

EXHIBIT A TO APPENDIX WIRELESS

End Office Percent Ownership of Local Transport Facilities

**CLLI Code
Facilities**

NPA-NXX

% Ownership of Transport

APPENDIX 911

Appendix 911 - MOKA

Terms and Conditions for Providing Connection to E911 Universal Emergency Number Service (ARKANSAS, KANSAS, MISSOURI, and OKLAHOMA)

This appendix between SWBT and LSP sets forth the terms and conditions upon which SWBT will provide LSP's connection to E911 Universal Emergency Number Service.

Definitions

The following definition is in addition to those in the Arkansas, Kansas, and Oklahoma General Exchange Tariffs referenced below:

Independent Exchange Company (IEC): A local exchange telephone company, including Local Service Providers (LSPs) who are certified by the state commission, other than Southwestern Bell Telephone Company. An IEC may also be a customer for Universal Emergency Number Service in order to provide that service or elements of that service to legally authorized agencies within the IEC's serving area.

The definition of IEC in the Missouri General Exchange Tariff referenced below is modified as follows (modifications are shown in bold and italicized):

Independent Exchange Company (IEC): A local exchange telephone company, including Local Service Providers (LSPs) who are certified by the state commission, other than Southwestern Bell Telephone Company.

Terms and Conditions

The following is in addition to those terms and conditions in the Arkansas, Kansas and Oklahoma General Exchange Tariffs referenced below:

The Universal Emergency Number Service may be provided by Southwestern Bell Telephone Company or jointly by Southwestern Bell Telephone Company and an IEC.

The following are in addition to those terms and conditions in the Arkansas, Kansas, Missouri, and Oklahoma General Exchange Tariffs referenced below:

SWBT shall provide LSP with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Exhibit I, in accordance with the methods and procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS". SWBT shall provide LSP additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Exhibit I. In addition, SWBT shall provide LSP with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document, for each file downloaded by LSP to SWBT's DBMS, so that LSP may ensure the accuracy of the end user records. LSP will attest it has been provided a copy of the document referenced above.

At a reasonable time prior to the establishment of E911 Service, LSP shall download and maintain thereafter all information required to establish records necessary for furnishing connection to E911 Service and shall promptly notify SWBT in writing of any changes to be made to such records. LSP shall adopt and comply with operating methods applicable to downloading and maintaining LSP's end user records in SWBT's DBMS, as set forth in the document referenced in the paragraph above.

LSP acknowledges that its end users in a single local calling scope may be served by different PSAPs, and LSP shall be responsible for providing facilities to route calls from its end users to the proper E911 Control Office(s).

LSP shall connect its switches to the E911 Control Office by one-way outgoing CAMA trunks dedicated for originating 911 emergency service calls.

The parties agree that the E911 service is provided for the use of the E911 Customer, and recognizes the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and the LSP. The terms and conditions of this appendix represent a plan for providing E911 service, for which LSP must obtain approval from the appropriate E911 Customer(s) which have jurisdiction in the area(s) in which LSP's customers are located. LSP shall advise SWBT in writing that such approval has been obtained prior to the use of LSP's E911 connection for actual emergency calls.

Both parties agree to designate a representative who shall have the authority to execute additional exhibits to this Appendix when necessary to accommodate expansion of the geographic area of LSP into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks. The designated representative for SWBT is _____ and for LSP is _____.

The terms and conditions of this appendix are subject to renegotiation in the event that the E911 Customer orders changes to the E911 service that necessitate revision of this appendix.

Rates, Terms and Conditions

E911 Universal Emergency Number Service will be provided utilizing the rates, terms and conditions set forth in the following state tariffs, in addition to those terms and conditions described previously in this Appendix:

- Arkansas: SWBT's General Exchange Tariff Section 44 - Universal Emergency Number Service (911)
- Kansas: SWBT's General Exchange Tariff Section 19 - Universal Emergency Number Service (911)
- Missouri: SWBT's General Exchange Tariff (Mo. P.S.C. No. 35) Section 28 - Universal Emergency Number Service (9-1-1)
- Oklahoma: SWBT's General Exchange Tariff Section 36 - 911 Emergency Number Service

