transport. LSP shall notify SWBT that the facility contains a signaling link service. Multiple facilities provided by SWBT will be identified so that SWBT may maintain facility diversity between links and linksets that require diversity. LSP shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

If LSP does not use an unbundled dedicated transport facility to LSP premises, LSP shall identify that the SS7 Link Cross Connect shall connect to a LSP collocation cage in the SWBT STP building.

When LSP uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Bellcore, GR-905-CORE, LSP acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

Dedicated Signaling Links are subject to SWBT compatibility testing and certification requirements per the Network Operations Forum Reference Document, per Bellcore, GR-905-CORE and per SWBT Technical Publication, TP76638. First interconnections to the SWBT signaling network per LSP and per signaling point type of equipment will require pre-ordering meetings to exchange information and schedule testing for certification by SWBT.

C. Use of the STP

The Use of the STP provides for the use of the SWBT SS7 signaling network when LSP uses the SWBT Local Switching Unbundled Network Element. The Use of the STP provides for the use of the signaling link between the SWBT local switch and the STP, the use of the signaling link and ports between the SWBT tandem switch and the STP when applicable, the use of the SWBT STP port and use of STP Transport. The Use of the STP is a signaling network element incurred by use of the SWBT local switching (i.e. Unbundled Local Switching). The Use of the STP provides the SWBT signaling when LSP subscribers originate and terminate calls from a SWBT SS7 equipped end office.

II. DEFINITIONS

Attachment 1, which is attached hereto and made a part hereof, contains **DEFINITIONS OF TERMS** in this Appendix.

III. MANNER OF PROVISIONING

A. SS7 Transport

LSP shall use SS7 Transport subject to the screening and routing information of the SWBT STPs. SWBT shall provide information to LSP on the routes and signaling point codes served by the SWBT STPs.

SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines. Routes requiring ISUP routes longer than two SWBT STP pairs may be provisioned pursuant to Attachment Network Element Bona Fide Request per specific LSP request, if such route is technically feasible. However, routes involving signaling point codes not associated with LSP are subject to the route designated by the owner of the SPC.

SS7 Transport shall route TCAP queries when feasible per the SS7 Protocol to the SWBT "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SWBT "regional" STP pair to another SWBT STP pair.

When LSP requires modification of SWBT's SS7 Service components not otherwise provided in this contract, the modifications may be furnished pursuant to Attachment Network Element Bona Fide Request.

SS7 Transport provides a signaling route for messages only to signaling points to which SWBT has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SWBT does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SWBT pairs of STPs, until ordered. When SWBT or LSP, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within and connected to the SWBT signaling network per the standard requirements of the SS7 protocol.

Disputes concerning the association of a signaling point among specific link sets associated with a SWBT mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of Signaling Point Codes.

B. Dedicated Signaling Links

LSP shall designate the signaling points and signaling point codes associated with LSP. LSP shall provide information to SWBT to allow SWBT to translate

SWBT STPs. The information shall define the screening and routing information for the signaling point codes of LSP. This information may include global title address, translation type and subsystem designations as needed.

Signaling links from SWBT mated pairs of STPs shall connect to LSP premises (including collocation locations) within the same LATA. A set of links can be either:

1. "A" Link Sets from LSP's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
2. "B" Link Sets from LSP's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required (i.e., a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

An STP Port Termination and SS7 Link Cross Connect is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4.

A pre-order meeting will define the SWBT facility availability and the degree of diversity in both the SWBT physical network and the LSP physical network from signaling point to signaling point for the link.

All applicable signaling point codes for each signaling link must be installed at each of SWBT's interconnecting STPs.

Call set-up times may be adversely affected when LSP, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SWBT makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SWBT signaling points.

Provisioning of the SS7 Service is in accordance with SWBT CCS/SS7 Network Interface Specifications (TP76638) and Bellcore Common Channel Network Interface Specification (GR-905-CORE), as amended.

When LSP uses the Dedicated Signaling Links of another party and LSP submits an order for SWBT to change the routing or screening information associated with the other party's signaling links, LSP shall include with the order a Letter of Authorization (LOA). The LOA shall be from the other party (i.e. the owner of the set of links) and shall indicate that the other party shall agree to pay SWBT charges to change the translations associated with the link set and shall agree to pay SWBT charges associated with SS7 Transport.

C. Use of the STP

When LSP orders SWBT Unbundled Local Switching the Use of the STP shall apply. No order nor provisioning by LSP is needed. The SWBT Local Switch will use the SWBT SS7 signaling network.

Any changes, additions or deletions to the SWBT SS7 signaling network required per LSP shall be submitted pursuant to Attachment Network Element Bona Fide Request.

IV. DESCRIPTION OF RATE ELEMENTS

The following rate elements apply to SS7 Service:

A. SS7 Transport

SS7 Transport shall be measured per octet of information screened and routed.

LSP shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SWBT STP pair. A usage rate applies per octet generated by action of LSP.

B. Dedicated Signaling Links

1. SS7 Link Cross Connect

LSP shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered per order.

2. STP Port Termination

LSP shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SWBT STP. One STP Port Termination must be installed at SWBT's interconnecting STP for each Dedicated Signaling Link.

There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

C. Signaling Point Code Addition

LSP shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a SWBT STP. LSP shall pay a nonrecurring charge per Signaling Point Code established at each STP.

D. Global Title Translation (GTT) Addition

LSP shall pay the GTT Addition rate element for the establishment of LSP's global title address, translation type or subsystem information in the SWBT STP translations. LSP shall pay a nonrecurring charge per GTT established at each STP.

E. Service Rearrangement

LSP shall pay charges for rearrangement of the SS7 Service which are not specifically addressed pursuant to the Network Element Bona Fide Request process.

F. Use of the STP Per Call

LSP shall pay the Use of the STP Per Call rate element for Use of the SWBT STP. The rate shall apply for each call originated by LSP subscribers using the SWBT Local Switch Unbundled Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when LSP uses the SWBT Unbundled Local Switching Network Element.

V. RATES AND CHARGES

Rates and Charges for the elements described above are as follows:

SS7 Links - Cross Connects	Monthly			Nonrecurring	
	Zone A	Zone B	Zone C	Initial	Additional
STP to Collocators Cage - DS0	\$74.20	\$74.20	\$74.20	\$299.00	\$202.45
STP to Collocators Cage- DS1	\$53.65	\$53.65	\$53.65	\$257.00	\$174.45
STP to SWBT MDF - DS0	\$74.20	\$74.20	\$74.20	\$299.00	\$202.45
STP to SWBT DSX Frame-DS1	\$53.65	\$53.65	\$53.65	\$257.00	\$174.45
SS7 Links					
STP Access Connection - 1.544 Mbps	See Dedicated				
	Transport				
STP Access Link - 56 Kbps	\$100.16 fixed + \$0.91 per mile				
SS7 Signalling					
SS7 Signalling	\$0.0003800 per call				
STP Port	\$774.85 per port	\$286.60 —			
STP Trunk Signalling	\$0.0000019 per octet				
Point Code Addition	N/A per point code	\$15.10 —			
Global Title Translation Addition	ICB	ICB ICB			

VI. ORDERING THE SERVICE

LSP shall abide by the following ordering guidelines:

A. SS7 Transport

LSP shall submit SWBT's CCS/SS7 Activity Notification Form, identify the set of links the LSP will use and identify the service(s) associated with each SPC. LSP shall identify Signaling Point Code and Global Title Translation information that must be translated into the SWBT STPs.

B. Dedicated Signaling Links

LSP shall submit an Access Service Request form and SWBT's CCS Activity Notification form. LSP shall identify the SWBT STPs, the LSP premises, the circuit interconnection arrangement at the LSP Dedicated Transport location and the LSP signaling point. LSP shall identify Signaling Point Code and Global Title Translation information that must be translated in the SWBT STPs.

C. Signaling Point Code Addition

LSP shall submit a SWBT CCS Activity Notification form. LSP shall identify the SWBT STPs and the LSP signaling point code information that must be added or changed in the SWBT STP translations. If more than one pair of SWBT STPs are affected, LSP shall indicate translation route information.

D. Global Title Translation (GTT) Addition

LSP shall submit a SWBT CCS Activity Notification form. LSP shall identify the SWBT Global Title Translation information that must be added, deleted or changed in the SWBT STP translations. If more than one pair of SWBT STPs are affected, LSP shall indicate translation route information.

E. Service Rearrangement

LSP shall order a SS7 Signaling Service Rearrangement per Attachment Network Element Bona Fide Request.

F. Use of the STP

Ordering requirements for the Use of the STP are included in the requirements set forth in the ordering clause of the Local Switching UNE (Attachment Switching), and are incorporated here by reference.

VII. RESPONSIBILITIES OF SWBT

- A. SWBT shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SWBT or LSP facilities, natural disasters, mass calling or national security demands.
- B. SWBT shall determine the GTT and Translation Type (TT) route for messages routed to GTT which are associated with SWBT signaling points.
- C. SWBT shall define regional functions and local functions of its STPs. SWBT will route ISUP messages within the SWBT signaling network subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- D. SWBT shall meet service performance standards as outlined in GR-905-CORE and TP76638 except as otherwise provided herein.
- E. In the event that SWBT provides under this contract special service arrangements associated with diversity or other arrangements that do not strictly adhere to GR-905-CORE and TP76638 and are of non-compliance to the technical publications or not certified by SWBT, LSP acknowledges that the service performance standards need not be met in the provision of the total service.

- F. SWBT shall route messages generated by the action of LSP throughout the SWBT signaling network. The content of the messages is for the use of signaling points of origination and destination. SWBT will not use any information within messages for any purpose not required by or related to the use of the SWBT signaling network. SWBT will not divulge any message or any part of messages generated by LSP to any other party, except as required to manage the SWBT signaling network or as may be required by law.
- G. SWBT shall determine the monthly charges and issue an invoice to the billing address of LSP for the respective service(s) requested by LSP and provided by SWBT. The invoice will identify nonrecurring charges, recurring charges, and other charges and credits, as they apply.
- H. SWBT shall work cooperatively and provide knowledgeable personnel to meet with LSP in order to provision, test and install the SS7 Service in a timely fashion.

VIII. RESPONSIBILITIES OF LSP

- A. LSP shall provision the signaling links at the LSP premises and from the LSP premises to the SWBT STP location in a diverse, reliable and technically acceptable manner to comply with the standard SS7 protocol, Bellcore GR-905-CORE and the SWBT network.
- B. If LSP requires a greater degree of diversity than SWBT provides in the existing network, a special facility or a special routing of services, LSP agrees to initiate a Wholesale Construction request and pay additional charges as SWBT may reasonably determine.
- C. LSP shall identify to SWBT the SPC(s) associated with the LSP set of links.
- D. When LSP orders the use of the SWBT STP, LSP shall specify the set of signaling links to be used. If the links are provided to another party LSP shall warrant to SWBT that the other party is aware of the charges associated with the use of the STP and that the other party will pay the monthly charges for the use of the SWBT STP.
- E. LSP shall identify to SWBT the Global Title and Translation Type information for messages that route to LSP.
- F. When routing messages addressed to a SWBT Subsystem Number (SSN), LSP shall use the SWBT defined SSN designation of the SWBT mated STP pair to which the message is routed.

- G. LSP shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.
- H. LSP shall verify the accuracy of information concerning the services ordered by LSP.
- I. LSP shall designate the level of diversity associated with the LSP premises. SWBT shall provide the same degree of diversity as LSP provides.
- J. LSP shall work cooperatively and provide knowledgeable personnel to meet with SWBT in order to provision, test and install the SS7 Service in a timely fashion.
- K. LSP shall furnish to SWBT, at the time the SS7 Service is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SWBT shall utilize the forecast in its own efforts to project further facility requirements.
- L. LSP shall inform SWBT in writing thirty (30) days in advance of any change in LSP's use of such SS7 Service which alters by ten percent for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by LSP to be forwarded to SWBT's network. LSP shall provide in said notice the reason, by individual SS7 service, for the volume change.

ATTACHMENT 1

DEFINITIONS OF TERMS

Common Channel Signaling (CCS)

A high-speed specialized packet switched communications network that is separate (out-of-band) from the public packet switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points (SS7 nodes) in the CCS network.

Compatibility Testing

Testing performed by representatives from SWBT and LSP to determine proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

Octet

8-bits of binary information.

Service Control Point (SCP)

A node in the CCS network that provides a database functionality.

Service Switching Point (SSP)

A signaling point that can launch queries to databases and receive/interpret responses used to provide specific end user services.

Signal Transfer Point (STP)

A packet switch in the CCS network that is used to route SS7 protocol signaling messages between signaling nodes. An STP provides screening and routing of SS7 messages. STPs transfer signaling messages to other networks. SWBT's signaling network includes mated pairs of local and regional STPs.

Signaling Link

An end-to-end high-capacity digital, data quality, link operating at 56 kilobits per second that transmits signaling information in the form of signaling messages from one network SS7 node to another node in a CCS network. The Link Type identifies the functionality of the signaling link sets. Signaling links provide physical interconnection between signaling points of another party and SWBT STPs.

Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

Signaling Point Code (SPC)

An identifier code that identifies a signaling point in the CCS network. The signaling point code provides an address within the CCS network which enables messages to be routed to signaling points. Signaling Point Codes are 24 bit binary numbers comprised of three segments: the Network Identification, the Network Cluster, and the Member number within the cluster. Signaling Point Codes are represented digitally as AAA-AAA-AAA, where “AAA” represents a decimal number from 000 to 255.

Signaling Point of Interface (SPOI)

Mutually agreed point at which SWBT hands off signaling information to LSP.

Signaling System 7 (SS7)

See SS7 Protocol

Signaling System 7 (SS7) Protocol

The signaling protocol, Version 7, used by the nodes of the CCS network. The SS7 protocol used by SWBT is the American National Standards Institute (ANSI) standard protocol defined by Bellcore Generic Requirement, GR-246-CORE, defined by Bellcore requirements (GR-317-CORE, GR-394-CORE, GR-444-Core, GR-606-CORE, GR-82-CORE, GR-905-CORE and various other documents) and defined by the SWBT Technical Publication TP76638.

APPENDIX RECORD

Appendix RECORDING**RECORDING, MESSAGE PROCESSING AND
PROVISION OF INTEREXCHANGE CARRIER TRANSPORTED
MESSAGE DETAIL APPENDIX**

This Appendix sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in total in Exhibit I, **SERVICES AND ASSOCIATED CHARGES**, and those services specifically selected by LSP as described in Exhibit II, **SELECTED SERVICE OPTIONS AND METHOD OF PROVISION** and at the rates set forth in Exhibit III, **BASIS OF COMPENSATION**. Exhibits I, II and III are attached hereto and made a part of this Appendix by reference.

I. DEFINITIONS

As used herein and for the purposes of this Appendix, the following terms shall have the meanings set forth below:

- A. Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- B. Assembly and Editing - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- C. Billing Company - the company that bills end users for the charges incurred in originating and terminating IXC transported calls.
- D. Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT and the Billing Company.
- E. Data Transmission - the forwarding by SWBT of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- F. Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- G. Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related

recurring fee. IXC's provide service interstate and intrastate. In some states IXC's are permitted to operate within a LATA.

- H. Interexchange Carrier Transported - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- I. Message Processing - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- J. Originating Local Exchange Carrier Company - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXC's.
- K. Provision of Message Detail - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to LSP for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.
- L. Record - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- M. Recording - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- N. Service Switching Point (SSP) - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- O. Switching Control Point (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- P. 800 SCP Carrier Access Usage Summary Record (SCP Record) - a summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for

the production and delivery of SCP records, such charges will be those specified in Exhibit III-A pertaining to the production and forwarding of AUR data.

- Q. Terminating Local Exchange Carrier Company - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC's.

II. RESPONSIBILITIES OF THE PARTIES

- A. SWBT will record all IXC transported messages for LSP carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.
- B. SWBT will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SWBT.
- C. SWBT will provide access usage records that are generated by SWBT.
- D. Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by LSP from Exhibit III-B.
- E. Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SWBT and provided to LSP.
- F. Recorded access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- G. SWBT will provide message detail to LSP either on magnetic tapes or in data files, depending on the option contracted for by LSP in Exhibit III. Only ONE method may be selected by the LSP.
 - 1. Magnetic Tapes
 - a. SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.
 - b. LSP will specify one of the following options for provision of tapes:

- 1) SWBT may send the tapes to LSP via first class U.S. Mail Service or an equivalent service of SWBT's choice, or
- 2) LSP may pick up the magnetic tapes at a location designated by SWBT.
- 3) If, at the request of LSP, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of LSP.

2. Data Files

The message detail may be transmitted to LSP in data files via data lines using software and hardware acceptable to both parties.

- H. In Exhibit III LSP will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, holidays, etc.
- I. SWBT will determine the number of magnetic tapes or data files required to provide the access usage record detail to LSP.
- J. Access usage record detail previously provided LSP and lost or destroyed through no fault of SWBT will not be recovered and made available to LSP except on an individual case basis at a cost determined by SWBT.
- K. When SWBT receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by LSP, SWBT will forward those messages to LSP.
- L. When SWBT has rated billable message detail originating from LSP's end users requiring billing by another LEC or LSP, SWBT will forward such messages to the appropriate Billing Company.
- M. SWBT will record the applicable detail necessary to generate access usage records and forward them to LSP for its use in billing access to the IXC.

III. BASIS OF COMPENSATION

- A. Compensation for recording, assembly and editing, rating, message processing and provision of messages provided hereunder by SWBT for the LSP shall be based upon the rates and charges set forth in Exhibit III, BASIS OF COMPENSATION.

- B. When message detail is entered on a magnetic tape or data file for provision of message detail to LSP, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.

IV. LIABILITY

- A. Except as otherwise provided herein, neither party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first party to comply with the obligations stated herein. Each party is obliged to use its best efforts to mitigate damages.
- B. When SWBT is notified that, due to error or omission, incomplete data has been provided to the LSP, SWBT will make reasonable efforts to locate and/or recover the data and provide it to the LSP at no additional charge. Such requests to recover the data must be made within 30 days from the date the details initially were made available to the LSP. If written notification is not received within 30 days, SWBT shall have no further obligation to recover the data and shall have no further liability to the LSP.
- C. If, despite timely notification by the LSP, message detail is lost and unrecoverable as a direct result of SWBT having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to the LSP shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- D. SWBT will not be liable for any costs incurred by the LSP when the LSP is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT.
- E. The LSP agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the LSP, its customers or end users. The LSP shall defend against all end users' claims just as if the LSP had provided such service to its end users with its own employees.
- F. The LSP also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this

service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO

MERCHANTABILITY

OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY LSP WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

Exhibit 1

EXPLANATION OF SERVICE OPTIONS

The attached pages of this Exhibit I show the service options that are offered under this Appendix and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rates and charges set forth in Exhibit III, BASIS OF COMPENSATION.

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** SWBT performs recording, assembly and editing, rating of billable message detail and creates an Access Usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from LSP end office telephone network and forwards both billable message detail records and AUR records to LSP.
- Option #2:** SWBT performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from LSP end office. SWBT creates Access Usage Records for this traffic and forwards those AUR records to LSP.
- Option #3:** The IXCs do their own billable message recording for their 1+ IXC transported messages originating from LSP end office. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to LSP.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** LSP Non-Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for LSP. SWBT performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to LSP.
- Option #5:** LSP Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for LSP. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to LSP.
- Option #6:** LSP Equal or Non-Equal Access End Office - The IXCs do their own billable message recording. LSP chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to LSP.

Option #7: The IXCs do their own billable message recording and forward to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to LSP. This situation occurs when the LSP has not signed a rating takeback waiver with the IXC.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: SWBT performs SSP function for LSP end office and bills query charge to the appropriate IXC. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to LSP.

Option #9: SWBT performs SSP function for LSP end office. LSP performs billing of query charge to the appropriate IXC. SWBT performs recording at the SSP for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to LSP. SWBT performs recording at the SCP for query billing purposes only, assembles and edits this data, creates SCP records and forwards SCP records to LSP.

Option 10: SWBT performs SCP function for LSP. SWBT performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to LSP.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: SWBT provides tandem function for LSP. LSP requests SWBT to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. SWBT creates terminating AURs for this data and forwards AUR records to the LSP.

Option 12: SWBT provides tandem function for LSP. The LSP requests SWBT to provide all Feature Group B terminating usage recordings excluding B over D. SWBT creates terminating AURs for this data and forwards AUR records to LSP.

Option 13: SWBT provides tandem function for LSP. LSP requests SWBT to provide all Feature Group B terminating usage recordings including Feature Group B over D. SWBT creates terminating AURs for this data and forwards AUR records to the LSP.

Option 14: SWBT provides tandem function for LSP. LSP requests SWBT to provide all Feature Group D terminating usage recordings including B over D and C over D. SWBT creates terminating AURs for this data and forwards AUR records to the LSP.

Option 15: SWBT provides tandem function for LSP. The LSP requests SWBT to provide all Feature Group D terminating usage recordings including B over D. SWBT creates terminating AURs for this data and forwards AUR records to the LSP.

MESSAGE PROVISIONING:

Option 16: SWBT will forward all IXC transported message detail records or access usage records to LSP generated internally within SWBT system or received via CMDS from an IXC or another Local Exchange Carrier or LSP. LSP forwards rated IXC transported message detail or access usage detail to SWBT for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

There is no charge for this option under this Appendix if LSP has also executed, as part of an agreement executed pursuant to this Statement, an Appendix for SWBT to provide "Hosting" services to LSP, or if LSP has executed a separate agreement with SWBT for "Hosting" services to be provided from SWBT to LSP.

DRAFT APPENDIX RECORDING

EXHIBIT II

SELECTED SERVICE OPTIONS

AND

METHOD OF PROVISION

The service options and method of provision selected by the LSP under this Appendix are as indicated on page two, attached, of this Exhibit II. Numerical references are to service options shown in Exhibit I.

APPENDIX RECORDING

EXHIBIT II

**SELECTED SERVICE OPTIONS
AND
METHOD OF PROVISION**

Attached to and made a part of the RECORDING, MESSAGE PROCESSING AND PROVISION OF INTEREXCHANGE CARRIER TRANSPORTED MESSAGE DETAIL AGREEMENT effective _____, 19____, between Southwestern Bell Telephone Company and _____

The service options and method of provision selected by the LSP under this Appendix are as indicated on page 2, attached, of this Exhibit II. Numerical references are to service options shown in Exhibit I.

Approved and executed the _____ day of _____, 19____.

**SOUTHWESTERN BELL
TELEPHONE COMPANY**

By: _____
(Title)

By: _____
(Title)

APPENDIX RECORDING

EXHIBIT II

SELECTED SERVICE OPTIONS AND METHOD OF PROVISION

EFFECTIVE DATE: _____

[illegible]

Numerical references are to specific service options listed in Exhibit I.

APPENDIX RECORDING

EXHIBIT II

**SELECTED SERVICE OPTIONS
AND METHOD OF PROVISION**

EFFECTIVE DATE: _____

METHOD OF PROVISION:

Circle One: Data File 9 Track Magnetic Tape 18 Track Magnetic Tape

DRAFT APPENDIX RECORDING

EXHIBIT III-A

BASIS OF COMPENSATION [Rates to be consistent with order.]

EFFECTIVE: _____

LSP shall pay SWBT the following amounts for services provided under the Recording, Message Processing and Provision of Message Detail Appendix.

TYPE OF ACTIVITY		RATE
A.	Recording Per AUR	\$0.0100
B.	Assembly and Editing Per Message and/or AUR	\$0.0050
C.	Rating Per Message	\$0.0050
D.	Message Processing Per Message and/or AUR	\$0.0050
E.	Provision of Message Detail Per Record	\$0.0030
F.	Source Information Provided	
	1. Per Record Purchased - Meet Point Bill Applicable	\$0.0115
	2. Per Record Purchased - Meet Point Bill Not Applicable	\$0.0230

**DRAFT APPENDIX RECORDING
EXHIBIT III-B**

INVOICE DESIGNATION

COMPANY NAME: _____

EXCHANGE COMPANY I.D. NUMBER (OCN): ____ ____ ____ ____

BILLABLE INVOICE INTERVAL:

Check One:

☐

Daily (Full Status RAO Companies will receive billable messages daily.)

☐

Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

TAPE MAILING ADDRESS:

(Full RAO Companies will receive AURs at the same address as billable message toll.)

**DRAFT APPENDIX RECORDING
EXHIBIT III-B**

AUR INVOICE INTERVAL:

Check One:

☐

Daily (Full Status RAO Companies will receive AURs daily.)

☐

Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

TAPE MAILING ADDRESS:

(Full RAO Companies will receive AURs at the same address as billable message toll.)

APPENDIX RESALE

Appendix RESALE

This Appendix sets forth the rates, terms and conditions for those services available for sale at retail to end users which are made available to LSPs by SWBT for resale.

