

of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT I

**CLEC SERVING AREA DESCRIPTION
AND E9-1-1 INTERCONNECTION
DETAILS**

CLEC NAME & CONTACTS	CLEC TOLL	CLEC Switch	Switch Type	CLEC NPANXX(s) included
E9-1-1 Coordinator			CLLI Code	
	CLEC Telco ID			
			"Connect Signal" Digits ⁽¹⁾	
9-1-1 Database Manager	CLEC Service Area Definition		1 - 1	
			ETST Code	#9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				

**SWBT-T E9-1-1 SYSTEM
CONFIGURATION ASSOCIATED
WITH DESIGNATED E9-1-1
CONTROL OFFICE**

E9-1-1 CONTROL OFFICE CLLI Code	EXCHANGES FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE <small>(see legend table)</small>	
E9-1-1 Features Required ⁽²⁾				
# of 9-1-1 Trunks from CLEC				
MSAG Update Interval				Monthly

FOOTNOTES: (1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area

(2) n/a

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP

are included The remainder of the PSAP's jurisdiction is not included

(4) Refer to network interface specifications in Exhibit III

TYPE & 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 911
Texas
EXHIBIT II

BASIS OF COMPENSATION

Attached to and made part of the Appendix 911 to the Interconnection Agreement between
(CLEC) and **SWBT-T** dated _____.

- A. The following compensation amounts shall be due **SWBT-T** for the provision of E911 services under the above-mentioned Appendix for the CLEC exchanges and the feature configurations shown in Exhibit I.

<u>E911 Feature Configuration</u>	<u>Monthly Charge per 1000 Access Lines</u>	<u>Nonrecurring Charge per 1000 Access Lines</u>
Automatic Number Identification		
- SWBT-T PSAP	\$11.24	\$81.20
- Non- SWBT-T PSAP	\$ 6.89	\$81.20
Combined Automatic Number Identification and Selective Routing		
- SWBT-T PSAP	\$88.90	\$428.01
- Non- SWBT-T PSAP	\$84.33	\$428.01
Combined Automatic Number and Automatic Location Identification		
- SWBT-T PSAP	\$89.48	\$299.68
- Non- SWBT-T PSAP	\$79.00	\$297.74
Combined Automatic Number, Automatic Location Identification, and Selective Routing		
- SWBT-T PSAP	\$107.82	\$502.10
- Non- SWBT-T PSAP	\$ 97.34	\$500.16

- B. The following trunking charges shall be due **SWBT-T** for each 911 tandem to which CLEC connects.

<u>Monthly Recurring, Per Trunk</u>	<u>Nonrecurring, Per Trunk</u>
\$39.00	\$165.00

APPENDIX 911

Texas

EXHIBIT III

DOCUMENTATION OF E911
CUSTOMER'S APPROVAL

APPENDIX BCR

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APPENDIX BCR
(Billing, Collecting And Remitting)

1. INTRODUCTION

- 1.1 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 CLEC 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.
- 1.2 As used herein, **SWBT** means Southwestern Bell Telephone Company doing business in Arkansas, Missouri, Oklahoma, Kansas, and Texas.

2. DEFINITIONS

- 2.1 Telcordia 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 Telcordia Practice BR 981-200-110.
- 2.2 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 3, rendered by a LEC to an End User.
- 2.3 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 5.
- 2.4 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 Telcordia Client Company BCC CATS process.
- 2.5 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 Telcordia Client Company BCC CATS process.

- 2.6 Local Exchange Carrier (LEC) - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 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.
- 2.8 Revenues - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 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:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types:
 - 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to SWBT the charges for the services described in Section 3 which charges are earned by any LEC (including SWBT), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3 above 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.
- 4.3 Charges for the services listed in Section 3 above to be billed, collected and remitted by CLEC for SWBT's benefit, shall be remitted by CLEC to SWBT within thirty (30) calendar days of the date of SWBT's bill to CLEC for such services.
- 4.4 SWBT agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3 above, which charges are earned by CLEC, but which are to be billed by another LEC (including SWBT) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3 above to be billed, collected and remitted by SWBT or another LEC for CLEC's benefit, shall be remitted by SWBT to CLEC within thirty (30) calendar days of the date of CLEC's bill to SWBT for such services.
- 4.6 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 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3 above. Notwithstanding this paragraph, SWBT may net amounts due to CLEC under this Appendix against amounts owed to SWBT when SWBT renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

- 5.1 A Party performing the services described in Section 3.2 above will compensate the other Party in the amount of \$.08 for each charge billed for any service described in Section 3.2 above and subsequently remitted pursuant to this Appendix by such other Party to the Party performing the services described in Section 3.2 above. A Party performing the services described in Section 3.3

above will compensate the other Party in the amount of \$.05 for each charge billed for any service described in Section 3.3 above and subsequently remitted pursuant to this Appendix by such other Party to the Party performing the services described in Section 3.3 above. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar 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 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 6.1 **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 CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries;

expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by Southwestern Bell Telephone Company (**SWBT**) to participate in the Clearinghouse (CH).
- 1.2 As used herein, (**SWBT**) means the above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 **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 CLECs, including **SWBT** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

- 3.1 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 CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC 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 CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC 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 CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to SWBT's CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to SWBT for CH processing, if needed.
- 4.3 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.
- 4.4 CLEC 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.
- 4.5 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.

5. PROCESSING CHARGE

- 5.1 CLEC agrees to pay SWBT a processing charge in consideration of SWBT's performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

- 6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including SWBT, when SWBT bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

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

8. RETROACTIVE AND LOST MESSAGES

- 8.1 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 III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC 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.

9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, **SWBT** assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC 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.
- 9.2 CLEC 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.
- 9.3 **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 CLEC 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.

10. DISCLAIMER OF WARRANTIES

- 10.1 **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 CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

COLLOCATION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

OMNIPLEX COMMUNICATIONS GROUP, LLC

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COLLOCATION AGREEMENT

THIS COLLOCATION AGREEMENT ("Agreement") is made this ____ day of _____, 1999 by and between SOUTHWESTERN BELL TELEPHONE COMPANY, a Texas corporation ("SWBT"), and OMNIPLEX COMMUNICATIONS GROUP, LLC, a Delaware corporation ("Collocator").

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," in accordance with 47 U.S.C. 251(c)(6);

WHEREAS, Collocator wishes to physically collocate certain of its equipment within an Eligible Structure (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 Collocator (the "Parties") agree as follows:

1.0 DEFINITIONS

1.1 "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996.

1.2 "Adjacent Space Collocation" is physical collocation at a Collocator-provided controlled environmental vault — or similar structure to the extent technically feasible - on SWBT premises adjacent to an Eligible Structure.

1.3 "Caged Physical Collocation" is an individual enclosure (not including a top) for Collocator to install its telecommunications equipment within Collocator's dedicated collocation space.