EXHIBIT I to APPENDIX 9-1-1

LSP SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP *OCN*	LSP Switch Name & Addr.	Switch Type	LSP NPA/NXX(s) included
			CLLI Code	# 9-1-1 Trunks Requested
E9-1-1 Manager	LSP Telco ID		"Connect Signal" Digits ⁽⁴⁾	"Default" PSAP
			1 - 1	
Database Administrator		Estimated # of EAAs	ETST Code	
	LSP Service Area Definition:			
Switch Site Contact				
SWBT E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE				
E9-1-1 CONTROL OFFICE:		PSAPs INCLUDED IN	COMMUNITY	E9-1-1 CUSTOMER and
CLLI Code:		9-1-1 SERVICE PLAN	for MSAG PULL ⁽²⁾	AGENCY TYPE ^(see legend below)
E9-1-1 Features Required:				
# of 9-1-1 Trunks from LSP:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1)				
(2)				
(3)	MSAG will only include addresses within SWBT exchanges, unless specifically stated otherwise.			
(4)	Refer to network interface specifications in Exhibit III.			
"TYPE of AGENCY" LEGEND:				
	HRC = Home Rule City			
	ECD = Emergency Communications District			
	COG = Council of Governments or Regional Planning Commission			
	GLC = General Law City			
	Cnty = County with special provisions (only applies to Dallas County)			
				Date Prepared

APPENDIX CH

APPENDIX CLEARINGHOUSE (CH)

WHEREAS, SWBT operates a Clearinghouse (CH), as described below, for its own behalf and that of participating LECs and LSPs, including LSP; and

WHEREAS, LSP wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

1. Clearinghouse Description

SWBT operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and LSPs, including SWBT and LSP.

2. Qualifying Message Criteria

The only toll call messages that qualify for submission to SWBT for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or LSP exchange, exclusively carried by a LEC or LSP over LEC or LSP facilities and billed to a customer located in a second LEC's or LSP exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SWBT's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or LSP over LEC or LSP facilities, and billed to a customer located in a second LEC's or LSP exchange and not in the originating State.

3. Responsibilities Of The Parties

- A. LSP agrees that it will provide SWBT with billing records for CH processing that are in an industry standard format acceptable to SWBT and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or LSP exchange but are to be billed to an end user in a second LEC's or LSP exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

LSP agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's CH. LSP will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for CH processing, if needed.

- B. SWBT will provide and maintain such systems as it believes are required to furnish the CH service described herein. SWBT, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- C. LSP will timely furnish to SWBT all CH Records required by SWBT to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. SWBT will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- D. Presently, in operating the CH, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

4. Processing Charge

LSP agrees to pay SWBT a processing charge in consideration of SWBT's performance of CH services. This charge is \$.02 per originated CH Record processed on behalf of LSP.

5. Billing Charge

LSP agrees to pay a \$.05 per message charge to the LEC or LSP responsible for billing the message, including SWBT, when SWBT bills the message.

6. Settlement Report

SWBT will issue monthly reports containing the results of the processing of CH Records to each participating LEC and LSP. These reports list the (a) amounts owed by LSP for billing messages originated by others; (b) amounts due to LSP for LSP-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

7. Retroactive and Lost Messages

The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3 of this Attachment. The Parties agree that lost messages are the complete responsibility

of the originating LEC or LSP. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or LSP will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

8. Limitation Of Liability

By agreeing to operate the CH, SWBT assumes no liability for any LEC's or LSP's receipt of appropriate revenues due to it from any other entity. LSP agrees that SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SWBT may have relied in preparing settlement reports or performing any other act under this Attachment.

LSP agrees to indemnify and hold SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SWBT's performance of CH processing pursuant to this Attachment.

SWBT will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Attachment will in no event exceed the amount of processing charges incurred by LSP for the CH services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

9. DISCLAIMER OF WARRANTIES

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.

**APPENDIX RECORD
MISSOURI**

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. IXCs provide service interstate and intrastate. In some states IXCs 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 IXCs.
- 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.