1.0 TERMS AND CONDITIONS OF SERVICE

- 1.1 For services included in this Appendix, the rules and regulations associated with the corresponding tariffs apply except for applicable resale restrictions, which are offered through tariffs by SWBT to its end users and except as otherwise provided herein.
- 1.2 LSP shall only sell Plexar services to a single end user.
- 1.3 Except where otherwise explicitly provided in the corresponding tariffs, LSP shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service or except where SWBT permits such sharing by its own end users.
- 1.4 The LSP shall resell these telecommunications services only to the same class of customers to which SWBT sells the services, e.g. residence service may not be resold to business customers. LSP may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent LSP resells services that require certification on the part of the buyer, LSP will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission.
- 1.5 SWBT promotions of ninety (90) days or less shall not be available to the LSP for resale.
- 1.6 The LSP shall not use a resold service to avoid the rates, terms and conditions of SWBT's corresponding retail tariff.
- 1.7 The LSP shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that LSP may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 1.8 An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

- 1.9 To the extent allowable by law, LSP shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. LSP shall pay for PIC changes at the tariffed rate.
- 1.10 SWBT shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. LSP shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered at retail by SWBT as the incumbent local exchange carrier to its end users.
- 1.11 When LSP converts an end user currently receiving non-complex service from the SWBT network, without any changes to SWBT's network, LSP will be charged a per-order conversion charge of twenty-five dollars (\$25.00) in Arkansas, Kansas and Missouri. When LSP converts an end user with non-complex service and adds or changes are made to the network, the respective twenty-five dollars (\$25.00) conversion charge will apply, as well as any normal service order charges associated with said changes. All nonrecurring service connection charges, excluding the conversion charge mentioned above, will be charged at a discount for those services listed in Exhibits A & B to this Appendix. Complex conversion orders will be charged at a rate of one hundred twenty-five dollars (\$125.00). Custom Services conversions (e.g., Plexar Custom) will be handled on a Customer Specific Proposal basis.
- 1.12 For the purposes of ordering service under this Appendix, all requests for service shall be handled as an initial request for service. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on SWBT's network, regardless of the non-facilities based local service provider of record.
- 1.13 If the LSP is in violation of a provision of this Appendix, SWBT will notify the LSP of the violation in writing. Such notice must refer to the specific provision being violated. At such time, the LSP will have thirty (30) days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT will then bill the LSP for the charges which should have been collected by SWBT or the actual revenues collected by the LSP from its end users for the stated violation, whichever is greater. Should the LSP dispute the violations, it must notify SWBT in writing within fourteen (14) days of receipt of notice from SWBT. Disputes will be resolved as outlined in the Disputed Amounts Section of the Agreement.
- 1.14 SWBT is not required to make services available for resale at wholesale rates to LSP for its own use. SWBT, however, shall at its option agree to allow LSP to

purchase SWBT's Telecommunications Services and other services available for resale as outlined in the exhibits to this Appendix, as long as said services are not resold exclusively or predominately to LSP, its subsidiaries, or affiliates.

- 1.15 The effective date of this Appendix shall be ten (10) days after the date the Commission approves the Interconnection Agreement.

2.0 ANCILLARY SERVICES

- 2.1 Where available, SWBT will afford LSP end users with the ability to make 911 calls. LSP shall be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the Public Safety Answering Point (PSAP).
- 2.2 Where requested by SWBT, the LSP shall provide SWBT with accurate and complete information regarding end users in a format and time frame prescribed by SWBT, for purposes of 911 administration.
- 2.3 SWBT shall provide LSP's end users access to SWBT Directory Assistance Service. LSP shall pay SWBT amounts attributable to Directory Assistance services used by LSP's end users. Discounts associated with the utilization of Directory Assistance Service are outlined in the exhibits to this Appendix.
- 2.4 SWBT shall provide, at no additional charge, a straight line listing of the LSP end user in the appropriate SWBT local White Pages. Subscriber listing information on resold lines shall remain the property of SWBT.
- 2.5 Additional Listing services (e.g., foreign or signature listings) can be purchased by LSP for its end users on a per listing basis. LSP shall pay SWBT amounts attributable to Additional Listing services used by LSP's end users. The exhibits outline the discounts associated with such additional listing services.
- 2.6 SWBT or its agents will deliver local White Pages directories to LSP end user's premises at the same time and under the same conditions that such directories are delivered to SWBT end users.
 - 2.6.1 LSP end users shall be entitled to one directory per basic residential or business line provided by SWBT pursuant to this Appendix.
 - 2.6.2 SWBT, or its agents, shall deliver a White Pages Directory to LSP end users' premises at the same time that such directories are delivered to SWBT end users. If an LSP's end user already has a current SWBT directory, SWBT shall not be required to deliver a directory to that end user until new directories are published for that end user's location.

- 2.7 SWBT shall provide LSP's end users access to SWBT's Operator Services. LSP shall pay SWBT amounts attributable to Operator Services used by LSP's end users. Discounts associated with the utilization of Operator Services features are outlined in the exhibits to this Appendix.

3.0 **BRANDING**

- 3.1 Except where otherwise required by law, LSP shall not, without SWBT's written authorization, offer the resale services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates, nor shall the LSP state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications services to its own customers. The LSP may brand services included in this Appendix with its own brand name, but SWBT will not provide for LSP branding of those services.

3.2 Development of Branding Directory Assistance and Operator Services

- A. **Requirements** - Pursuant to § 226 (b) of The Telecommunications Act of 1996, each provider of Operator Services is required to:

1. provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
2. disclose immediately to the consumer, upon request a quote of its rates or charges for the call.
3. Where SWBT provides LSPs OS and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Since SWBT's DA and OS utilize the same trunk group, LSP will receive the same brand for both DA/OS. Such branding will be provided pursuant Section B. below.

- B. **Call Branding** - In compliance with A. 1. above, SWBT will brand DA/OS in LSP's name based upon the criteria outlined below:

1. LSP will provide SWBT with written specification of its company name to be used in creating LSP specific branding messages for its DA/OS calls.
2. An initial non-recurring charge applies per TOPS switch, per load, for the establishment of Call Branding as well as a charge per TOPS switch , per subsequent load to change the brand. In addition, a per call charge applies for every DA/OS call handled

by SWBT on behalf of LSP when such services are provided in conjunction with resale services. Prices for Call Branding are as outlined in Exhibit C, attached hereto and incorporated herein.

C. **Rate/Reference Information** - SWBT will provide LSP DA/OS Rate/Reference Information based upon the criteria outlined below:

1. LSP will furnish DA/OS Rate and Reference Information in a mutually agreed to format or media thirty (30) days in advance of the date when the DA/OS Services are to be undertaken.
2. LSP will inform SWBT, in writing, of any changes to be made to such Rate/Reference Information ten (10) working days prior to the effective Rate/Reference change date. LSP acknowledges that it is responsible to provide SWBT updated Rate/Reference Information in advance of when the Rates/Reference Information are to become effective.
3. In all cases when a SWBT Operator receives a rate request from a LSP end user, SWBT will quote the applicable DA/OS rates as provided by LSP.
4. An initial non-recurring charge will apply per TOPS switch for loading of LSP's DA/OS Rate/Reference Information as well as a charge for each subsequent change, per TOPS switch to either the LSP's DA/OS Services Rate or Reference Information as outlined in Exhibit C, attached hereto and incorporated herein.

- 3.4 SWBT shall also offer LSP the opportunity to customize route DA/OS beginning March 1, 1997, where technically feasible. LSP agrees to pay SWBT appropriate charges associated with customized routing on an ICB basis.

4.0 RESPONSIBILITIES OF SWBT

- 4.1 SWBT shall allow LSP to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. SWBT, with input from LSP, shall provide interface specifications for electronic access for these functions to LSP once such electronic interfaces become technically feasible and are in place. However, LSP shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available, as outlined in Appendix OSS.

- 4.2 SWBT shall implement LSP service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users.
- 4.3 LSP will have the ability to report trouble for its end users to appropriate SWBT trouble reporting centers twenty-four (24) hours a day, seven (7) days a week. LSP will be assigned a customer contact center when initial service agreements are made. LSP end users calling SWBT will be referred to LSP at the number provided by LSP.
 - 4.3.1. Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers dated 11/15/95, as amended by SWBT from time to time. Both parties agree to abide by the procedures contained therein.
- 4.4 SWBT will provide LSP with the detailed billing information in a standard electronic format as outlined in Appendix OSS necessary for LSP to issue a bill to its end users. On no less than sixty (60) days advance written notice, LSP will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services. LSP agrees to pay SWBT three tenths of a cent (\$.003) per message.
- 4.5 SWBT shall make telecommunications services that SWBT provides at retail to subscribers who are not telecommunications carriers available for resale consistent with its obligation under §251(c)(4)(A) of the Telecommunications Act. SWBT currently uses the Accessible Letter process to notify LSP of new services available for resale during the term of this Agreement. The notification shall advise LSP of the category in which such new service shall be placed and the same discount already applicable to LSP in that category shall apply to the new service. Should SWBT change its notification procedures to the LSP, the notice will be no less prompt than the Accessible Letter.
 - 4.5.1 Furthermore, to the extent that a federal or state regulatory agency adopts a final order establishing wholesale discounts under §252(d)(3) of the Telecommunications Act, which is not stayed and which directs SWBT to apply state-specific wholesale discount percentages which are different from those incorporated within this Agreement, either Party shall have the option of converting to that discount level upon ten (10) days written notice to the other Party.
- 4.6 LSP end user's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC) or its Annoying and Anonymous Call Bureau. SWBT shall notify LSP of requests by its end users to provide the call records to the proper authorities. Subsequent communication and resolution of the case with LSP's end

user (whether that end user is the victim or the suspect) will be coordinated through the LSP.

4.6.1. LSP understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information shall be provided. It shall be the LSP's responsibility to provide additional information necessary for any police investigation. LSP shall indemnify SWBT against any claims that insufficient information led to inadequate prosecution. SWBT shall handle law enforcement requests consistent with the Miscellaneous-Law Enforcement Section of the Interconnection Agreement.

4.7 LSP may offer to resell Customer Initiated Suspension and Restoral Service to their end users. SWBT will offer to LSP Company Initiated Suspension service for their own purposes at the SWBT retail tariffed rate. Should LSP choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If LSP issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should LSP issue a disconnect after the fifteen (15) day suspension period, LSP will be responsible for all appropriate charges on the account back to the suspension date. Should LSP restore their end user, restoral charges at the SWBT retail tariffed rate will apply and LSP will be billed for the appropriate service from the time of suspension.

5.0 RESPONSIBILITIES OF LSP

- 5.1 Prior to submitting an order under this Agreement, LSP shall obtain end user authorization as required by applicable state or federal laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. SWBT shall abide by the same applicable laws and regulations.
- 5.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies SWBT or LSP that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user. SWBT shall be free to connect the end user to any local service provider based upon the local service provider's request and local service provider's assurance that proper end user authorization has been obtained. LSP shall make authorization available to SWBT upon request and at no charge.
- 5.3 When an end user changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction

or the direction of the end user's authorized agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

- 5.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a third party. If SWBT, on behalf of LSP, agrees to investigate an alleged incidence of slamming, SWBT shall charge LSP a fifty dollar (\$50) investigation fee.
- 5.5 When SWBT receives an order from LSP for services under this Agreement and SWBT is currently providing the same services to another local service provider for the same end user, SWBT shall notify the end user's local service provider of record of such order coincident with processing the order, should LSP subscribe to the Local Disconnect Report (LDR) as outlined below. It shall then be the responsibility of the local service provider of record and LSP to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple LSPs or from SWBT.
- 5.5.1 On no less than sixty (60) days notice, LSP may request the LDR., SWBT agrees to furnish to LSP the Billing Telephone Number (BTN), Working Telephone Number (WTN), and terminal number of all end users who have disconnected LSP's service. LSP understands and agrees that the CARE interface will be used to provide such information and such information will only be available via the CARE electronic data transmission as outlined in Appendix OSS. Information will be provided on a per WTN basis to be priced on a per WTN basis. SWBT will provide LSP no less than thirty (30) days notice prior to any change of the per-WTN charge. SWBT grants to LSP a non-exclusive right to use the information provided by SWBT. LSP will not permit anyone but its duly authorized employees or agents to inspect or use this information. LSP agrees to pay SWBT ten cents (\$0.10) per WTN and any applicable transmission charges for the LDR.
- 5.6 The LSP agrees to hold harmless and indemnify SWBT against any and all liability and claims, including reasonable attorney's fees, that may result from SWBT acting under this Article.
- 5.7 LSP is solely responsible for the payment of charges for all services furnished under this Appendix including, but not limited to, calls originated or accepted at LSP's location and its end users' service locations, with the exception of any retail services provided directly by SWBT to the end user which SWBT shall be responsible for billing.

- 5.7.1. Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SWBT for billing to resold end-user accounts will be returned as unbillable and will not be passed on to LSP for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SWBT.
- 5.8 SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by LSP. All applicable rates and charges for such services will be billed to and shall be the responsibility of LSP, with the exception of other retail services provided directly to the end user by SWBT as described in paragraph 7 above.
 - 5.8.1. Compensation for all services shall be paid regardless of a Party's ability or inability to collect charges from its end user for such service.
- 5.9 If LSP does not wish to be responsible for collect, third number billed, toll and information services (e.g., 900) calls, it must order the appropriate blocking for resold lines under this Appendix and pay any applicable charges. LSP acknowledges that blocking is not available for certain types of calls, including 800 numbers.
- 5.10 LSP shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Appendix.
- 5.11 LSP shall be responsible for providing to its end users and to SWBT a telephone number or numbers that LSP's end users can use to contact LSP in the event of service or repair requests. In the event that LSP's end users contact SWBT with regard to such requests, SWBT shall inform the end user that they should call LSP and may provide LSP contact number. The requirements herein are subject to additional terms and conditions in the Coordinated Repair Calls Section of the Agreement.

6.0 PROCEDURES FOR NONPAYMENT AND DISCONNECTION

- 6.1 If LSP fails to pay when due, any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges), and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, SWBT shall notify LSP in writing that in order to avoid having service disconnected, LSP must remit all Unpaid Charges to SWBT within fourteen (14) business days.
- 6.2 If LSP disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform SWBT in writing which portion of the charges it

disputes, including the specific details and reasons for its dispute; immediately pay to SWBT all undisputed charges; and pay all disputed charges into an interest bearing escrow account.