1.4 "Cageless Physical Collocation" is a collocation arrangement that does not require the construction of a cage or similar structure or the creation of a separate entrance to the collocation space.

1.5 "Dedicated Collocation Space" means the space dedicated for the Collocator's physical collocation arrangement located within a SWBT Eligible Structure.

1.6 "Eligible Structure" means (1) a SWBT central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SWBT that houses its network facilities, or (3) a structure that houses SWBT transmission facility.

1.7 "Shared Physical Collocation Cage" is a caged dedicated collocation space that is shared by two or more collocators within a SWBT Eligible Structure.

2.0 PURPOSE AND SCOPE OF AGREEMENT

2.1 The Parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with any State commission, the Federal Communications Commission, any other regulatory body, any State or Federal Court, or in any other forum that SWBT has agreed or acquiesced that any piece of Collocator equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).

2.2 Nothing in this agreement requires SWBT to permit collocation of equipment used solely for switching (e.g. 5ESS, DMS 100, etc.) or solely to provide enhanced services; provided, however, that SWBT may not place any limitations on ability of Collocator to use all features, functions, and capabilities of collocated equipment including switching and routing features and functions and enhanced services functionalities if such equipment is necessary for access to UNEs or for interconnection with SWBT's network. SWBT may require Collocator's employees to undergo the same level of security training, or its equivalent, that SWBT's own employees, or third party contractors providing similar functions must undergo; provided that SWBT may not require Collocator's employees to receive such training from SWBT itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training.

2.3 **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 Collocator desires physical collocation 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.

2.4 **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 Collocator 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.

2.5 **Preparation Prior to Regulatory Approval** – Upon the written request of Collocator, SWBT shall consider an application for collocation space submitted prior to receiving the approval required by Section 2.3 hereof. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the consideration of an application for collocation

space. In the event that the Agreement does not become fully effective as contemplated by this Section, Collocator 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 Collocator, Collocator shall pay those costs within thirty (30) days of notice by SWBT.

2.6 Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space:

Number of Applications by One Collocator	Quotation Interval
1 - 5	35 Business Days
6 - 10	40 Business Days
11 - 15	45 Business Days

Should Collocator submit six (6) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

Collocator may obtain a shorter interval for the return of price quotes than that set forth above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize Collocator applications. Collocator has sixty-five (65) business days from receipt of the quotation to accept the quotation. The quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application, application fee, and engineering design charge are required.

2.7 SWBT will complete construction of all Active Central Office Switchroom Space requests for caged, shared, and cageless collocation in 90 days from the receipt of Collocator's acceptance of the quotation.

2.8 Unless otherwise mutually agreed to by the Parties in writing, where power does not exist or in Other Central Office Space, SWBT will complete construction of requests for caged, shared, or cageless collocation within 180 days from receipt of Collocator's acceptance of the quotation.

2.9 SWBT will provide Collocator reduced intervals for augments to interconnection and/or power arrangements into its existing physical collocation space. Collocator must submit to SWBT's Interexchange Carrier Service Center (ICSC) a completed application for a Subsequent Job. For the reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Application Fee. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for Collocator's point of termination. Unless mutually agreed to, reduced intervals for augments to interconnection and/or power arrangements, where sufficient power infrastructure is available,

shall be provided within (60) days after acceptance of the quote. Other augments requiring additional bay spaces, SWBT bays, SWBT cable racks, cage expansions and/or power requests that exceed existing power infrastructure, within Active Central Office space will have a construction interval mutually agreed upon between Collocator and SWBT, not to exceed 90 days.

2.10 Collocator must place operational telecommunications equipment in the Dedicated Collocation Space and connect with SWBT's network within sixty (60) days after receipt of such notice; provided, however, such 60-day period shall not begin until regulatory approval is obtained. If Collocator fails to do so, this Agreement is terminated except that Collocator shall be liable in an amount equal to the unpaid balance of the charges due. For purposes of this Section, Collocator's telecommunications equipment is considered to be operational and interconnected when connected to SWBT's network for the purpose of providing service.

3.0 GENERAL OFFERINGS

3.1 Except where physical collocation is not practical for technical reasons or because of space limitations, SWBT will provide physical collocation to Collocator for the purpose of interconnecting with SWBT's network or for obtaining access to SWBT's unbundled network elements pursuant to 47 U.S.C. 251(c). Physical collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder. SWBT's physical collocation offering includes the following:

3.1.1 **Caged Physical Collocation** – Collocator may apply for Caged Physical Collocation in increments of 50 square feet. SWBT will charge Collocator for the space it uses, the time and materials required to construct the "cage," and any other charges directly attributable to that carrier — such as dedicated conduit to and/or within the cage. . SWBT will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first collocator in a SWBT premise will not be responsible for the entire cost of site preparation. Each Caged Physical Collocation request will be provisioned with a Collocation Interconnect Power Panel (CIPP). The panel will reside in Collocator's assigned bays and the location will be determined by Collocator. The engineering, furnishing and installation of the CIPP will be the responsibility of SWBT and will be part of Collocator's cost. Any available physical collocation option will require and include a minimum of one collocation interconnection power panel (CIPP).

SWBT will allow Collocator to contract with other prospective collocators to share the caged Dedicated Collocation Space in a sublease type arrangement, provided the subleasing co-locator's equipment is also used for interconnection with SWBT's network and/or access to SWBT's unbundled network elements. In a sublease arrangement, the initial collocator(s) shall not charge a subleasing collocator more than the prorated share (based on square footage used exclusively or in common) of SWBT's monthly rates and nonrecurring charges to the initial collocator. Each collocator in a sublease arrangement may order SWBT unbundled network

elements to and provision service from the dedicated collocation space regardless of which collocator was the original collocator.

3.1.2 Shared Physical Collocation Cage – A shared collocation cage is a caged collocation space shared by two or more new entrant Collocators, who jointly and cooperatively submit related applications for the same cage, pursuant to terms and conditions agreed to by the Collocators. The Collocators may apply for Shared Physical Collocation Cage increments totaling 50 square feet. In those instances where SWBT receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SWBT may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In addition, SWBT must prorate the charge for site conditioning and preparation undertaken by SWBT to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to each party sharing the space based on the percentage of the total space of the shared cage utilized by the parties. The total of the collocators' combined floor space requirements must equal the total square footage of the shared cage. SWBT will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first collocator(s) in a SWBT premise will not be responsible for the entire cost of site preparation. If Collocator submits a unique request, then only Collocator will be charged for those costs directly attributable to Collocator.

If two or more requesting carriers have interconnection agreements with SWBT, SWBT will permit each requesting carrier to order unbundled network elements and provision service from shared collocation space, regardless of which requesting carrier was the original collocator. Each Collocator request will be provisioned with a Collocation Interconnect Power Panel (CIPP). The panel will reside in one of Collocator's assigned bays and the location shall be determined by Collocator. The engineering, furnishing and installation of the CIPP will be the responsibility of SWBT and will be part of Collocator's cost. Any available physical collocation option will require and include a minimum of one collocation interconnection power panel (CIPP).