APPENDIX RECORDING

EXHIBIT II

**SELECTED SERVICE OPTIONS
AND
METHOD OF PROVISION**

Page 1 of 3

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

APPENDIX RECORDING

Page 1 of 1

04/22/97

EXHIBIT III-A

BASIS OF COMPENSATION

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	\$.0100
B.	Assembly and Editing Per Message and/or AUR	\$.0050
C.	Rating Per Message	\$.0050
D.	Message Processing Per Message and/or AUR	\$.0050
E.	Provision of Message Detail Per Record	\$.0030
F.	Source Information Provided	
	1. Per Record Purchased - Meet Point Bill Applicable	\$.0115
	2. Per Record Purchased - Meet Point Bill Not Applicable	\$.0230

**DRAFT APPENDIX RECORDING
EXHIBIT III-B
Page 1 of 2
04/21/97**

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**

**Page 2 of 2
04/21/97**

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 BCR

APPENDIX BCR BILLING, COLLECTING AND REMITTING

This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or LSP but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

I. DEFINITIONS

- A. BellCore Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an end user of another BCC (or LEC) as described in accordance with the BellCore Practice BR 981-200-110.
- B. Charges - the amount approved or allowed by the appropriate regulatory authority to be billed to an end user for any of the services described in Section II., rendered by a LEC to an end user.
- C. Compensation - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section IV.
- D. IntraLATA - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- E. InterLATA - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages which originate in one LATA and terminate in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- F. Local Exchange Carrier (LEC) - as used in this Appendix shall mean those Local Exchange Carriers or Local Service Providers using BCC CATS as a message tracking system.
- G. Local Message - Local messages are those messages which originate and terminate within the area defined as the local service area of the station from which the message originates.
- H. Revenues - the sum of all or part of the charges as defined above.

II. SCOPE OF APPENDIX

This Appendix shall apply to procedures for the billing, collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

- A. LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 1. Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 2. Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3. Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 4. Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- B. LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the BellCore Practice BR 981-200-110, of the following types:
 - 1. Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 2. Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3. Radio Link Charges where service is provided by one LEC and billed by another LEC.

III RESPONSIBILITIES OF THE PARTIES

- A. LSP agrees to bill, collect and remit to SWBT the charges for the services described in Section II. which charges are earned by any LEC (including SWBT), but which are to be billed to end users of the LSP.
- B. In those cases in which the charges for the services listed in Section II. are due any LEC other than SWBT, SWBT will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- C. Charges for the services listed in Section II. to be billed, collected and by LSP for SWBT's benefit, shall be remitted by LSP to SWBT within 30 days of the date of SWBT's bill to LSP for such services.

- D. SWBT agrees to bill and collect (or to have another LEC bill and collect, where the appropriate), and to remit to LSP, the charges for the services described in Section II., which charges are earned by LSP, but which are to be billed by another LEC (including SWBT) to the end users of that LEC.
- E. Charges for the services listed in Section II. to be billed, collected and remitted by SWBT or another LEC for LSP's benefit, shall be remitted by SWBT to LSP within 30 days of the date of LSP's bill to SWBT for such services.
- F. The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section IV, due the Party for performing the end user billing function. The Party billing the end user shall be responsible for all amounts related to the services described remitted in Section II. Notwithstanding this paragraph, SWBT may net amounts due to LSP under this Appendix against amounts owed to SWBT when SWBT renders a bill to LSP hereunder.
- G. Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

IV. COMPENSATION

A Party performing the services described in Section II. A. will compensate the other Party in the amount of \$.08 for each charge billed for any service described in Section II.A. and subsequently remitted pursuant to this Appendix by such other Party to the Party performing the services described in Section II. A. A Party performing the services described in Section II. B. will compensate the other Party in the amount of \$.05 for each charge billed for any service described in Section II. B. and subsequently remitted pursuant to this Appendix by such other Party to the Party performing the services described in Section II. B. Such compensation shall be paid (unless a Party has collected such compensation as described in Section III.F. above) within 30 days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section III.

- V. 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.