- 6.3 Disputes hereunder shall be resolved in accordance with the procedures identified in the Dispute Resolution Section of the Interconnection Agreement. Failure of LSP to pay charges deemed owed to SWBT after conclusion of the Arbitration shall be grounds for termination under this section.
- 6.4 If any LSP charges remain unpaid or undisputed twenty-nine (29) days past the due date, SWBT shall notify LSP, the Commission and the end user's IXC(s) of Record in writing, that unless all charges are paid within sixteen (16) days, LSP's service shall be disconnected and its end users shall be defaulted to SWBT local service. SWBT will also suspend order acceptance at this time.
- 6.5 If any LSP charges remain unpaid or undisputed forty (40) days past the due date, LSP shall, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for LSP failure to pay Unpaid Charges, and that its end users must affirmatively select a new local service provider within five (5) days. The notice shall also advise the end user that SWBT will assume the end user's account at the end of the five (5) day period should the end user fail to select a new local service provider.
- 6.6 If any LSP charges remain unpaid or undisputed forty-five (45) days past the due date, SWBT shall disconnect LSP and transfer all LSP's end users who have not selected another local service provider directly to SWBT's service. These end users shall receive the same services provided through LSP at the time of transfer. SWBT shall inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from LSP to SWBT shall be assessed to LSP.
- 6.7 Within five (5) days of the transfer (fifty (50) days past LSP's due date), SWBT shall notify all affected end users that because of an LSP's failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a local service provider.
- 6.8 SWBT may discontinue service to LSP upon failure to pay undisputed charges as provided in this section, and shall have no liability to LSP or LSP end users in the event of such disconnection.
- 6.9 If any end user fails to select a local service provider within thirty (30) days of the change of providers (eighty (80) days past LSP's due date), SWBT shall terminate the end user's service. SWBT shall notify the Commission and the end user's

IXC of Record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.

- 6.10 Nothing herein shall be interpreted to obligate SWBT to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT may have with regard to such end users.
- 6.11 After disconnect procedures have begun, SWBT shall not accept service orders from LSP until all unpaid charges are paid. SWBT shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to LSP after disconnect for nonpayment.

Southwestern Bell's Resale Product* List - Residence
Missouri

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>LOCAL EXCHANGE SERVICE</u>		
Life Line and Link Up America Services	13.2%	13.2%
Residence 1 Party	13.2%	13.2%
Residence Measured	13.2%	13.2%
<u>EXPANDED LOCAL CALLING</u>		
Mandatory EAS	13.2%	13.2%
Optional Metropolitan Calling Area	13.2%	13.2%
<u>CALL MANAGEMENT SERVICES</u>		
Auto Redial	13.2%	13.2%
Call Blocker	13.2%	13.2%
Call Forwarding	13.2%	13.2%
Call Forwarding - Busy Line	13.2%	13.2%
Call Forwarding - Busy Line/Don't Answer	13.2%	13.2%
Call Forwarding - Don't Answer	13.2%	13.2%
Call Return	13.2%	13.2%
Call Trace	13.2%	13.2%
Call Waiting	13.2%	13.2%
Calling Name	13.2%	13.2%
Calling Number	13.2%	13.2%
ComCall®	13.2%	13.2%
Personalized Ring (1 dependent number)	13.2%	13.2%
Personalized Ring (2 dependent numbers - 1st number)	13.2%	13.2%
Personalized Ring (2 dependent numbers - 2nd number)	13.2%	13.2%
Priority Call	13.2%	13.2%
Remote Access to Call Forwarding	13.2%	13.2%
Selective Call Forwarding	13.2%	13.2%
Simultaneous Call Forwarding	13.2%	13.2%
Speed Calling 8	13.2%	13.2%
Three Way Calling	13.2%	13.2%
<u>DIRECTORY ASSISTANCE SERVICES</u>		
	13.2%	13.2%
<u>ISDN</u>		
Digiline sm	13.2%	13.2%

* Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.

**Southwestern Bell's Resale Product* List - Residence
Missouri**

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>OTHER</u>		
Customer Alerting Enablement	13.2%	13.2%
Grandfathered Services	13.2%	13.2%
Hot Line	13.2%	13.2%
Local Operator Assistance Service	13.2%	13.2%
Packages	13.2%	13.2%
Promotions (greater than 90 days)	13.2%	13.2%
Preferred Number Service	13.2%	13.2%
Toll Restriction	13.2%	13.2%
Voice Dial	13.2%	13.2%
Warm Line	13.2%	13.2%
<u>TOLL</u>		
900 Call Restriction	13.2%	13.2%
Home 800 sm	13.2%	13.2%
IntraLATA MTS	13.2%	13.2%
Billed Number Screen (Toll Billing Exception)	13.2%	13.2%
<u>NON-TELECOMMUNICATION SERVICES</u>		
Bill Plus sm	13.2%	13.2%
Consolidated Billing	13.2%	13.2%
Company Initiated Suspension and Restoral Service	0.0%	0.0%
Customer Initiated Suspension and Restoral Service	0.0%	0.0%
Enhanced Directory Listings	13.2%	13.2%

* Some products not available in all areas.
Resale products available subject to state and federal rules, regulations and tariffs.

Southwestern Bell's Resale Product* List - Business
Missouri

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>LOCAL EXCHANGE SERVICE</u>		
Business 1 Party	13.2%	13.2%
Business - Multi-Line Hunting	13.2%	13.2%
Business - Measured	13.2%	13.2%
Business - Measured (HTG Class of Service)	13.2%	13.2%
Semi Public Coin Telephone Service	13.2%	13.2%
<u>EXPANDED LOCAL CALLING</u>		
Mandatory EAS	13.2%	13.2%
Optional Metropolitan Calling Area	13.2%	13.2%
<u>CALL MANAGEMENT SERVICES</u>		
Auto Redial	13.2%	13.2%
Call Blocker	13.2%	13.2%
Call Forwarding	13.2%	13.2%
Call Forwarding - Busy Line	13.2%	13.2%
Call Forwarding - Busy Line/Don't Answer	13.2%	13.2%
Call Forwarding - Don't Answer	13.2%	13.2%
Call Return	13.2%	13.2%
Call Trace	13.2%	13.2%
Call Waiting	13.2%	13.2%
Calling Name	13.2%	13.2%
Calling Number	13.2%	13.2%
ComCall®	13.2%	13.2%
Personalized Ring (1 dependent number)	13.2%	13.2%
Personalized Ring (2 dependent numbers - 1st number)	13.2%	13.2%
Personalized Ring (2 dependent numbers - 2nd number)	13.2%	13.2%
Priority Call	13.2%	13.2%
Remote Access to Call Forwarding	13.2%	13.2%
Selective Call Forwarding	13.2%	13.2%
Simultaneous Call Forwarding	13.2%	13.2%
Speed Calling 30	13.2%	13.2%
Three Way Calling	13.2%	13.2%
<u>DID</u>		
DID (First Block of 100 - Category 1)	13.2%	13.2%
DID (First Block of 10 - Category 1)	13.2%	13.2%
DID (Ea. adl. block of 10 after first 10 - Category 1)	13.2%	13.2%
DID (Ea.adl. block of 100 after first 100 - Category 2)	13.2%	13.2%
DID (with dial pulse)	13.2%	13.2%
DID (with Multifrequency)	13.2%	13.2%
DID (with Dual-Tone Multifrequency)	13.2%	13.2%
<u>TRUNKS</u>		
Trunk	13.2%	13.2%

* Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.

**Southwestern Bell's Resale Product* List - Business
Missouri**

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>AIN</u>		
Area Wide Networking	13.2%	13.2%
Disaster Routing Service	13.2%	13.2%
Intelligent Redirect sm	13.2%	13.2%
IntelliNumber	13.2%	13.2%
Positive ID	13.2%	13.2%
<u>OTHER</u>		
Customer Alerting Enablement	13.2%	13.2%
Grandfathered Services	13.2%	13.2%
Hot Line	13.2%	13.2%
Hunting	13.2%	13.2%
Local Operator Assistance Service	13.2%	13.2%
Night Number associated with Telephone Number	13.2%	13.2%
Night Number associated with a Terminal	13.2%	13.2%
Packages	13.2%	13.2%
Promotions (greater than 90 days)	13.2%	13.2%
Telebranch [®]	13.2%	13.2%
Toll Restriction	13.2%	13.2%
TouchTone (Business)	13.2%	13.2%
TouchTone (Trunk)	13.2%	13.2%
Voice Dial	13.2%	13.2%
Warm Line	13.2%	13.2%
<u>ISDN</u>		
Digiline sm	13.2%	13.2%
Select Video Plus [®]	13.2%	13.2%
Smart Trunk sm	13.2%	13.2%
<u>DIRECTORY ASSISTANCE SERVICES</u>	13.2%	13.2%
<u>TOLL</u>		
800 Service	13.2%	13.2%
900 Call Restriction	13.2%	13.2%
Billed Number Screen (Toll Billing Exception)	13.2%	13.2%
IntraLATA MTS	13.2%	13.2%
MaxiMizer 800 [®]	13.2%	13.2%
OutWATS	13.2%	13.2%
<u>PLEXAR[®]</u>		
Plexar I [®]	13.2%	13.2%
Plexar II [®]	13.2%	13.2%

* Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.

**Southwestern Bell's Resale Product* List - Business
Missouri**

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>PRIVATE LINE</u>		
Analog Private Lines	13.2%	13.2%
Business Video Service	13.2%	13.2%
DOVLink	13.2%	13.2%
Frame Relay	13.2%	13.2%
MegaLink II®	13.2%	13.2%
MegaLink III®	13.2%	13.2%
MicroLink I®	13.2%	13.2%
Multi Point Video	13.2%	13.2%
Network Reconfiguration Service	13.2%	13.2%
<u>NON-TELECOMMUNICATION SERVICES</u>		
Bill Plus sm	13.2%	13.2%
Consolidated Billing	13.2%	13.2%
Company Initiated Suspension and Restoral Service	0.0%	0.0%
Customer Initiated Suspension and Restoral Service	0.0%	0.0%
Enhanced Directory Listings	13.2%	13.2%

* Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.

APPENDIX RESALE - EXHIBIT C
MISSOURI
OS/DA PRICING - BRANDING, RATE & REFERENCE

The following rates will apply for each service element:

<p>A. CALL BRANDING</p> <p>An initial non-recurring charge applies per TOPS switch, per brand for the establishment of LSP specific Call Branding. A Per Call charge also applies. When there are subsequent changes to the branding announcement, an additional non-recurring charge will also apply per change.</p> <p style="text-align: right;">Rate per initial load group \$2,325.00 Rate per load for Brand change \$2,325.00 Per Call \$0.02</p>	
<p>B. DIRECTORY ASSISTANCE RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies per TOPS switch for the initial load of LSP's DA Services Rate/Reference Information. An additional non-recurring charge applies for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">Rate per initial load \$3,850.00 Rate per subsequent rate change \$2,850.00 Rate per subsequent reference change \$2,850.00</p>	
<p>C. OPERATOR SERVICES RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies per TOPS switch for the initial load of LSP's Operator Services Rate/Reference Information. An additional non-recurring charge applies for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">Rate per initial load \$3,850.00 Rate per subsequent rate change \$2,850.00 Rate per subsequent reference change \$2,850.00</p>	

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM designates Network Interconnection Methods (NIMs) to be used by the Parties. These include, but are not limited to: MidSpan Fiber Interconnection (MSFI); Virtual Collocation Interconnection; SONET Based Interconnection; Physical Collocation Interconnection; leasing of SWBT facilities; and other methods as mutually agreed to by the Parties.

1. Mid-Span Fiber Interconnection (MSFI)

Mid-Span Fiber Interconnection (MSFI) between Southwestern Bell Telephone (SWBT) and LSP can occur at any mutually agreeable, economically and technically feasible point between LSP's premises and a SWBT tandem or end office. This interconnection will be on a point-to-point SONET system over single mode fiber optic cable.

MSFI may be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture.

A. There are two basic mid-span interconnection designs:

1. Design One: LSP's fiber cable and SWBT's fiber cable are connected at an economically and technically feasible point between the LSP location and the last entrance manhole at the SWBT central office.

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

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

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

2. Design Two: LSP will provide fiber cable to the last entrance manhole at the SWBT tandem or end office switch with which LSP wishes to interconnect. LSP will provide a sufficient length of fiber optic cable for SWBT to pull the fiber cable to the SWBT cable vault for termination on the SWBT fiber distribution frame (FDF). In this case the POI shall be at the manhole location.