3.1.3 Cageless Physical Collocation - Subject to technical feasibility and security requirements, SWBT will allow Collocator to collocate in any unused space (space that is vacant and does not contain SWBT equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space) in SWBT's Eligible Structure (central office), without requiring the construction of a cage or similar enclosure around Collocator's dedicated space, and without requiring the creation of a separate entrance to Collocator's dedicated space. SWBT will designate the space to be used for cageless collocation. SWBT may require Collocator to use a designated entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's or other collocating carriers' use, and once inside the building, SWBT must permit Collocator to have direct access to Collocator's equipment.

SWBT may not require Collocator to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to SWBT's network if technically feasible. In addition, SWBT may not require Collocator to collocate in a room or isolated space separate from SWBT's own equipment that only serves to increase the cost of collocation and decrease the amount of available collocation space. SWBT may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing SWBT equipment in its own cage, and other reasonable security measures as described herein. SWBT may utilize reasonable segregation requirements that do not impose unnecessary additional cost on Collocator.

SWBT must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in increments small enough to collocate a single relay rack, or bay, of equipment (10 square feet for standard equipment bays and 18 square feet for cabinetized equipment bays). SWBT will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first collocator in a SWBT premise will not be responsible for the entire cost of site preparation.

Each Collocator request will be provisioned with a Collocation Interconnect Power Panel (CIPP). The panel will reside in one of Collocator's assigned bays and the location shall be determined by Collocator. The engineering, furnishing and installation of the CIPP will be the responsibility of SWBT and will be part of Collocator's cost. Any available physical collocation option will require and include a minimum of one Collocation Interconnection Power Panel (CIPP).

3.1.4 Adjacent Space Collocation – When space is legitimately exhausted inside a SWBT Eligible Structure, SWBT will permit Collocator to physically collocate in adjacent controlled environmental vaults or similar structures (e.g. used by SWBT to house telecommunications equipment) to the extent technically feasible. SWBT will permit Collocator to construct or otherwise procure such adjacent structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and SWBT's right to exercise reasonable control over the design, construction, and placement of such adjacent structures. SWBT will allow the Collocator to provide equipment installed within the Adjacent Structure. Collocator will be responsible for securing the required licenses and permits, the required site preparations, and retain responsibility for building and site maintenance associated with placing the adjacent structure. SWBT will be allowed to reserve reasonable amounts of space adjacent to its premises needed to expand its premises to meet building growth requirements. SWBT reserves the right to assign the location of the designated space where the adjacent structure will be placed.

SWBT will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists and 200 AMPS of DC power to the adjacent structure up to 200 cable feet from the Central Office power source. When power requirements are outside of these office capacity and distance limitations, SWBT will treat the requirements as a unique request and coordinate a mutually agreeable solution for provisioning

power with Collocator. At its option, Collocator may choose to provide its own AC and DC power the adjacent structure. SWBT will provide power and physical collocation services and facilities to such adjacent structures, subject to the same nondiscrimination requirements as other collocation arrangements in this Agreement.

3.1.5 All other requests for physical collocation will be analyzed on a case-by-case basis. When Collocator requests a particular collocation arrangement, Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any LEC with a substantially similar network has deployed such collocation arrangement in any incumbent LEC premises. If SWBT refuses to provide a collocation arrangement, or an equally cost-effective arrangement, SWBT may do so if it rebuts the presumption before the state commission that the particular premise in question cannot support the arrangement because of either technical reasons or lacks of space.

3.2 **Interconnection Arrangement** - SWBT shall provide, at the request of Collocator, the connection between Collocator's optional POT frame or equipment bay and the SWBT network. The connection cannot be provided by Collocator. Collocator will not be permitted access to the SWBT Main Distribution Frame or Intermediate Distribution Frame. If regeneration equipment is required, for any reason, it will be at Collocator's expense. Interconnection Arrangements options are as follows: DS1 Arrangement, DS3 Arrangement, Copper Cable Arrangement, Shielded Cable Arrangement, and Fiber Arrangement.

3.3 SWBT shall provide, at the request of Collocator, the connection between the equipment in the collocated spaces of two or more telecommunications carriers. Available connections include copper cable, coaxial cable, and fiber optic cable.

3.4 Within a contiguous area within the Eligible Structure, SWBT shall permit Collocator to connect its equipment with that of another collocated telecommunications carriers within the same Eligible Structure provided that the collocated equipment is also used for interconnection with SWBT or for access to SWBT's unbundled network elements. Collocator will not be permitted to place cable over SWBT's switches or other critical equipment. SWBT will designate the space to be used for such facilities. SWBT shall permit Collocator to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that SWBT imposes on its own equipment and facilities, without requiring the collocator to purchase any equipment or connecting facilities solely from SWBT.

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 necessary construction and perform the cable pull on a time and materials basis. At no time will Collocator be allowed access to any portion of the central office other than the collocation area — except for reasonable access to restrooms and parking lots where available. SWBT will not make the

physical connection with Collocator's equipment, SWBT will not accept any liability for the cable or the connections and SWBT will not maintain any records concerning these connections.

3.5 SWBT shall permit Collocator to place its own connecting transmission facilities within SWBT's Eligible Structure in the physical collocation space, without requiring the collocator to purchase any equipment or connecting facilities solely from SWBT, subject to reasonable safety limitations. Collocator shall not have access to SWBT's Main Distribution Frame and/or Intermediate Distribution Frame. As provided herein, SWBT may require reasonable security arrangements to protect its equipment and ensure network reliability. Except as provided below, SWBT may only impose security arrangements that are as stringent as the security arrangements that SWBT maintains at its own premises for its own employees or authorized contractors. SWBT must allow Collocator to access its installed physical collocation equipment 24 hours a day, seven days a week, in central offices without requiring either a security escort of any kind or delaying a Collocator's employees' entry into SWBT's central office. Reasonable security measures that SWBT may adopt include, but are not limited to, the following:

- A. Installing security cameras or other monitoring systems; or
- B. Requiring Collocator personnel to use badges with computerized tracking systems; or
- C. Requiring Collocator employees to undergo the same level of security training, or its equivalent, that SWBT's own employees, or third party contractors providing similar functions, must undergo; provided, however, that SWBT may not require Collocator employees to receive such training from SWBT itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training.
- D. SWBT may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.

3.6 **Relocation** – In the event SWBT determines it necessary for Dedicated Collocation Space to be moved within the Eligible Structure in which the Dedicated Collocation Space is located or to another Eligible Structure, Collocator is required to do so. 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 dedicated collocation space or eligible structure uneconomical in SWBT's sole judgment, Collocator shall be responsible for the cost of preparing the new dedicated collocation space at the new location. Otherwise SWBT shall be responsible for any such preparation costs.