APPENDIX FGA

APPENDIX FGA

This Appendix to Attachment Compensation sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

1.0 Definitions

- 1.1 Local Access and Transport Area (LATA) means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.
- 1.2 The term Extended Area Service (EAS) as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- 1.3 Subscriber Access Lines will mean a communication facility provided under a general and/or exchange service tariff extended from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- 1.4 Feature Group A Switched Access Service includes all facilities and services rendered in furnishing FGA access service, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.
- 1.5 The Primary Company denotes the Party with the Primary office(s).
- 1.6 The Primary Office is an office which: (1) directly or jointly connects to an interexchange carrier and /or end user; and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.
- 1.7 The Secondary Company denotes the Party with the secondary office(s).

- 1.8 The Secondary Office is any office involved in providing joint FGA switched access to an Interexchange carrier and /or end user through the switching facilities of the Primary office.
- 1.9 Revenues under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regular established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.
- 1.10 Access Minutes or Minutes of Use (MOUs) are those minutes of use as described in Part 69 of the Federal Communications Commission's Rules, and are limited to those FGA MOUs which originate and /or terminate in the Secondary Office(s) covered by this Appendix.
- 1.11 Currently Effective Tariff Rate means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

2.0 Undertaking of the Parties

- 2.1 The Secondary Company will notify the Primary Company of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least 30 days in advance of their effective date. Revenue distribution will be based on the revised rates 45 days after the effective date of the tariff revisions. However, if the secondary Company fails to notify the Primary Company of a new rate within 30 days of its effective date, the Primary company may delay implementation of the new rate until the next month's revenue distribution cycle, and will not be required to adjust the previous bills retroactive.
- 2.2 Each party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this appendix.

3.0 Administration of Revenue Distribution

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.

4.0 Minutes of Use (MOUs) Development

- 4.1 The Parties will calculate the amount of FGA revenues due each Party, by determining the amount of FGA MOUs attributable to each Party as described below. The Primary Company will then multiply the MOUs by the rates in the Secondary Company's applicable tariff to determine the amounts tentatively due to the Secondary Company.

4.2 Terminating MOUs Development

- 4.2.1 Actual monthly premium (charged at equal access end office) and non-premium (charged at non-equal access end offices) terminating FGA access MOUs for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.
- 4.2.2 Where the Primary Company cannot measure or identify the terminating FGA MOUs by end office, terminating MOUs will be total unmeasured MOUs allocated to the LATA. In this event, those MOUs will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Exhibit B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

4.3 Originating MOUs Development

- 4.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs, billed by the Primary Company, to each Secondary Company's end office in the EAS calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.
- 4.3.2 The parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside an EAS calling area.

5.0 Calculation of Revenue Distribution

- 5.1 The amount of premium or non-premium revenues due each party each month will be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues will be calculated by the Primary Company by multiplying each of the Secondary Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 4.2.1 and 4.2.2.
- 5.2 Local Transport (or its equivalent under the Secondary Company's tariff and called Transport in this agreement) compensation will be determined for each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOUs (as calculated under Sections 4.2.1 and 4.2.2.) by the Secondary company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

6.0 Revenue Distribution Amounts, Monthly Statements And Payments

- 6.1 The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- 6.2 The monthly compensation statement will show, for each Secondary Office, separately:
- 6.2.1 The total number of non-premium or premium terminating MOUs and revenue.
- 6.2.2 The total number on non-premium or premium originating MOUs and revenues.
- 6.2.3 The total compensation due the Secondary Company, by rate element.
- 6.2.4 The number of terminating MOUs recorded by the Primary Company.
- 6.2.5 The number of originating MOUs estimated by the Primary Company pursuant to Section 4.3 contained herein.
- 6.2.6 The number of access lines used to prorate originating usage pursuant to Section 4.3 contained herein.
- 6.2.7 The percent ownership factor, if any, used to prorate Local Transport revenues.
- 6.2.8 Adjustments for uncollectibles.

- 6.3 Within 60 Calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.
- 7.0 **Miscellaneous Provisions**
- 7.1 This appendix will remain in effect until terminated by thirty (30) calendar day s notice by either Party to the other.