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

- B. The Parties will mutually agree upon the precise terms of each mid-span interconnection facility. These terms will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.
- C. The LSP location includes FOTs, multiplexing and fiber required to take the optical signal handoff from SWBT for interconnection trunking as outlined in Appendix ITR.
- D. The fiber connection point may occur at several locations:
 1. a location with an existing SWBT fiber termination panel. In this situation, the POI shall be outside the SWBT building which houses the fiber termination panel;
 2. a location with access to an existing LSP fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the LSP building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside a LSP building;
 3. a location with no existing SWBT fiber termination panel. In this situation, SWBT and LSP will negotiate provisioning, maintenance and ownership of a fiber termination panel and above ground outside cabinet as a POI and for connection of the fiber cables;
 4. a manhole outside of the SWBT central office. In this situation, LSP will provide sufficient fiber optic cable for SWBT to pull the cable into the SWBT cable vault for termination on the SWBT FDF. The POI will be at the manhole and SWBT will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.
- E. The SWBT tandem or end office switch includes all SWBT FOT, multiplexing and fiber required to take the optical signal hand-off provided from LSP for interconnection

trunking as outlined in Appendix ITR. This location is SWBT's responsibility to provision and maintain.

- F. In both designs, LSP and SWBT will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain trunks and interLATA traffic. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by LSP and SWBT.

2. **Avoidance of Over Provisioning**

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

3. **Joint Facility Growth Planning**

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

A. Criteria:

1. Investment is to be minimized;
2. Facilities are to be deployed in a "just in time" fashion.

B. Processes

1. discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 90% capacity;
2. both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 90%, the growth planning process will be suspended and will not be reinitiated until a 90% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts;

3. if based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;
4. if the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the next larger system may be deployed. In the case of a SONET system, the OC-3 system could be upgraded to an OC-12. If the forecast does not justify a move to the next larger system, another minimal size system (such as on OC-3) could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers;
5. both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment;
6. the joint planning process/negotiations should be completed within two months of identification of 90% fill.

4. **Virtual Collocation Interconnection**

The description of Virtual Collocation Interconnection is contained in SWBT's Virtual Collocation tariffs (i.e., SWBT's Tariff F.C.C. No. 73).

5. **Sonet-Based Interconnection**

The description of SONET-Based Interconnection is contained in SWBT's Sonet-Based Interconnection tariffs (i.e., SWBT's Tariff F.C.C. No. 73).

6. **Physical Collocation Interconnection**

SWBT will provide Physical Collocation Interconnection on nondiscriminatory terms and conditions at the time LSP requests such interconnection.

7. **Leasing of SWBT's Facilities**

LSP's leasing of SWBT's facilities for purposes of Attachment 11: Network Interconnection Architecture will be subject to the mutual agreement of the Parties.

PHYSICAL COLLOCATION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

DIGITAL TELEPORT, INC.

for

MISSOURI

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PHYSICAL COLLOCATION AGREEMENT

THIS PHYSICAL COLLOCATION AGREEMENT ("Agreement") is made this ____ day of _____, 19__ by and between SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation ("SWBT"), and Digital Teleport, Inc., a [STATE OF INCORPORATION] corporation ("Interconnector").

WITNESSETH

WHEREAS, 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 premises, 47 U.S.C. 251(c)(6);

WHEREAS, the Interconnector wishes to physically locate certain of its equipment within the Premises (as defined herein) and connect with SWBT;

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SWBT and the Interconnector (the "parties") agree as follows:

ARTICLE I - PREMISES

1.1 Right to Use. Subject to this Agreement, SWBT grants to Interconnector the right to use the premises described on Exhibit ____ ("Premises"), attached and incorporated herein, within real property at _____ in the City of _____, County of _____, State of _____.

1.2 Relocation. Notwithstanding Section 1.1, in the event that SWBT determines it necessary for the Premises to be moved within the building in which the Premises is located ("Building") or to another SWBT wire center, the Interconnector is required to do so. In such an event, the Interconnector shall be responsible for the preparation of the new premises 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 Premises or Building uneconomical in SWBT's sole judgment. Otherwise SWBT shall be responsible for any such preparation.

In the event that the Interconnector requests that the Premises be moved within the Building or to another SWBT wire center, SWBT shall permit the Interconnector to relocate the Premises, subject to the availability of space and associated requirements. The Interconnector 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 Premises and the new wire center as applicable.

In either such event, the new premises shall be deemed the "Premises" hereunder and the new wire center the "Building."

1.3 The Premises. SWBT agrees, at the Interconnector's sole cost and expense as set forth herein, to prepare the Premises in accordance with working drawings and specifications entitled _____ and dated _____, which documents, marked Exhibit ____, are attached and incorporated herein. The preparation shall be arranged by SWBT in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After the Interconnector has made the initial payments required by Section 4.4 and the state regulatory approval is obtained in accordance with Section 2.1 hereof, SWBT agrees to pursue diligently the preparation of the Premises for use by the Interconnector.

ARTICLE II - EFFECTIVENESS AND REGULATORY APPROVAL

2.1 Submission to State Commission. The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1). After execution of this Agreement, the parties shall submit it to the State commission for the State in which the Premises is located as thereby required for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved,

including the supplying of witnesses and testimony if a hearing is to be held.

2.2 Failure to Receive Approval. In the event that this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either party to the other after such regulatory action becomes final and unappealable. Thereafter Interconnector may request to begin negotiations again under 47 U.S.C. 251. Alternatively, the parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission.

2.3 Preparation Prior to Regulatory Approval. At the written election of the Interconnector, SWBT shall begin preparing the Premises for the Interconnector prior to receiving the approval required by Section 2.1 hereof. The sole evidence of such election shall be the payment to SWBT of the initial payments specified in Sections 4.4. Payment to SWBT of the remaining charges under these Sections shall be due upon completion. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the Premises preparation. In the event that the Agreement does not become fully effective as contemplated by this Article, the Interconnector shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SWBT. To the extent that SWBT has incurred preparation costs not included within any payment made by the Interconnector, the Interconnector shall pay those costs within thirty (30) days of notice by SWBT.

ARTICLE III - TERM

3.1 Commencement Date. This Agreement shall be month-to-month, beginning on the "Commencement Date." The "Commencement Date" shall be the first day after this Agreement becomes effective in accordance with Article II hereof.

3.2 Occupancy. Unless there are unusual circumstances, SWBT will notify the Interconnector

that the Premises is ready for occupancy within ____ days after receipt of the payments due under Sections 4.4. The Interconnector must place operational telecommunications equipment in the Premises and connect with SWBT's network within sixty (60) days after receipt of such notice; provided, however, that such 60-day period shall not begin until regulatory approval is obtained under Article II. If the Interconnector fails to do so, this Agreement is terminated except that the Interconnector shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by Articles II, IV, XI, XIV, XV, XVII, XVIII, XX, XXI, XXVI and XXVII hereof. For purposes of this Section, the Interconnector's telecommunications equipment is considered to be operational and interconnected when connected to SWBT's network for the purpose of providing service.

ARTICLE IV - PREMISES CHARGES

4.1 Monthly Charges. Beginning on the Commencement Date, Interconnector shall pay to SWBT a charge of _____ Dollars (\$_____) per month for use of the Premises. The monthly charge may be increased upon thirty (30) days' notice by SWBT.

4.2 Billing. Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) days notice to the Interconnector.

4.3 Preparation Charge. (a) The one-time charge for preparing the Premises for use by the Interconnector is estimated to be _____ Dollars (\$XXX.XX) ("Preparation Charge"), which consists of two components: (i) the charge to the Interconnector associated with modifying the Building to provide physical collocation ("Common Charge"), and (ii) the charge associated with preparing the Premises ("Premises Charge"). Of the Preparation Charge _____ Dollars (\$XXX.XX) is the estimate for subcontractor charges ("Subcontractor Charges").

(b) SWBT will contract for and perform the construction and preparation activities underlying the

Preparation Charge, including the Common Charge, the Premises 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 Building. Subject to an appropriate non-disclosure agreement, SWBT will permit the Interconnector to inspect supporting documents for the Preparation Charge, including the Common Charge (if the Interconnector is the initial physical collocater as used in Section 4.5(b)) and the Premises Charge, and any Custom Work charge. Any dispute regarding such SWBT charges will be subject to the dispute resolution provisions hereof.

4.4 Payment of Premises Charge. Prior to any obligation on SWBT to start any preparation of the Premises, the Interconnector shall pay SWBT fifty percent (50%) of the Premises Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Interconnector ("Custom Work"), and shall be due no later than ten (10) business days after the Agreement has become effective in accordance with Article II hereof. The remainder of the Premises Charge and any Custom Work charge are due upon completion and prior to occupancy by the Interconnector.

4.5 Payment of Common Charge. (a) In addition and prior to any obligation on SWBT to start any preparation of the Building for physical collocation, the Interconnector shall pay SWBT fifty percent (50%) of the Common Charge. The other fifty percent (50%) of the Common Charge is due upon completion and prior to occupancy by the Interconnector.

(b) The first entity to which SWBT provides physical collocation in the Building shall be responsible for all costs incurred by SWBT associated with the preparation of the Building to provide physical collocation in the initial space where physical collocation is to be located ("Initial Common Charge"). Thereafter the Initial Common Charge will be prorated and the prorated share refunded to the previous physical collocater(s) as additional entities use physical collocation in the Building within twelve (12) months of the first billing date of the initial monthly charge for the first physical collocater in the Building, using the following schedule:

<u>Collocator</u>	<u>Initial Common Charge</u>	<u>Refund</u>
1st	100%	NA
2nd	50%	50%
3rd	33 1/3%	16 2/3%
4th	25%	8 1/3%
5th and beyond	0%	0%

To the extent that a physical collocator uses a space other than such initial space, SWBT shall refund to the Interconnector the portion of the Initial Common Charge applicable to such collocator based on the relative use of such initial space in a manner consistent with the above methodology and other terms of this Agreement.

(c) No interest will be paid on refunds. Refunds shall be based on the Initial Common Charge actually paid by the first physical collocator.

(d) Notwithstanding the above, SWBT shall 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.

4.6 Payment of Preparation Charge. SWBT is not obligated to start any preparation of the Premises until the Interconnector pays SWBT fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of the charges for any Custom Work charge. Such charges shall be due no later than ten (10) business days after the Agreement has become effective in accordance with Article II hereof. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Interconnector.

4.7 Occupancy Conditioned on Payment. SWBT shall not permit the Interconnector to have access to the Premises for any purpose other than inspection until SWBT is in receipt of complete payment of the Preparation Charge and any Custom Work charges.

4.8 Subcontractor Charges. Within one hundred twenty (120) days of the completion date of the Premises, SWBT shall 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 the

Interconnector or, alternatively, any amount below such Charges will be remitted to the Interconnector.

4.9 Breach Prior to Commencement Date. In the event that the Interconnector materially breaches this Agreement by purporting to terminate this Agreement after SWBT has begun preparation of the Premises but before SWBT has been paid the entire amounts due under this Article, then in addition to any other remedies that SWBT might have, the Interconnector shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. 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.

4.10 Late Payment Charge. In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT's intrastate tariff late payment provision(s) applicable to access services for the State in which the Premises is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

ARTICLE V - INTERCONNECTION CHARGES

5.1 Charges for interconnection shall be as set forth in any interconnection agreement between SWBT and the interconnector and any applicable tariffs.

ARTICLE VI - FIBER OPTIC CABLE AND DEMARCATION POINT

6.1 Fiber Entrances. The Interconnector shall use a single mode dielectric fiber optic cable as a transmission medium to the Premises. The Interconnector shall be permitted no more than two (2) entrance routes into the Building, if available.

6.2 Demarcation Point. SWBT shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between the Interconnector's network and SWBT's network, with

each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. SWBT anticipates that the demarcation point will be within the point-of-termination frame.

ARTICLE VII - USE OF PREMISES

7.1 Nature of Use. The Premises are to be used by the Interconnector for purposes of locating equipment and facilities within SWBT's central offices to connect with SWBT services only. Consistent with the nature of the Building and the environment of the Premises, the Interconnector shall not use the Premises for office, retail, or sales purposes. No signage or markings of any kind by the Interconnector shall be permitted on the Building or on the grounds surrounding the Building.

7.2 Equipment List. A list of all of the Interconnector's equipment and facilities that will be placed within the Premises is set forth on Exhibit ___, attached and incorporated herein, with the associated power requirements, floor loading, and heat release of each piece. The Interconnector warrants and represents that Exhibit ___ is a complete and accurate list, and acknowledges that any incompleteness or inaccuracy would be a material breach of this Agreement. The Interconnector shall not place or leave any equipment or facilities within the Premises beyond those listed on Exhibit ___ without the express written consent of SWBT.

7.2.1 Subsequent Requests to Place Equipment. In the event that subsequent to the execution of this Agreement the Interconnector desires to place in the Premises any equipment or facilities not set forth on Exhibit ___, the Interconnector shall furnish to SWBT a written list and description thereof substantially in the form of Attachment A, which is attached and incorporated. Thereafter, in its sole discretion, SWBT may provide such written consent or may condition any such consent on additional charges arising from the 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. Upon the execution by both parties of a final list and description, including any

applicable charges, this Agreement shall be deemed to have been amended to include the terms and conditions of the final list and description.

7.2.2 Limitations. 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.

7.3 Administrative Uses. The Interconnector may use the Premises for placement of equipment and facilities only. The Interconnector's employees, agents and contractors shall be permitted access to the Premises at all reasonable times, provided that the Interconnector's employees, agents and contractors comply with SWBT's policies and practices pertaining to fire, safety and security. The Interconnector agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Premises. Upon the expiration of the Agreement, the Interconnector shall surrender the Premises to SWBT, in the same condition as when first occupied by the Interconnector, ordinary wear and tear excepted.