In the event that Collocator requests that the Dedicated Collocation Space be moved within the SWBT Eligible Structure or to another Eligible Structure, SWBT shall permit Collocator to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the

move, including the reinstallation of its equipment and facilities and the preparation of the new Dedicated Collocation Space and the new wire center as applicable.

4.0 SPACE AVAILABILITY

4.1 At the request of Collocator, SWBT will provide space for physical collocation as described above. SWBT is not required to provide physical collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, SWBT will provide Adjacent Structure Collocation as described above or Virtual Collocation, except at points where SWBT proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, SWBT will make a good faith effort to provide other methods of interconnection and access to unbundled network elements to the extent technically feasible.

4.2 The determination whether there is sufficient space to accommodate physical collocation at a particular Eligible Structure will be made initially by SWBT. SWBT will notify Collocator within ten (10) days of submission of a completed Application for physical collocation by Collocator as to whether its request for space is been granted or denied due to a lack of space. When space for physical collocation in a particular eligible structure is not available, SWBT shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date Collocator submitted its application for physical collocation in that Eligible Structure.

4.3 If SWBT contends space for physical collocation is not available in premises, SWBT must also allow Collocator to tour the entire central office or other eligible structure in question, not just the area in which space was denied, without charge, within ten days of the receipt of SWBT's denial of space. If Collocator disputes SWBT's determination, Collocator can elect a review to be made by a mutually agreed to third party engineer, under a non-disclosure agreement. All costs of the third-party inspection, including but not limited to all payments to the third-party engineer in connection with the inspection, shall be shared equally by SWBT and Collocator. The engineer shall take into consideration SWBT's planned use for the eligible structure under review.

4.4 Within ten (10) days of Collocator submitting a request to SWBT for physical collocation, if SWBT finds that it must deny the request, SWBT must file its response, under seal, with the Commission. The response includes the following information:

- A. Central Office Common Language Identifier, where applicable;
- B. The identity of the requesting Collocator, including amount of space sought by Collocator;
- C. Total amount of space at the premises;

- D. Floor plans including measurements of the SWBT's premises, showing:
 - 1. Space housing SWBT network equipment or administrative offices;
 - 2. Space housing unused obsolete equipment, if any;
 - 3. Space which does not currently house SWBT equipment or administrative offices but is reserved by SWBT for future use;
 - 4. Space occupied by collocators for the purpose of network interconnection or access to unbundled network elements;
 - 5. Space, if any, occupied by third parties for other purposes;
 - 6. Remaining space, if any.
- E. Identification of turnaround space for the switch or other equipment, if any;
- F. Central office rearrangement/expansion plans, if any and
- G. Description of other plans, if any, that may relieve space exhaustion.

4.5 SWBT will maintain a publicly available document, posted for viewing on SWBT's Internet site, indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space.

4.6 Upon request, SWBT must submit to the requesting carrier within ten days of the submission of the request a report indicating the available collocation space in a particular SWBT premises. Collocator may request a report by submitting a completed Collocation Space Availability Report Request with the required fees for the requested report(s). This report must specify the amount of collocation space available at each requested premises, the number of collocators, and any modifications in the use of the space since the last report. This report must also include measures that SWBT is taking to make additional space available for collocation. For more than 20 requests at once from Collocator regarding offices where there is no current collocation or collocation forecasted, SWBT will provide the additional information on a scheduled basis of ten additional offices every ten days.

4.7 In any Central Office in which all options for physical collocation offered by SWBT have been exhausted, SWBT shall not be permitted to provide additional space in that Central Office for any of its affiliates.

4.8 SWBT is not required to lease or construct additional space to provide for physical collocation when existing space has been exhausted. Moreover, SWBT is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space

to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for physical collocation or a subsequent request for more space in an Eligible Structure. SWBT and Collocator shall not unreasonably warehouse forecasted space.

4.9 To the extent possible, SWBT will make contiguous space available to Collocator if Collocator seeks to expand an existing physical collocation arrangement and such request meets SWBT's non-discriminatory practices regarding efficient space utilization.

4.10 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, SWBT will take into account future demand based upon its knowledge of Collocator demand for Collocation.

4.11 SWBT may retain a limited amount of floor space for SWBT's own specific future uses for a time period on terms no more favorable to SWBT for like equipment than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), if any, and/or otherwise permitted or directed by applicable rule or order, SWBT will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless SWBT proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, SWBT and Collocator will attempt to reach a mutually agreeable alternative method of interconnection.

4.12 SWBT shall, upon space exhaustion and reasonable request by Collocator, remove obsolete unused equipment from their premises if necessary to make space available for collocation.

4.13 SWBT may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Interconnection Order; provided, however, that SWBT shall not set a maximum space limitation on Collocator unless SWBT proves to the Commission that space constraints make such restrictions necessary.

5.0 DENIAL OF COLLOCATION EQUIPMENT

5.1 SWBT shall permit the collocation of any type of equipment necessary ("used or useful") for interconnection or access to unbundled network elements. SWBT may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SWBT applies to its own equipment. SWBT may not object to the collocation of equipment on the ground that the equipment fails to comply with any requirement contained in TP 76200MP other than those included in Level One standards. If SWBT denies collocation of Collocator

equipment, citing non-compliance to one or more TP 76200MP Level One requirements, SWBT must provide to the Collocator within five business days of the denial a list of all network equipment that SWBT has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds TP 76200MP Level One requirements.

5.2 SWBT is not required to permit collocation of equipment that is not necessary for either access to UNEs or for interconnection with SWBT, nor such as equipment used exclusively for switching or for enhanced services. Nothing in this Agreement requires SWBT to permit collocation of equipment used solely for switching or solely to provide enhanced services; provided, however, that SWBT may not place any limitations on the ability of Collocator to use all the features, functions, and capabilities of equipment collocated, including, but not limited to, switching and routing features and functions and enhanced services functionalities.

6.0 DEDICATED COLLOCATION SPACE CHARGES

6.1 For each Eligible Structure in which Collocator desires to physically collocate equipment, Collocator must submit a Physical Collocation Application with the applicable Engineering Design Charge and/or application fee. A copy of the Physical Collocation Application may be obtained from your Collocation Services account manager. The Physical Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.

6.2 SWBT will contract for and perform the construction and preparation activities underlying the Preparation Charge, including, any Custom Work charges, using same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure. Applicable recurring charges will be included in the price quote.

6.3 **Recurring charges** - Collocator shall pay to SWBT a per month for use of the Dedicated Collocation Space. The recurring monthly charges for each Dedicated Collocation Space shall stay fixed for the term of this agreement and may be modified upon renegotiation of the Interconnection Agreement

6.4 Collocator shall pay its proportionate share of any reasonable security arrangements SWBT employs to protect SWBT's equipment and ensure network reliability as outlined in section 3.5.

6.5 **Payment of Preparation Charge** - Prior to any obligation on SWBT to start any preparation of the Dedicated collocation space, Collocator shall pay SWBT fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder

of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.