EXHIBIT A

EAS Locations for Originating and Terminating

Feature Group A Access Service

**Primary Office
Company**

**Secondary Office
Company**

**CLLI CODE NPA-NXX
ACCESS LINE**

CLLI CODE NPA-NXX

EXHIBIT B

Location for LATA Wide Termination
of Feature Group A Access Service in
Non-EAS Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	% Ownership of Transport Facilities	LATA
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APPENDIX WP

APPENDIX WP

WHITE PAGES DIRECTORY APPENDIX

SWBT and LSP agree to the following terms and conditions for the printing and distribution of White Pages directories:

1. SWBT publishes White Pages directories for geographic areas in which LSP also provides local exchange telephone service, and LSP wishes to include listings information for its end users in the appropriate SWBT White Pages directories.
2. LSP also desires distribution to its end users of the White Pages directories that include listings of LSP's end users.
3. NOW THEREFORE, in consideration of these premises, SWBT and LSP agree as follows:

I. SERVICE PROVIDED

- A. Subject to SWBT's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SWBT will include in appropriate White Pages directories the primary alphabetical listings of all LSP end users located within the local directory scope. The rules, regulations and SWBT practices are subject to change from time to time.
- B. Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the LSP shall furnish to SWBT, in a form acceptable to both Parties, subscriber listing information pertaining to LSP end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- C. LSP may provide LSP's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database or the LSP may choose to provide listings in the form of camera ready copy.
- D. If LSP provides its subscriber listing information to SWBT via a mechanical or manual feed such listings are to be alphabetically interfiled (interspersed) in the SWBT directory among SWBT subscriber listings. If LSP provides its subscriber listing information to SWBT in the form of camera ready copy, SWBT will include such listings as a separate section of the White Pages directory included in a separate section of the SWBT White Pages directory.

- E. Sixty (60) days prior to the business office close date for a particular directory, SWBT shall provide LSP a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each LSP end user. LSP shall review this verification list and shall submit to SWBT any necessary additions, deletions or modifications within thirty (30) days of receipt of the list from SWBT.
- F. If LSP provides its subscriber listing information to SWBT in the form of camera ready copy. SWBT shall provide LSP sixty (60) days written notice of the date by which LSP must provide this information to SWBT.
- G. Sixty (60) days prior to the directory close, LSP shall provide to SWBT written specification of the total number of directories that it will require, along with the number of directory(ies) that each LSP end user will require. SWBT will provide one (1) copy of the directory to LSP end users, unless otherwise instructed by the LSP.
- H. At LSP's request, SWBT will include LSP specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. This page will also include specific information pertaining to other LSPs. At its option, LSP shall provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page.
- I. At its request, LSP may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area. Such page(s) shall be no different in style, size, color and format than SWBT "Informational Pages". Sixty (60) days prior to the directory close date, the LSP shall provide to SWBT the "Informational Page" in the form of camera- ready copy.

II. USE OF SUBSCRIBER LISTING INFORMATION

- A. LSP authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Appendix for the sole purpose of including the listings in the appropriate printed White Pages directory and directory assistance databases where such service is provided by SWBT.
- B. At LSP's request, SWBT shall transmit LSP's end user listing information to designated third party directory publishers (limited to publishers that SWBT transmits its own listing information) for a one-time administrative fee of \$100.00 per occurrence, per directory publisher.

III. PRICING

- A. The rates for the services described herein are identified on Exhibit I. If LSP provides its subscriber listing information to SWBT via a mechanical or manual feed of the listings to SWBT's listings database, SWBT will assess per book copy, per subscriber line, charge when directories are delivered to LSP end user premises, or an annual, per book copy charge when delivered in bulk to LSP. Included in this rate, LSP will receive for its end user, one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the LSP location.
- B. Where an LSP end user requires additional listings to appear in the White Pages directory, SWBT will assess LSP an annual charge for such listings at existing SWBT tariff rates.
- C. For any "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see I. G. above), SWBT shall charge LSP a per book copy charge. This rate applies, per book copy, when such directories are delivered in bulk to LSP or to the LSP's end user premises.
- D. For inclusion of the LSP "Informational Page" in the White Pages directory, SWBT shall charge the LSP an annual fee for inclusion in the Metropolitan area book.