7.4 Threat to Network or Facilities. Interconnector equipment or operating practices representing a significant demonstrable technical threat to SWBT's network or facilities, including the Building, are strictly prohibited.

7.5 Interference or Impairment. Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Premises shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Building; create hazards for or cause damage to those facilities, the Premises, or the Building; impair the privacy of any communications carried in, from, or through the Building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Agreement.

7.6 Interconnection to Other Collocated Interconnectors Within the Building To the extent that SWBT is required by law to permit such interconnection, SWBT will provide the connection between physical collocation arrangements on a time and materials basis whenever the collocated interconnectors 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 collocater(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 an 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.

7.7 Personality and its Removal. Subject to this Article, the Interconnector may place or install in or on the Premises such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by the Interconnector in the Premises shall not become a part of the Premises, even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as personality and may be removed by Interconnector at any time. Any damage caused to the Premises by the removal of such property shall be promptly repaired by Interconnector at its expense.

7.8 Alterations. In no case shall the Interconnector or any person purporting to be acting through or on behalf of the Interconnector make any rearrangement, modification, improvement, addition, repair, or other alteration to the Premises or the Building without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair, or other alteration requested by the Interconnector, provided that SWBT shall have the right to reject or modify

any such request. The cost of any such construction shall be paid by Interconnector in accordance with SWBT's then-standard custom work order process.

ARTICLE VIII - STANDARDS

8.1 Minimum Standards. This Agreement and the physical collocation provided hereunder is made available subject to and in accordance with the (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 Technical Publication for Physical Collocation dated _____, 1996, as may be amended from time to time; (iii) SWBT's Technical Publication 76300, Installation Guide, followed in installing network equipment and facilities within SWBT central offices, as may be amended from time to time; (iv) SWBT's Emergency Operating Procedures, as may be amended from time to time; and (v) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. The Interconnector shall strictly observe and abide by each.

8.2 Revisions. 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 Agreement thirty (30) days after such revision is released by SWBT; provided, however, that any revision made to address situations potentially harmful to SWBT's network or the Premises, or to comply with statutory and/or regulatory requirements shall become effective immediately.

8.3 Compliance Certification. The Interconnector warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE) for each item set forth on Exhibit _____. The Interconnector also warrants and represents that any equipment or facilities that may be placed in the Premises pursuant to Section 7.2.1 or otherwise shall be so compliant. **DISCLOSURE OF ANY NON-COMPLIANT ITEM ON**

EXHIBIT __, PURSUANT TO SECTION 7.2.1, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

ARTICLE IX - RESPONSIBILITIES OF THE INTERCONNECTOR

9.1 Contact Number. The Interconnector is responsible for providing to SWBT personnel a contact number for Interconnector technical personnel who are readily accessible 24 hours a day, 7 days a week.

9.2 Trouble Status Reports. The Interconnector is responsible for providing trouble report status when requested by SWBT.

9.3 Optical Fiber Extension. The Interconnector is responsible for bringing its fiber optic cable to the wire center entrance manhole(s) designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the Interconnector-provided cable through the cable vault to the Premises.

9.4 Regeneration. Regeneration of either DS1 or DS3 signal levels may be provided by the Interconnector, or SWBT under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment.

9.5 Removal. The Interconnector is responsible for removing any equipment, property or other items that it brings into the Premises or any other part of the Building. If the Interconnector fails to remove any equipment, property, or other items from the Premises within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge the Interconnector for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, the Interconnector shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.

9.6 Interconnector's Equipment and Facilities. The Interconnector is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities used by the Interconnector in the Premises. The Interconnector will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Premises:

- (a) its fiber optic cable(s);
- (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 Premises to the point(s) of termination.

SWBT NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

9.7 Verbal Notifications Required. The Interconnector is responsible for immediate verbal notification to SWBT of significant outages or operations problems which could impact or degrade SWBT'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.

9.8 Service Coordination. The Interconnector is responsible for coordinating with SWBT to ensure that services are installed in accordance with the service request.

9.9 Testing. The Interconnector is responsible for testing, to identify and clear a trouble when the trouble has been isolated to an Interconnector-provided facility or piece of equipment. If SWBT testing is also required, it will be provided at charges specified in SWBT's F.C.C. No. 73, Section 13.

ARTICLE X - QUIET ENJOYMENT

Subject to the other provisions hereof, SWBT covenants that it has full right and authority to

permit the use of the Premises by the Interconnector and that, so long as the Interconnector performs all of its obligations herein, the Interconnector may peaceably and quietly enjoy the Premises during the term hereof.

ARTICLE XI - ASSIGNMENT

The Interconnector shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the Premises by any other person or entity, without the prior written consent of SWBT. Any purported assignment or transfer made without such consent shall be voidable at the option of SWBT. The Interconnector shall not permit any third party to jointly occupy the Premises.

ARTICLE XII - CASUALTY LOSS

12.1 Damage to Premises. If the Premises are damaged by fire or other casualty, and

- (i) The Premises are not rendered untenable in whole or in part, SWBT shall repair the same at its expense (as hereafter limited) and the rent shall not be abated, or
- (ii) The Premises are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, SWBT has the option to repair the Premises at its expense (as hereafter limited) and rent shall be proportionately abated while Interconnector was deprived of the use. If the Premises cannot be repaired within ninety (90) days, or SWBT opts not to rebuild, then this Agreement shall (upon notice to the Interconnector within thirty (30) days following such occurrence) terminate as of the date of such damage.

Any obligation on the part of SWBT to repair the Premises shall be limited to repairing, restoring and rebuilding the Premises as originally prepared for the Interconnector and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by the

Interconnector or by SWBT on request of the Interconnector; or any fixture or other equipment installed in the Premises by the Interconnector or by SWBT on request of the Interconnector.

12.2. Damage to Building. In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SWBT's opinion, be advisable, then, notwithstanding that the Premises may be unaffected thereby, SWBT, at its option, may terminate this Agreement by giving the Interconnector ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

ARTICLE XIII - RE-ENTRY

If the Interconnector shall default in performance of any agreement herein, and the default shall continue for thirty (30) days after receipt of written notice, or if the Interconnector 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 the Premises, expel the Interconnector and any claiming under the Interconnector, remove the Interconnector's property, forcibly if necessary, and thereupon this Agreement shall terminate, without prejudice to any other remedies SWBT might have.

SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by the Interconnector at any time thereafter.

ARTICLE XIV - LIMITATION OF LIABILITY

14.1 Limitation. With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of SWBT, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Interconnector for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the Interconnector or which arise in connection with the use of the Interconnector-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon SWBT.

Neither party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

Each party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other party's services or equipment except those claims and damages directly associated with the provision of services to the other party which are governed by the provisioning party's applicable tariffs.

Neither party shall have any liability whatsoever to the customers of the other party for claims arising from the provision of the other party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

The liability of either party for its willful misconduct, if any, is not limited by this Agreement. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, SWBT's liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

SWBT shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall SWBT for its own act or omission hold liable any other carrier or customer providing a portion of a service.

When the Interconnector is provided service under this Agreement, SWBT shall be indemnified, defended and held harmless by the Interconnector against any claim, loss or damage arising from the customer's use of services offered under this Agreement, involving:

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from

the customer's own communications;

- (2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by SWBT in connection with facilities or equipment furnished by the customer; or
- (3) All other claims arising in connection with any act or omission of the Interconnector in the course of using services provided pursuant to this Agreement.

14.2 Third Parties. The Interconnector acknowledges and understands that SWBT may provide space in or access to the Building to other persons or entities ("Others"), which may include competitors of Interconnectors; that such space may be close to the Premises, possibly including space adjacent to the Premises and/or with access to the outside of the Premises; and that the cage around the Premises is a permeable boundary that will not prevent the Others from observing or even damaging the Interconnector's equipment and facilities. In addition to any other applicable limitation, SWBT shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or SWBT, and regardless of whether any claimed SWBT liability arises in tort or in contract. The Interconnector shall save and hold SWBT harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of the Interconnector.

ARTICLE XV - INDEMNIFICATION OF SWBT

In addition to any other provision hereof, the Interconnector agrees to indemnify, defend and save harmless SWBT (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with Interconnector's use of the Premises, conduct of its business or any activity, in or about the Premises, performance of any terms of this Agreement, or any act or omission of the Interconnector (including its officers, directors, employees, agents, contractors, servants,

invitees, or licensees). Defense of any claim shall be reasonably satisfactory to SWBT.

ARTICLE XVI - SERVICES, UTILITIES, MAINTENANCE AND FACILITIES

16.1 Operating Services. SWBT, at its sole cost and expense, shall maintain for the Building customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day. The Interconnector shall be permitted to have a single-line business telephone service for the Premises subject to applicable SWBT tariffs.

16.2 Utilities. SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for the Interconnector's equipment, in the same manner that it provides such support items for its own equipment within that wire center.

16.3 Maintenance. SWBT shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by the Interconnector to access the Premises.

16.4 Legal Requirements. SWBT agrees to make, at its expense, all changes and additions to the Premises 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 Premises.

ARTICLE XVII - LIMITATION OF ACTIONS; DISPUTE RESOLUTION

17.1 Finality of Disputes. No claim arising from this Agreement shall be brought more than twenty-four (24) months from the date of occurrence which gives rise to the claim.

17.2 Alternative to Litigation. The parties desire to resolve disputes arising in connection with this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution

procedure as their sole remedy with respect to any controversy or claim arising from or relating to this Agreement.

17.3 Resolution of Disputes Between Parties. At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may use other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement, exempt from discovery and production, shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

17.4 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set forth in those rules. Discovery shall be controlled by the arbitrator and shall be permitted only to the extent set forth in this Section. Each party may submit in writing to the other party, and the receiving party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following:

- (a) Interrogatories
- (b) Demands to produce documents
- (c) Requests for admission

Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in _____. The arbitrator shall control the scheduling so as to process the matter

expeditiously. The parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17.5 Costs. Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

ARTICLE XVIII - SUCCESSORS BOUND

Without limiting Article XI hereof, the conditions and agreements contained herein shall bind and inure to the benefit of SWBT, the Interconnector and their respective successors and, except as otherwise provided herein, assigns.

ARTICLE XIX - CONFLICT OF INTEREST

The Interconnector represents that no employee or agent of SWBT has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from the Interconnector, or any of the Interconnector's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

ARTICLE XX - NON-EXCLUSIVE REMEDIES

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.

ARTICLE XXI - NOTICES

Except as may be specifically permitted in this Agreement, any notice, demand, or payment required or desired to be given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to SWBT:

Jeffrey Fields
One Bell Plaza, 525.07
Dallas, Texas 75202

If to the Interconnector:

Richard Weinstein
11111 Dorsett Road
St. Louis, Missouri 63043

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

ARTICLE XXII - COMPLIANCE WITH LAWS

The Interconnector and all persons acting through or on behalf of the Interconnector 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. The Interconnector further agrees during the term of this Agreement to comply with all applicable Executive and Federal regulations as set forth in SW9368, attached as Exhibit ____ and incorporated herein, as may be modified from time to time.

ARTICLE XXIII - OSHA STATEMENT

The Interconnector, in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal, state and local laws, safety and health regulations relating to the Premises which the Interconnector has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SWBT harmless for any judgments, citations, fines, or other penalties which are assessed against SWBT as the result of the Interconnector's failure to comply with any of the foregoing. SWBT, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Premises which SWBT has agreed to maintain pursuant hereto.

ARTICLE XXIV - INSURANCE

24.1 Coverage Requirements. The Interconnector shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage 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 is authorized to do business in the jurisdiction in which the Premises are located. SWBT shall be named as an ADDITIONAL INSURED on general liability policy.

- (1) 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.

- (2) If use of an automobile is required or if the Interconnector is provided or otherwise allowed parking space by SWBT in connection with this Agreement, 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. The Interconnector hereby waives any rights of recovery against SWBT for damage to the Interconnector's vehicles while on the grounds of the Building and the Interconnector will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of the Interconnector's employees, contractors, invitees, licensees or agents.
- (3) Workers' Compensation insurance with benefits afforded in accordance with the laws of the state in which the space is to be provided.
- (4) 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.
- (5) Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
- (6) All Risk Property coverage on a full replacement cost basis insuring all of the Interconnector's personal property situated on or within the Building or the Premises. The Interconnector releases SWBT from and waives any and all 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 Interconnector or located on or in the space at

the instance of the Interconnector by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty 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 the Interconnector's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of the Interconnector against SWBT for damage to the Interconnector's fixtures or personal property are hereby waived.

The Interconnector may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an interruption of service occur.

24.2 Coverage Increases. The limits set forth in Section 24.1 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 buildings.

24.3 Primary Coverage. All policies purchased by the Interconnector shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

24.4 Effective Date. All insurance must be in effect on or before occupancy date and shall remain in force as long as any of the Interconnector's facilities or equipment remain within the Premises or the Building. If the Interconnector fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by the Interconnector.