6.6 Occupancy Conditioned on Payment - SWBT shall not permit Collocator to have access to the dedicated collocation space for any purpose other than inspection during construction of Collocator's dedicated physical collocation space until SWBT is in receipt of complete payment of the Preparation Charge and any Custom Work charges.

6.7 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after SWBT has begun preparation of the dedicated collocation space 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 Collocator 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; 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.

6.8 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 dedicated collocation space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

6.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date SWBT made the Dedicated Collocation Space available to Collocator.

6.10 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 Collocator.

6.11 Charges for interconnection shall be as set forth in any interconnection agreement between SWBT and Collocator and any applicable tariffs.

7.0 USE OF DEDICATED COLLOCATION SPACE

7.1 Nature of Use - The dedicated collocation space is to be used by Collocator for purposes of collocating equipment and facilities within SWBT's Eligible Structure for interconnection with SWBT's network, pursuant to 47 U.S.C. 251(c)(2), and for obtaining access to SWBT's unbundled network elements, pursuant to 47 U.S.C. 251 (c)(3). Consistent with the nature of the Eligible Structure and the environment of the dedicated collocation space, Collocator shall not use the dedicated collocation space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the eligible structure or on the grounds surrounding the Building.

7.2 Collocator shall not have access to SWBT's Main Distribution Frame or Intermediate Distribution Frame, DSXs, DCS, or any other SWBT equipment or facilities not specifically designated by SWBT for Collocator access.

7.3 **Fiber Entrances** – Collocator shall use a single mode dielectric fiber optic cable as a transmission medium to the dedicated collocation space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.

7.4 **Demarcation Point** – SWBT shall designate the point(s) of termination within the eligible structure as the point(s) of physical demarcation between Collocator'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.

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

7.6 **Threat to Network or Facilities** – Regarding safety and network security, Collocator equipment or operating practices representing a significant demonstrable technical threat to SWBT's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

7.7 **Interference or Impairment** – Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the dedicated collocation space shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Building; create hazards for or cause damage to those facilities, the dedicated collocation space, 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.

7.8 **Personalty and its Removal** – Subject to this Article, Collocator may place or install in or on the dedicated collocation space such fixtures and equipment as it shall deem necessary for the conduct of business. Personal property, fixtures and equipment placed by Collocator in the dedicated collocation space shall not become a part of the dedicated collocation space, even if nailed, screwed or otherwise fastened to the dedicated collocation space, but shall retain their status as personality and may be removed by Collocator at any time. Any damage caused to the

dedicated collocation space by the removal of such property shall be promptly repaired by Collocator at its expense.

7.9 Alterations – In no case shall Collocator or any person purporting to be acting through or on behalf of Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the dedicated collocation space or the Eligible Structure without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that SWBT shall have the right to reject or modify any such request. The cost of any such construction shall be paid by Collocator in accordance with SWBT's then-standard custom work order process.

7.10 Minimum Standards – This Agreement and the physical collocation provided hereunder is made available subject to and in accordance with the SBC Technical Publication 76200MP Level 1 requirements (ii) SWBT's Interconnector's Collocation Service Handbook for Physical Collocation dated June 1, 1999, as may be amended from time to time; (iii) SBC Technical Publication 76300MP, 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. Collocator shall strictly observe and abide by each.

7.11 Revisions – Any revision to SWBT's Interconnector's Collocation Service Handbook, its Technical Publication 76300MP, any other Technical Publication specified within the Interconnector's Collocation Services Handbook, 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 dedicated collocation space or to comply with statutory and/or regulatory requirements shall become effective immediately.

7.12 Compliance Certification – Collocator warrants and represents that all equipment or facilities placed in an Eligible Structure shall be in compliance with SBC TP76200MP Level 1 requirements.

7.13 Power – Unless otherwise expressly agreed in writing, SWBT will provide for all AC and DC power requirements in the eligible structure. Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example, rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and SWBT's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to SWBT's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. All necessary Power will be supplied on a timely basis. A physical collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to Collocator. The use of at least one Collocation Interconnect Power Panel (CIPP) will be required

with each application. This panel will provide a location for DC power terminations in all physical collocation arrangements. This panel will reside within one of Collocator's equipment bays within their designated space.

8.0 RESPONSIBILITIES OF COLLOCATOR

8.1 Contact Number – Collocator is responsible for providing to SWBT personnel a contact number for Collocator's technical personnel who are readily accessible 24 hours a day, 7 days a week.

8.2 Trouble Status Reports – Collocator is responsible for providing trouble report status when requested by SWBT.

8.3 Optical Fiber Extension – Collocator 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 Collocator-provided cable through the cable vault to the dedicated collocation space.

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

8.5 Removal – Collocator is responsible for removing any equipment, property or other items that it brings into the dedicated collocation space or any other part of the Building. If Collocator fails to remove any equipment, property, or other items from the dedicated collocation space within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge Collocator 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, Collocator shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.

8.6 Collocator's Equipment and Facilities – Collocator is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities placed by Collocator in the dedicated collocation space. Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the dedicated collocation space:

- A. Its fiber optic cable(s);
- B. Its equipment;
- C. Optional point of termination cross connects in its dedicated collocation space or the optional POT Frame/cabinet located in the collocation common area except if on SWBT's equipment.

- D. Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's dedicated collocation space or in the optional POT frame located in the collocation common area if and as required; and
- E. The connection cable and associated equipment which may be required within Collocator's dedicated collocation space or in the optional POT frame/cabinet located in the collocation common area to the point(s) of termination of that cable within Collocator's dedicated space.
- F. Any power cables required beyond the SWBT provided Collocation Interconnection Power Panel (CIPP) to Collocator's equipment. SWBT must always engineer, furnish and install the Collocation Interconnect Power Panel (CIPP) within Collocator-provided equipment bay, the associated power cables to the CIPP from the SWBT provided power distribution source and terminate and test the power cables. The CIPP will be placed within Collocator-provided equipment bay in a location within the bay as designated by Collocator.

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

8.7 Verbal Notifications Required – Collocator 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.

8.8 Service Coordination – Collocator is responsible for coordinating with SWBT to ensure that services are installed in accordance with the service request.

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

9.0 VIRTUAL COLLOCATION

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

10.0 CASUALTY LOSS

10.1 Damage to dedicated collocation space - If the dedicated collocation space are damaged by fire or other casualty, and

- A. The dedicated collocation space 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
- B. The dedicated collocation space 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 dedicated collocation space at its expense (as hereafter limited) and rent shall be proportionately abated while Collocator was deprived of the use. If the dedicated collocation space cannot be repaired within ninety (90) days, or SWBT opts not to rebuild, then this Agreement shall (upon notice to Collocator 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 dedicated collocation space shall be limited to repairing, restoring and rebuilding the dedicated collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by SWBT on request of Collocator; or any fixture or other equipment installed in the dedicated collocation space by Collocator or by SWBT on request of Collocator.