IV. ASSIGNMENT

The subscriber listing information shall remain the property of LSP. Except as stated in Section II herein, SWBT shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

V. LIABILITY

- A. LSP hereby releases SWBT from any and all liability for damages due to errors or omissions in LSP's subscriber listing information as provided to SWBT under this Appendix, and/or LSP's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- B. LSP shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and

all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in LSP's subscriber listing information as it appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information. LSP shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against LSP and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in LSP's subscriber listing information in the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of the LSP, in which event the LSP shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.

- C. This Appendix shall not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

VI. BREACH OF CONTRACT

If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching party, whereupon this Appendix shall be null and void with respect to any issue of SWBT's White Pages directory published sixty (60) or more days after the date of receipt of such written notice.

VIII. TERM

- A. This Appendix shall continue in force for one (1) year until terminated by sixty (60) days prior written notice by either Party to the other. Upon termination, SWBT shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by LSP, and shall promptly return such subscriber listing information to the LSP.
- B. Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section V herein shall continue with respect to any directory published within sixty (60) days of termination.

**APPENDIX WP
EXHIBIT I
PRICE LIST**

KANSAS CITY

PRICE PER BOOK BULK DELIVERED TO ACSI	\$ 4.46
PRICE PER BOOK DELIVERED TO LSP END USER	\$ 6.48
SUBSEQUENT BOOK COPIES & DELIVERY AFTER INITIAL ORDER*	\$ 10.00
PRICE PER SINGLE SIDED INFORMATIONAL PAGE*	\$ 3,191.73

* Subject to availability

**APPENDIX WP
EXHIBIT I
PRICE LIST**

KANSAS CITY

PRICE PER BOOK BULK DELIVERED TO ACSI	\$ 3.24
PRICE PER BOOK DELIVERED TO LSP END USER*	\$ 3.72
SUBSEQUENT BOOK COPIES & DELIVERY AFTER INITIAL ORDER*	\$ 10.00
PRICE PER SINGLE SIDED INFORMATIONAL PAGE	\$ 1,905.11

.*Subject to availability

APPENDIX PORT

APPENDIX PORT

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 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 NIM

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.

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).

Assuming that the Parties agree that this interconnection arrangement will also be used for SWBT trunks terminating to ACSI, SWBT will agree to compensate ACSI for SWBT's use of the virtual collocation arrangement. SWBT's compensation to ACSI will be determined by multiplying SWBT's tariffed virtual collocation recurring and non-recurring rates by the percentage of the fiber optic terminal capacity at a DS-1 equivalent basis for a fully equipped fiber optic terminal that SWBT forecasts to use over the life of this agreement for terminating trunks to ACSI. If the use is extended, or if actual requirements exceed SWBT's forecasts, SWBT will compensate ACSI for the incremental percentage of the non-recurring and recurring rates. ACSI agrees to offer interconnection which is functionally equivalent to virtual collocation to SWBT at a total price no less favorable than that offered by SWBT to ACSI.

An example of SWBT's compensation to ACSI for use of the virtual collocation arrangement is as follows:

- SWBT needs 100 trunks for the term of the agreement, which equates to five DS-1s.
- ACSI orders or has in place an OC-12 fiber optic terminal for their collocation arrangement.

- SWBT would compensate ACSI in an amount equal to 5/336 (approximately 1.5%) of the tariffed virtual collocation recurring and non-recurring rates including, but not limited to: equipment and cabling charges, installation fees, cross connect charges, and power charges.

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. A copy of the Physical Collocation Agreement is included at the end of this Appendix NIM. Assuming that the Parties agree that this physical interconnection arrangement will also be used for SWBT trunks terminating to ACSI, ACSI agrees to charge SWBT rates equivalent to the Unbundled Dedicated Transport rates for DS1s and DS3s as agreed to in Appendix UNE.

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

LSP's leasing of SWBT's facilities will be subject to the mutual agreement of the Parties.

PHYSICAL COLLOCATION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

"Interconnector"

for

AMERICAN COMMUNICATIONS SERVICES, INC.

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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 American Communications Services, Inc., a Delaware 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 collocator 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 collocator(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 collocator 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