24.5 Supporting Documentation. The Interconnector 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 Agreement. The Interconnector shall arrange for SWBT to receive thirty (30) days advance written notice from the Interconnector's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

24.6 Carrier Recommendations. The Interconnector must also conform to the recommendation(s) made by SWBT's Property Insurance Company which Interconnector has already agreed to or to such recommendations as it shall hereafter agree to.

24.7 Material Breach. Failure to comply with the provisions of this section will be deemed a material violation of this Agreement.

ARTICLE XXV - SWBT'S RIGHT OF ACCESS

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter the Premises at any reasonable time 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 Premises for purpose of averting any threat of harm imposed by the Interconnector or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the Premises. If routine inspections are required, they shall be conducted at a mutually agreeable time.

ARTICLE XXVI - PURPOSE AND SCOPE OF AGREEMENT

Through this Agreement, the Interconnector is placing telecommunications equipment and facilities on SWBT property for the purpose of connecting with SWBT's network only. The parties agree that this Agreement 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, any State or Federal Court, or in any other form that SWBT has agreed or acquiesced that any piece of Interconnector equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).

ARTICLE XXVII - MISCELLANEOUS

27.1 Exhibits The following Exhibits are attached hereto and made part hereof:

Exhibit _____

Exhibit _____

Exhibit _____

Exhibit _____

27.2 Variations. In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by SWBT shall control.

27.3 Governing Law. This Agreement shall be governed by the laws of the State in which the Premises are located, without regard to the choice of law principles thereof.

27.4 Joint and Several. If Interconnector constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

27.5 Future Negotiations. SWBT may refuse requests for additional space in the Building or in any other SWBT premises if the Interconnector is in material breach of this Agreement, including having any past due charges hereunder. In any and each such event, the Interconnector hereby releases and shall hold SWBT harmless under Article XV from any duty to negotiate with the Interconnector or any of its affiliates for any additional space or physical collocation.

27.6 Severability. With the exception of the requirements, obligations, and rights set forth in Article II hereof, if any of the provisions hereof are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of SWBT and the Interconnector shall be construed accordingly.

27.7 Paragraph Headings and Article Numbers. The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

27.8 Entire Agreement. This Agreement with the attached schedules and exhibits, and referenced documentation and materials attached hereto set forth the entire understanding of the parties and

supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

27.9 No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

27.10 Construction. This Agreement shall be interpreted and governed without regard to which party drafted this Agreement.

27.11 Multiple Originals. This Agreement may be executed in multiple copies, each of which shall be deemed an original.

27.12 Wavier of Obligations. (a) Whenever this Agreement requires the consent of a party, any request for such consent shall be in writing.

(b) Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (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 Agreement 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 Agreement 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 interconnectors.

27.13 Rights Cumulative. The rights of a party hereunder are cumulative and no exercise or

enforcement by such party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.

27.14 Binding Effect. (a) This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest.

(b) All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

27.15 Impossibility of Performance. Neither party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, the Interconnector's employees, authorized agents and contractors will comply with the Emergency Operating Procedures established by SWBT.

27.16 Survival. The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed and delivered this Agreement as of the day and year first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____

Title: _____

DIGITAL TELEPORT, INC. (MISSOURI)

By: _____

Title: _____

\phs-col.agt

ATTACHMENT A

Southwestern Bell Telephone Company
[Address and to the attention of per notice provision]

Re: [Reference Identifier on Cover Sheet]

Pursuant to the referenced Physical Collocation Agreement ("Agreement"), this letter constitutes a request to place the following additional equipment and/or facilities in the Premises:

<u>Generic Name</u>	<u># of Bays</u>	<u>Floor Loading</u>	<u>Power Req.</u>	<u>Heat Release</u>
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If this request is acceptable to Southwestern Bell Telephone Company ("SWBT"), please indicate that acceptance by executing both originals and returning one to the undersigned. With the return of an executed original, the Agreement shall be deemed amended to reflect that the listed equipment and facilities may be located in the Premises. In all other respects, the Agreement shall be unaffected.

If not acceptable, please let me know of SWBT's objections or conditions to its acceptance.

All capitalized terms not defined in this letter but defined in the Agreement shall have the meaning ascribed to such term in the Agreement.

DIGITAL TELEPORT, INC. (MISSOURI)

By: _____

Title: _____

Name: _____

AGREED AND ACCEPTED:

**SOUTHWESTERN BELL TELEPHONE
COMPANY**

By: _____

Title: _____

Name: _____

Date: _____

APPENDIX UNE

APPENDIX: UNBUNDLED NETWORK ELEMENTS (UNE)

I. Introduction

- A. This Appendix Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to LSP. The specific terms and conditions that apply to the unbundled Network Elements are described below. The prices for Network Elements are set forth in Appendix Pricing Schedule.

II. General Terms and Conditions

- A. SWBT and LSP may agree to connect LSP's facilities with SWBT's network at any technically feasible point for access to unbundled Network Elements for the provision by LSP of a Telecommunications Service. Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services.
- B. SWBT will provide LSP access to the unbundled Network Elements to permit LSP to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself 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. Any request by LSP for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request process described in Section III.
- C. When LSP orders unbundled network elements, SWBT will perform the functions necessary to combine unbundled network elements in any manner required by law, even if those elements are not ordinarily combined in SWBT's network, provided that such combination is a) technically feasible; and b) would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with SWBT's network as provided in F.C.C. Rule 51.315 (c).
- D. LSP is responsible to designate each network element being ordered from SWBT and how those network elements are to be combined. Where multiple SWBT network elements are to be combined, LSP must designate the order in which the elements are to be connected. Where SWBT network elements are to be connected to another carrier's network element(s), LSP will designate how SWBT network element(s) are to be connected (i.e., cross connected) to the network element(s) of the other telecommunications carrier.

- E. Various subsections below list the Network Elements that LSP and SWBT have identified as of the Effective Date of this Agreement. SWBT will upon request of LSP and to the extent technically feasible provide LSP additional Network Elements or modifications to previously identified Network Elements for the provision by LSP of a Telecommunications Service. Such requests will be processed in accordance with the Bona Fide Request process.
- F. Unbundled Network Elements are provided under this agreement over such routes, technologies, and facilities as SWBT may elect at its own discretion. If LSP requests special facilities, equipment or routing of unbundled network elements such requests will be handled under the Bona Fide Request process.
- G. 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 LSP through the use of those elements.
- H. Where unbundled elements provided to LSP 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. The LSP agrees to relinquish control of any such unbundled element concurrent with the disconnection of a LSP's end user's service.
- I. The Parties acknowledge that the Commission may decline to require unbundling of Network Elements beyond those identified in 47 CFR Section 51.319 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 LSP on an unbundled basis, and LSP 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 LSP seeks to offer, compared with providing that service over other unbundled Network Elements in SWBT's network.
- J. LSP will, upon request of SWBT, and to the extent technically feasible, provide SWBT access to Network Elements for the provision of SWBT's telecommunications services in accordance with the Act. Such request by SWBT will be processed in accordance with the Bona Fide Request process.
- K. Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

- L. Network elements provided to LSP under the provisions of this Appendix will remain the property of SWBT.
- M. SWBT will provide network elements where technically feasible. Where facilities and equipment are not available, LSP may request and, to the extent required by law and as SWBT may otherwise agree, SWBT may provide Network Elements through the Bona Fide Request process.
- N. 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.
- O. LSP'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 LSP violates this provision.
- P. When converting a SWBT account to an LSP account or between LSP and another provider, the conversion will be handled as a disconnect of the current account and a new connect of the unbundled network elements account.
- Q. Performance of Network Elements
 - 1. Each Network Element provided by SWBT to LSP 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, if any, as changed from time to time by SWBT at its sole discretion. LSP 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 Bona Fide Request process.
 - 2. 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. LSP 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.

- R. LSP will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in paragraph II, Q.

III. Bona Fide Request

- A. Sections IV - XI below identify specific unbundled Network Elements and provide the terms and conditions on which SWBT will offer them to LSP. Any request by LSP for an additional unbundled Network Element, or modifications to previously identified Network Elements, both to the extent technically feasible, will be considered under this Bona Fide Request process. Where facilities and equipment are not available, LSP may request and SWBT may agree to provide, Network Elements through the Bona Fide Request process.
- B. Each Party will promptly consider and analyze access to new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- C. A Network Element Bona Fide 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.
- D. The requesting Party may cancel a Network Element Bona Fide Request at any time, but will pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- E. Within ten (10) business days of its receipt, the receiving Party will acknowledge receipt of the Network Element Bona Fide Request.
- F. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Bona Fide 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.

- G. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Bona Fide 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.
- H. Unless the Parties otherwise agree, the Network Element Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.
- I. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
- J. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- K. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide 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.

IV. Network Interface Device

- A. 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.
- B. LSP may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Any repairs, upgrade and rearrangements required by LSP will be performed by SWBT based on time and material charges.
- C. LSP will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber of the SWBT NID.

- D. With respect to multiple dwelling units or multiple-unit business premises, LSP 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.
- E. The SWBT NIDs that LSP uses under this Appendix will be those installed by SWBT to serve its customers.
- F. LSP will not attach to or disconnect SWBT's ground. LSP will not cut or disconnect SWBT's loop from its protector. LSP will not cut any other leads in the NID. LSP will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. LSP will tighten all screws or lugs loosened by LSP in the NID's enclosure and replace all protective covers.

V. Local Loop

- A. 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.
- B. SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing Schedule the following:
 - 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.
 - 2. SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
 - 3. 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. 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.
 - 5. The 4-Wire digital loop 1.544 Mbps 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.
- C. If LSP 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 LSP. If, however, no spare unbundled Loop is available, SWBT will within two business days, excluding weekends and holidays, of LSP's request notify LSP of the lack of

available facilities. LSP may request alternative arrangements through the Bona Fide Request process.

- D. In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to unbundled loops when used in an explosive atmosphere. LSP will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to LSP's or LSP end user's use of unbundled loops in an explosive atmosphere.

VI. Local Switching

- A. 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, for 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.
- B. SWBT will route InterLATA calls as defined by the exchange dialing plan via the existing PIC process when LSP 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 LSP uses Local Switching elements and will provide intraLATA toll to LSP without other usage sensitive charges. When the commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls to the presubscribed carrier.
- C. When LSP 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.
- D. 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.
- E. 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. LSP agrees to respond to SWBT's notifications regarding network congestion.

- F. SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. LSP requests for use of SWBT adjuncts will be handled through the Bona Fide Request process.
- G. SWBT will allow LSP 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 Bona Fide Request process.
- H. Switch Ports
 - 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.
 - 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.
 - 3. ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities.
 - 4. ISDN Primary Rate Interface (PRI) Trunk Side Port: trunk side switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities.

VII. Tandem Switching

- A. 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.
- B. Tandem Switching will provide trunk to trunk connections for local calls between two end offices.
- C. 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 IX.

VIII. Interoffice Transport

- A. 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 LSP, or between switches owned by SWBT or LSP. Interoffice Transport includes Common Transport and Dedicated Transport.

- B. SWBT will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.
- C. Common Transport - Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit LSP to connect its Unbundled Local Switching element purchased from SWBT with Common Transport to transport the local call dialed by the Unbundled Local Switching element to its destination through the use of SWBT's common transport network. Common Transport will also permit LSP to utilize SWBT's common network between a SWBT tandem and a SWBT end office.
- D. Dedicated Transport
 - 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 LSP, or between switches owned by SWBT or LSP.
 - 2. SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to LSP.
 - 3. SWBT will provide Dedicated Transport at the following speeds: DS1 (1.544 Mbps), DS3 (45 Mbps), OC3 (155.520 Mbps) and OC12 (622.080 Mbps). In addition, SWBT offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity.
 - 4. In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to entrance facilities when used in an explosive atmosphere. LSP will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to LSP's or LSP end user's use of unbundled loops in an explosive atmosphere.
- E. Digital Cross-Connect System (DCS) - SWBT will offer Digital Cross-Connect System (DCS) in conjunction with the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers.

- IX. Signaling Networks and Call-Related Databases - Signaling Networks and Call-Related Databases are Network Elements that includes Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to SWBT's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB Validation, LIDB, CNAM, 800, and AIN.

X. Operations Support Systems Functions

- A. Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information.
- B. SWBT will provide LSP access to its Operations Support Systems Functions as outlined in Appendix OSS.

XI. Cross Connects

- A. The cross connect is the media between the SWBT distribution frame and an LSP designated collocation or to other SWBT unbundled network elements purchased by LSP.
- B. SWBT offers a choice of four types of cross connects with each unbundled loop type. The applicable cross connects are as follows:
 - 1. Cross connect to DCS
 - 2. Cross connect to MUX
 - 3. Cross connect to Collocation
 - 4. Cross connect to Switch Port
- C. Cross connects must also be ordered with Unbundled Dedicated Transport (UDT).
 - 1. The LSP must specify when placing an UDT order, in what order the unbundled network components are to be connected.
 - 2. The Cross Connect being requested must have a compatible interface to each of the elements which the Cross Connect is joining together.
 - 3. The following cross connects are available with UDT:
 - a) Voice Grade 2-Wire
 - b) Voice Grade 4-Wire
 - c) DS0 - DCS to Collocation
 - d) DS1
 - e) DS3
 - f) OC3
 - g) OC12
 - h) OC48

XII. Pricing

- A. Attached hereto as Appendix Pricing Schedule is a schedule which reflects the prices at which SWBT agrees to furnish Unbundled Network Elements to LSP. LSP agrees to compensate SWBT for unbundled Network elements at the rates contained in this Appendix. Unbundled Network Elements are available from SWBT on a per unbundled Network Element basis at prices as contained in Appendix Pricing Schedule.