10.2 Damage to Building – In the event that the eligible structure 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 dedicated collocation space may be unaffected thereby, SWBT, at its option, may terminate this Agreement by giving Collocator ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

11.0 RE-ENTRY

11.1 If Collocator shall default in performance of any agreement herein, and the default shall continue for thirty (30) days after receipt of written notice, or if Collocator 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 dedicated collocation space, expel Collocator and any claiming under Collocator, remove Collocator'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 Collocator at any time thereafter.

12.0 LIMITATION OF LIABILITY

12.1 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 Collocator 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 Collocator or which arise in connection with the use of Collocator-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon SWBT.

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

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

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

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

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

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

- A. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
- B. Claims for patent infringement arising from the customer's acts combining or using the service furnished by SWBT in connection with facilities or equipment furnished by the customer; or

- C. All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Agreement.

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

13.0 INDEMNIFICATION OF SWBT

13.1 In addition to any other provision hereof, Collocator agrees to indemnify, defend and save harmless SWBT (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney’s fees or other expenses of any kind, arising in connection with Collocator’s use of the dedicated collocation space, conduct of its business or any activity, in or about the dedicated collocation space, performance of any terms of this Agreement, or any act or omission of Collocator (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees). Defense of any claim shall be reasonably satisfactory to SWBT.

14.0 LIMITATION OF ACTIONS; DISPUTE RESOLUTION

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

14.2 Alternative to Litigation – The parties desire to resolve disputes arising in connection with this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising from or relating to this Agreement.

14.3 Resolution of Disputes Between Parties – At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and

conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may use other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement, exempt from discovery and production, shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

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

- A. Interrogatories
- B. Demands to produce documents
- C. Requests for admission

Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in _____, _____. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

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

15.0 NOTICES

15.1 Except as may be specifically permitted in this Agreement, any notice, demand, or payment required or desired to be given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage

prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to SWBT: Account Manager - Collocation
Four Bell Plaza, 9th Floor
311 S. Akard St.
Dallas, TX 75202-5398

If to Collocator: Richard Petty
Vice President, Regulatory
707 Spirit 40 Park Drive
Suite 120
Chesterfield, MO 63005

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

16.0 COMPLIANCE WITH LAWS

16.1 Collocator and all persons acting through or on behalf of Collocator shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable Executive, federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

17.0 OSHA STATEMENT

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

18.0 INSURANCE

18.1 Coverage Requirements – Collocator shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance rating

of A+VII or better, and which is authorized to do business in the jurisdiction in which the dedicated collocation space are located. SWBT shall be named as an ADDITIONAL INSURED on general liability policy.

- A. Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of \$1,000,000. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.
- B. If use of an automobile is required or if Collocator is provided or otherwise allowed parking space by SWBT in connection with this Agreement, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. Collocator hereby waives any rights of recovery against SWBT for damage to Collocator's vehicles while on the grounds of the eligible structure and Collocator will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of Collocator's employees, contractors, invitees, licensees or agents.
- C. Workers' Compensation insurance with benefits afforded in accordance with the laws of the state in which the space is to be provided.
- D. Employer's Liability insurance with minimum limits of \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease per employee and \$500,000 for bodily injury by disease policy aggregate.
- E. Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
- F. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the eligible structure or the dedicated collocation space. Collocator releases SWBT from and waives any and all right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the instance of Collocator by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives. Property

insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of Collocator against SWBT for damage to Collocator's fixtures or personal property are hereby waived.

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

18.2 Coverage Increases – The limits set forth in Section 18.1 may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT buildings.

18.3 Primary Coverage – All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

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

18.5 Supporting Documentation – Collocator shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Agreement. Collocator shall arrange for SWBT to receive thirty (30) days advance written notice from Collocator's insurance company (ies) of cancellation, non-renewal or substantial alteration of its terms.

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

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

19.0 SWBT's RIGHT OF ACCESS

19.1 SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter the collocation area of the SWBT dedicated collocation space at any reasonable time to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the collocation area dedicated collocation space for purpose of averting any threat of harm imposed by Collocator or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the dedicated collocation space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

20.0 MISCELLANEOUS

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

20.2 Governing Law – This Agreement shall be governed by the laws of the State in which the dedicated collocation space is located, without regard to the choice of law principles thereof.

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

20.4 Future Negotiations – SWBT may refuse requests for space in an Eligible structure if Collocator is in material breach of this Agreement, including having any past due charges hereunder. In any and each such event, Collocator hereby releases and holds SWBT harmless from any duty to negotiate with Collocator or any of its affiliates for any additional space or physical collocation.

20.5 Severability – With the exception of the requirements, obligations, and rights set forth in this Appendix, if any of the provisions herein are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of SWBT and Collocator shall be construed accordingly.

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

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

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

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

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

20.11 Waiver of Obligations

- A. Whenever this Agreement requires the consent of a party, any request for such consent shall be in writing.
- B. Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by SWBT to exercise any right, power or option, whether of the same, similar or different nature, with respect to one or more other collocators.

20.12 Rights of Review with Remedies – The parties acknowledge and agree that the rates, terms, and conditions set forth in this Amendment, including among others those above relating to cageless collocation, are subject to any legal or equitable rights of review and remedies (including, but not limited to, the need to renegotiate this Amendment if any agency reconsideration and/or court review results in changes in FCC 99-48).

20.13 Rights Cumulative – The rights of a party hereunder are cumulative and no exercise or enforcement by such party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.

20.14 Binding Effect – This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

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

be reasonable. In any such event, Collocator's authorized agents and contractors will comply with the Emergency Operating Procedures established by SWBT.

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

20.17 Successors Bound – The conditions and agreements contained herein shall bind and inure to the benefit of SWBT, Collocator and their respective successors and, except as otherwise provided herein, assigns.

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

20.19 Non-Exclusive Remedies – No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

20.20 Assignment – Collocator shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the dedicated collocation space by any other person or entity, without the prior written consent of SWBT which shall not be unreasonable withheld. Any purported assignment or transfer made without such consent shall be voidable at the option of SWBT including subleased or shared caged physical collocation arrangements.

21.0 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes

in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____

Title: _____

Interconnector: OMNIPLEX COMMUNICATIONS GROUP, LLC

By: _____

Title: _____

APPENDIX COLLOCATION

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APPENDIX COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SWBT-T** agrees to provide Collocation for CLEC.

2. GENERAL OFFERING

- 2.1 Collocation is made available to CLEC's pursuant to Texas commission-ordered Local Access Service Tariff.

APPENDIX COMPENSATION

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APPENDIX COMPENSATION

1. INTRODUCTION

- 1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and Southwestern Bell Telephone Company (**SWBT**) will be classified as either Local Traffic, Transit Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, FGA Traffic, or Cellular Traffic.
- 1.2 The compensation arrangement for terminating calls from a cellular provider (as defined in Appendix Wireless) to CLEC or **SWBT** End Users is set forth in Appendix Wireless, attached hereto and incorporated by reference. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated by reference. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or, unless otherwise provided in this Agreement, over unbundled network elements. The provisions of this Appendix do not apply to traffic originated over services provided under local resale services.
- 1.3 As used herein, **SWBT** means the above listed ILEC doing business in Missouri, Kansas, Oklahoma, Arkansas, and Texas.
- 1.4 As used herein, **SWBT-T** means the above listed ILEC doing business in Texas.