- B. For any rate element and/or charge contained in or referenced to in this Appendix that are not listed in the attached Appendix Pricing Schedule, including Bona Fide Requests, SWBT and LSP will negotiate prices.
- C. Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. Interest will apply on overdue amounts.
- D. SWBT will recover the costs of modifying its outside plant facilities for LSP space requirements. These costs will be recovered via the Bona Fide Request process described herein.
- E. **Recurring Charges**
 - 1. Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process may be longer.
 - 2. When an unbundled network element with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the total monthly charges, for the remainder of the minimum period.
 - 3. The minimum service period for unbundled dedicated transport elements is 12 months.
 - 4. Where rates will be based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office are rounded to the next higher minute. LSP will pay for all usage on such calls including those that are not completed due to busy or don't answer conditions.
 - 5. Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole mile before determining the mileage and applying rates.
- F. **Non-Recurring Charges**
 - 1. There are non-recurring charges for the first connection on an LSP order as well as separate non-recurring charges for each additional connection associated with the same LSP order at the same LSP

specified premises. When converting the SWBT account to LSP or between LSP and another local service provider, the conversion will be handled as a disconnect of the current account and a new connect of the unbundled network element account.

2. LSP will pay a non-recurring charge when an LSP adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the Pricing Schedule. This charge also applies to point code information provided by LSP allowing other telecommunications providers to use LSP's SS7 signaling network.
3. A service order processing (Service Order) charge will apply for each service order issued by SWBT to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled elements.

G. Maintenance of Elements

1. The network elements provided by SWBT pursuant to this Appendix will be maintained by SWBT. LSP or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by SWBT, other than by connection or disconnection to any interface means used, except with the written consent of SWBT.
2. If trouble occurs with unbundled network elements provided by SWBT, LSP will first determine whether the trouble is in LSP's own equipment and/or facilities or those of the end user. If LSP determines the trouble is in SWBT's equipment and/or facilities, LSP will issue a trouble report to SWBT.
3. LSP will pay Time and Material charges when LSP reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
4. LSP will pay Time and Material charges when SWBT dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.
5. If LSP issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Time and Material charges will apply

for the period of time that SWBT personnel are dispatched. Subsequently, if SWBT personnel are allowed access to the premises, the charges discussed herein will still apply.

6. Time and Material charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work related efforts of SWBT performed during normally scheduled working hours on a normally scheduled work day. Overtime is work related efforts of SWBT performed on a normally scheduled work day, but outside of normally scheduled working hours. Premium Time is work related efforts of SWBT performed other than on a normally scheduled work day.
7. If LSP requests or approves a SWBT technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, LSP will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

H. Other Pricing Terms and Conditions for Unbundled Local Switching (ULS)

1. When LSP purchases Unbundled Local Switching, SWBT will provide LSP the vertical features that the switch is equipped to provide, as part of the usage charges associated with ULS. LSP will pay non-recurring charges to activate such features in association with a particular ULS Port type. There are two levels of non-recurring charges. The first will apply when the features are activated at the same time the port is established. A different non-recurring charge applies when the feature is activated subsequent to initial installation of the port.
2. When the NXX of the telephone number provided to LSP is one associated with an optional EAS arrangement, LSP will pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.
3. LSP will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation and Call Handling and Destination) are per query and in addition to the Toll Free Database query charge, and will also be paid by LSP.

4. Use of SWBT's SS7 signaling network will be provided for unbundled local switching as set forth in Appendix SS7. LSP does not separately order SS7 under this method. LSP will be charged for the use of the SWBT SS7 network on a per call basis when the SS7 network is used in conjunction with unbundled local switching.
5. With Unbundled Local Switching, SWBT will make available features that require resources outside the switch, but LSP will pay additional charges (e.g., TCAP messages, SS7 Signaling, database queries, etc.) for such features.
6. Associated with Unbundled Local Switching, LSP will pay a non-recurring and a monthly recurring charge for the establishment of common block for a particular end user served by LSP. LSP will also pay a non-recurring charge for activation of features associated with individual ports and for subsequent changes to features associated with individual ports. These non-recurring charges are separate from the service charges for service order processing.

I. Temporary Rate Structure for Unbundled Local Switching (ULS)

1. LSP will be charged a per minute rate for each local call generated by an unbundled local ULS port, when both the originating and terminating telephone number are in the same 11 digit CLLI end office. When LSP uses a ULS port to initiate a call to a terminating number associated with a different 11 digit CLLI, LSP will pay a rate per minute for ULS plus a rate per minute for UCT transport. The parties agree to assume that SWBT's common transport network is used in this latter case.

J. Standard Interim Structure for ULS

1. Intra Switch Calls - On calls originating and terminating in the same switch:
 - a) LSP will pay ULS-O for a call originating from an ULS line or trunk port that terminates to a SWBT end user service line or any other unbundled line or trunk port which is connected to the same end office switch.
 - b) LSP will pay ULS-O for a centrex-like ULS intercom call in which the LSP's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
 - c) SWBT will not bill ULS-T for calls originating from a bundled line port (a line port associated with the provision

of resold local service by SWBT, or associated with local service to SWBT end user) and terminating to a ULS Port.

- d) SWBT will not bill ULS-T for Intraswitch calls originated by an unbundled ULS port even when the line to which the call is terminated is another ULS Port.

2. Inter Switch Calls - On calls not originating and terminating in the same switch:

- a) When a call originates from an ULS Port and is routed to SWBT's public network via a connection to UCT, ULS-O will apply. Charges for UCT as outlined below will also apply.
- b) When an InterLATA toll call is initiated from an ULS port it will be routed to the end user PIC choice. ULS-O usage charges will apply to LSP in such event.
- c) Until IntraLATA Dialing Parity, all intraLATA toll calls initiated by ULS Port will be routed to SWBT. The LSP will pay IntraLATA toll rates for such calls. No ULS usage charges will apply to LSP in such event.
- d) After IntraLATA Dialing Parity, IntraLATA toll calls from ULS Ports will be routed to the end user PIC choice. ULS-O charges will apply.
- e) When LSP uses ULS Ports to initiate an 800/888 call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply to the ULS Port.
- f) When a call that has been routed through SWBT's public network terminates to an ULS Port, from another of the same LSP's ports or another LSP's ULS Port, ULS-T charges will apply.
- g) When a call that has been routed through SWBT's public network terminates to an ULS Port, from the bundled local exchange service of SWBT, ULS-T charges will apply.
- h) When a call terminates to an ULS Port via terminating access services provided by SWBT (e.g., FGA, FGB, FGD, WATS etc.) SWBT will assess ULS-T charges.
- i) When a call which has been routed from another network terminates to an ULS line port, ULS-T charges will apply.

UNE PRICE LIST - MISSOURI							
		Monthly/MOU Rates			Nonrecurring Charge		
		Zone A	Zone B	Zone C	Initial	Additional	
Network Interface Device (NID)							
	Disconnect Loop from inside wiring, per NI	N/A	N/A	N/A	\$60.40	\$30.20	
Unbundled Loops							
	2-Wire Analog	\$42.65	\$27.10	\$16.95	\$53.20	\$22.65	
	Conditioning for dB Loss	\$6.85	\$6.85	\$6.85	\$46.45	\$17.50	
	4-Wire Analog	\$85.30	\$54.20	\$33.90	\$53.20	\$22.65	
	2-wire Digital	\$84.35	\$59.70	\$44.40	\$117.80	\$61.65	
	4-wire Digital	\$167.10	\$152.15	\$135.25	\$278.65	\$110.00	
Loop Cross Connects							
	Analog Loop to Collocation						
	2-wire cross connect	\$2.15	\$2.15	\$2.15	\$71.25	\$67.80	
	4-wire cross connect	\$4.20	\$4.20	\$4.20	\$84.35	\$80.90	
	Digital Loop to Collocation						
	2-wire cross connect	\$2.15	\$2.15	\$2.15	\$71.25	\$67.80	
	4-wire cross connect	\$11.35	\$11.35	\$11.35	\$84.35	\$80.90	
	Analog Loop to Multiplexer / Interoffice						
	2-wire cross connect	\$5.05	\$5.05	\$5.05	\$104.85	\$96.35	
	4-wire cross connect	\$6.80	\$6.80	\$6.80	\$122.95	\$114.45	
	Digital Loop to Multiplexer / Interoffice						
	2-wire cross connect	\$12.10	\$12.10	\$12.10	\$104.85	\$96.35	
	Analog Loop to DCS / Switch Port						
	2-wire cross connect	NC	NC	NC	NC	NC	
	4-wire cross connect	NC	NC	NC	NC	NC	
	Digital Loop to DCS / Switch Port						
	2-wire cross connect	NC	NC	NC	NC	NC	
	4-wire cross connect	NC	NC	NC	NC	NC	
Local Switching							
Interim Structure							
	Within the Same Central Office						
	Per Originating or Terminating MOU	\$0.005510	\$0.006728	\$0.006841	N/A	N/A	
	Between Different Central Offices						
	Per Originating or Terminating MOU	\$0.012929	\$0.015253	\$0.015553	N/A	N/A	
Long Term Structure							
	Per Originating or Terminating MOU	\$0.005510	\$0.006728	\$0.006841	N/A	N/A	
Customized Routing							
		ICB	ICB	ICB	ICB	ICB	
Port Charge Per Month							
	Analog Line Port	\$3.40	\$3.40	\$3.40	\$81.90	\$73.45	
	Analog Trunk Side (DID)	\$23.85	\$23.85	\$23.85	\$140.70	—	
	BRI Port	\$6.70	\$6.70	\$6.70	\$13.30	\$7.25	
	PRI Port	\$198.70	\$198.70	\$198.70	\$441.10	\$202.60	
	Feature Activation per Port Type	ICB	ICB	ICB	ICB	ICB	
	Centrex-like System Charges	ICB	ICB	ICB	ICB	ICB	
	EAS Port Additive	\$24.80	\$24.80	\$24.80	NA	NA	
Tandem Switching							
	per Minute Of Use	\$0.002795	\$0.002795	\$0.002795	—	—	
Common Transport							
	per Minute Of Use	\$0.000511	\$0.000399	\$0.000473	—	—	
Dedicated Transport							
	Entrance Facility:						
	DS1	\$148.95	\$148.95	\$148.95	\$628.00	\$456.00	
	DS3	\$1,805.00	\$1,805.00	\$1,805.00	\$637.00	\$496.00	
	Interoffice Transport:						
	DS1 First Mile	\$69.00	\$69.00	\$69.00	\$408.00	\$314.00	

UNE PRICE LIST - MISSOURI							
	Each Additional Mile	\$17.70	\$17.70	\$17.70	N/A	N/A	
DS3	First Mile	\$933.00	\$933.00	\$933.00	\$473.00	\$341.00	
	Each Additional Mile	\$118.00	\$118.00	\$118.00	N/A	N/A	
Dedicated Transport Cross Connects							
	Voice Grade 2-wire	NC	NC	NC	NC	NC	
	Voice Grade 4-wire	NC	NC	NC	NC	NC	
	DS0 to DCS	NC	NC	NC	NC	NC	
	DS1	NC	NC	NC	NC	NC	
	DS3	NC	NC	NC	NC	NC	
Digital Cross-Connect System							
	DCS Port Charge						
	DS0	\$12.00	\$12.00	\$12.00	\$20.00	N/A	
	DS1	\$45.14	\$45.14	\$45.14	\$43.00	N/A	
	DS3	\$490.05	\$490.05	\$490.05	\$32.00	N/A	
	DCS Establishment Charge	N/A	N/A	N/A	\$1,722.00	N/A	
	Database Modification Charge	N/A	N/A	N/A	\$80.00	N/A	
	Reconfiguration Charge	N/A	N/A	N/A	\$1.25	N/A	
Service Order Charges - Unbundled Elements							
		Simple	Complex				
	New Service	\$60.00	\$245.00				
	Change	\$58.00	\$136.00				
	Record	\$36.00	\$114.00				
	Disconnect	\$30.00	\$65.00				
Nonrecurring Charge							
Maintenance of Service Charges							
		Initial	Additional				
	Basic Time	\$30.93	\$21.32	per 1/2 hr. or fraction thereof			
	Overtime	\$36.35	\$26.73	per 1/2 hr. or fraction thereof			
	Premium Time	\$41.77	\$32.15	per 1/2 hr. or fraction thereof			
Time and Material Charges							
	Basic Time	\$30.93	\$21.32	per 1/2 hr. or fraction thereof			
	Overtime	\$36.35	\$26.73	per 1/2 hr. or fraction thereof			
	Premium Time	\$41.77	\$32.15	per 1/2 hr. or fraction thereof			