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

- 2.1 This Section 2 prescribes parameters for traffic exchange trunk groups the Parties shall establish over the Interconnections specified in Appendix NIM. The Parties shall allow for the traffic exchange trunk groups specified in this Appendix and in Appendix ITR.
- 2.2 Local exchange traffic and intraLATA Toll Traffic will be transported between the parties via the LOCAL Interconnection Trunk group as defined in Appendix ITR.
- 2.3 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's End Office or tandem in accordance with the serving arrangements defined in the LERG Common Language Location Identifier (CLLI) Code.

- 2.4 Where the Parties deliver over the Local Interconnection Trunk Group(s) miscellaneous calls (e.g., time, weather, NPA-555, Mass Calling Codes) destined for each other, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG Common Language Location Identifier Code.
- 2.5 N11 codes (e.g. the digits 4-1-1, 6-1-1, 8-1-1, & 9-1-1) shall not be sent between CLEC's and SWBT's network over the Local Interconnection Trunk Group.
- 2.6 For purposes of compensation under this Agreement, the traffic traded between CLEC and SWBT will be classified as either Local Traffic, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. The Parties agree that Transit Traffic is defined as Local Traffic that has been delivered to SWBT's Tandem from a 3rd Party for delivery to another 3rd Party's network. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications Services to its End Users.
- 2.7 Calls originated by one Party's End Users and terminated to the other Party's End Users will be classified as "Local Traffic" for purposes of intercompany compensation, is circuit switched traffic where the call: (i) originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes."
- 2.8 SWBT shall deliver all traffic destined to terminate at CLEC's End Office in accordance with the serving arrangements defined in the LERG Common Language Location Identifier (CLLI) code, except SWBT will not deliver calls destined to CLEC End Office(s) via another LEC's or CLEC's tandem.
- 2.9 SWBT shall terminate traffic from third-Party LECs, CLECs, or Commercial Mobile Radio Services Provider (CMRS) delivered to SWBT's network through CLEC's switch utilizing tandem functions. Prior to the routing of such traffic for the first time, the Parties agree to negotiate the issues of network capacity and forecasting caused by such termination. Thereafter, the Parties will agree to mutually review network capacity and forecasting caused by such termination. The Parties shall conduct such negotiations in good faith and shall not unreasonably withhold consent to the routing of such traffic.
- 2.10 SWBT shall complete traffic delivered from CLEC destined to third-Party LECs, CLECs or CMRS in the LATA, when these third parties subtend SWBT's

tandem(s). (Transit Traffic) **SWBT** shall have no responsibility to ensure that any third Party LEC, CLEC or WSP will accept such traffic. CLEC will be responsible for the payment of any applicable reciprocal compensation charges due the 3rd Party that terminates this traffic.

- 2.11 The parties agree that traffic bound for Internet Service Providers is not subject to local reciprocal compensation under the terms of this Agreement. Instead, such traffic is subject to Meet Point Billing (MPB) pursuant to which **SWBT** and CLEC shall recover their costs of terminating such traffic through their respective charges to their customers in accordance with any applicable regulatory requirements. However, in the event the FCC or CPUC rules that local reciprocal compensation is required for any such traffic, the parties shall negotiate a modification to this Agreement to incorporate such ruling on a prospective basis, including the appropriate rate of any such compensation, subject to any appeals.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 3.2 Each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the originating Calling Party Number (CPN).
- 3.3 If the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information.
- 3.4 For purposes of reciprocal compensation, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 3.5 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-Frequency (MF) signaling, and Automatic Number Identification (ANI) will be sent either from the originating Party's end office switch to the terminating Party's tandem or end office switch.
- 3.6 Where one Party is passing CPN but the other Party is not properly receiving information, the Parties will cooperatively work to correctly rate the traffic.

- 3.7 Other than for traffic described in Section 7 below, each Party will deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule as follows:
- 3.7.1 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP), previously provided by SWBT to CLEC.
- 3.8 Where CLEC has direct/high usage trunks to a SWBT end office with overflow trunking through a SWBT tandem, billing for the Tandem Traffic will be calculated as follows:
- 3.8.1 Total Originating MOUs Recorded By CLEC
Less Direct End Office Terminating MOUs Recorded By SWBT
Equals Total MOUs To Be Compensated As Tandem Traffic
- 3.8.2 Where CLEC has direct/high usage trunks to a third party with overflow trunking through a SWBT tandem, CLEC must differentiate the originating MOU records for the Parties to ascertain how many MOUs should be compensated as Transit Traffic. If CLEC is unable to so differentiate the originating MOU records, the Parties shall mutually agree upon a surrogate method for calculating Transit Traffic charges owed to SWBT.
- 3.9 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 3.10 Each Party will transmit the summarized originating MOU to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 3.11 Bills rendered by either Party will be paid within thirty (30) calendar days of receipt subject to subsequent audit verification.
- 3.12 MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 3.13 Each Party will multiply the tandem routed and end office routed terminating MOUs by the appropriate rate contained in this Section to determine the total monthly billing to each Party.
- 3.14 Bill and Keep will be the reciprocal compensation arrangement for the first nine (9) months after the date upon which the first commercial call is terminated

between SWBT and CLEC in Texas. The reciprocal compensation rates as adopted herein apply to calls that originate and terminate within the mandatory single or multiexchange local calling area of SWBT including the mandatory EAS areas served by SWBT. Bill and Keep applies only to Local Traffic and does not include Transit nor Optional Calling Area Traffic.

- 3.15 At a minimum, in those Exchange Areas where CLEC intends to provide local exchange service, CLEC will obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable CLEC and SWBT to identify the jurisdictional nature of traffic for intercompany compensation. This is independent of any retail service arrangement established by either CLEC or SWBT.
- 3.16 The Parties agree to the measuring and billing procedures in Section 3 of this Agreement.
- 3.17 Each Party represents that it shall not send Local Calls to the other Party that is destined for the network of a third Party unless and until such Party has the authority to exchange traffic with the third Party.

4. LOCAL TRAFFIC COMPENSATION

- 4.1 The Section discusses how Compensation will apply to Local Traffic as defined in Section 2.7 of this Appendix.
- 4.2 Applicability of Rates
 - 4.2.1 The rates, terms, conditions in this Section 4 apply only to the termination of Local Traffic, unless otherwise noted in this Appendix.
 - 4.2.2 Parties agree to compensate each other for the termination of Local Traffic on a minute of use (MOU) basis.
- 4.3 Tandem Served Rate Element
 - 4.3.1 A Tandem Served rate element is applicable to Tandem Routed Local Traffic on a terminating local MOU basis and includes compensation for the sub-elements (includes Tandem Switching, Common Transport and Local Switching) below.

4.3.2 Tandem Switching - compensation for the use of tandem switching functions.

4.3.2.1 MOU

4.3.3 Common Transport- compensation for the transmission facilities between the local tandem and the End Offices subtending that tandem.

4.3.3.1 Fixed Mileage and

4.3.3.2 Variable Mileage

4.3.4 Local Switching- compensation for End Office switching and line terminations functions necessary to complete the transmission.

4.3.4.1 MOU

4.4 End Office Served Rate Element

4.4.1 The End Office Served rate element applies to direct-routed Local Traffic on a terminating local MOU basis and includes compensation for End Office Switching. This includes direct-routed Local Traffic that terminates to offices that have combined tandem and End Office functions.

4.4.2 Local Switching- compensation for End Office switching and line terminations functions necessary to complete the transmission.

4.4.2.1 MOU

4.5 The Prices for the rate elements described herein are set forth in Appendix Pricing of this Agreement.

4.6 Transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to the end office switch.

5. TRANSIT TRAFFIC COMPENSATION

5.1 Transit Traffic allows one Party to send traffic to a third party network through the other Party's tandem. A Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. The two categories

of Transit Traffic are: Local, and Optional Area. The following details when each element applies:

- 5.1.1 The Local Transit Traffic rate element applies when both the originating and terminating End Users are within SWBT local and mandatory exchanges.
- 5.1.2 The Optional Area Transit Traffic rate element applies when one End User is in a SWBT optional exchange and the other End User is within the SWBT local or mandatory exchanges. SWBT will provide a list of optional calling areas upon request by CLEC. The Parties agree also to apply the Optional Area Transit rate to traffic terminating to third party incumbent LECs that share a common mandatory local calling area with all SWBT exchanges included in a specific metropolitan exchange area. SWBT will provide a list of optional calling areas upon request by CLEC.
- 5.2 The Parties acknowledge that traffic originated in third party incumbent LEC mandatory exchange areas may traverse the SWBT tandem and terminate in other third party LEC exchange areas. SWBT will provide a list of optional calling areas upon request by CLEC. Although direct connections could be used for this traffic, SWBT agrees to transit this traffic for the rate of \$0.006 per MOU if the other LEC exchanges share a common mandatory local calling area with all SWBT exchanges included in a specific exchange area.
- 5.3 All other traffic which transits a tandem shall be treated as Meet-Point Billing Traffic as described herein or as intraLATA interexchange traffic as described in herein, unless otherwise agreed.
- 5.4 The Parties agree to enter into their own agreement with third party telecommunications carrier. In the event one party originates traffic that transits the second Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interchange agreement, then the originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses.

6. INTRALATA INTEREXCHANGE TRAFFIC COMPENSATION

- 6.1 Optional Calling Area Compensation (OCA) - For the SWBT optional calling areas the compensation for termination of intercompany traffic will be at a rate per MOU as set forth in Appendix Pricing (see Optional Calling MOU rate). This terminating compensation rate applies to all traffic to and from the exchange(s) and the associated metropolitan area. SWBT will provide a list of optional calling

areas upon request from CLEC. This rate is independent of any retail service arrangement established by either Party.

- 6.2 The Parties also agree to apply the OCA compensation rate per MOU as set forth in the Appendix Pricing (see Independent Optional Calling rate) for traffic terminating to CLEC End Users in other incumbent LEC exchange that share a common mandatory local calling area with all SWBT exchanges that are included in the metropolitan exchange area. SWBT will provide a list of optional calling areas upon request from CLEC. This rate is independent of any retail service arrangement established by either Party to their respective End Users.
- 6.3 For intrastate intraLATA interexchange service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's Intrastate Access Service Tariff, not to exceed SWBT's Intrastate Access Services Tariff. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, not to exceed SWBT's Interstate Access Services Tariff.
- 6.4 For interLATA traffic and intraLATA traffic, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.

7. ORIGINATION AND TERMINATION OF SWITCHED ACCESS SERVICE TRAFFIC TO OR FROM AN IXC AND/OR ESP (MEET-POINT BILLING (MPB) ARRANGEMENTS COMPENSATION

- 7.1 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via SWBT's Access Tandem switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's (OBF's) MECOD and MECAB documents.
- 7.2 Billing to IXCs and ESPs for the Switched Exchange Access Services jointly provided by the Parties via Meet-Point Billing arrangement shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purpose of this Agreement, CLEC is the Initial Billing Company (IBC) and SWBT is the Subsequent Billing Company (SBC).

- 7.3 The assignment of revenues, by rate element and the Meet-Point Billing percentages applicable to this Agreement as documented in FCC 4. The actual rate values for each element shall be the rates contained in that Party's own applicable access tariffs. The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 7.4 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third Parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Arrangement. Each Party reserves the right to charge the other Party for the recording/processing functions it performs pursuant to the terms and conditions of Appendix Recording attached hereto and incorporated by reference. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
- 7.5 Billing to IXC and ESPs for the Switched Access Services jointly provided by the parties via the MPB arrangement will be according to the multiple bill single tariff method, as described in the MECAB document. Each Party will render a bill to the IXC and ESPs in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC and ESPs. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.
- 7.6 Meet-Point Billing shall also apply to all jointly provided MOU traffic bearing the 900, 800, and 888 NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When SWBT performs 800 database queries, SWBT will charge the provider of the Signaling Service Point for the database query in accordance with standard industry practices.
- 7.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 7.8 Each Party will provide the other with the Exchange Access detailed usage data within thirty (30) calendar days of the end of the billing period. SWBT will perform assembly and editing, messages processing and provision of Access Usage Records in accordance with Appendix Recording, attached hereto and incorporated by reference. Each Party will provide to the other the Exchange Access summary usage data within ten (10) working days after the date that a bill

is rendered to the IXC and ESP by the initial Party. To the extent CLEC provides SWBT with Access Usage Records, SWBT will compensate CLEC on the same terms as CLEC compensates SWBT per Appendix Recording. SWBT acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, SWBT will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

- 7.9 Errors may be discovered by CLEC, the IXC or SWBT. Both SWBT and CLEC agree to provide the other Party with notification of any discovered errors within two (10) business days of the discovery.
- 7.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) months of prior usage data, if available.
- 7.11 SWBT-T only.
- 7.11.1 When CLEC uses unbundled local switching to provide services associated with a telephone number with a NXX which has an expanded 2-way area calling scope (EAS) in a SWBT-T end office, or 'ports' and optional EAS NPA/NXX from SWBT-T, CLEC will pay the charge contained on Appendix Pricing listed as "EAS Additive per MOU". The additives to be paid by CLEC to SWBT-T are \$0.024 per MOU for toll-free calls made by a SWBT-T customer from a metro exchange to an exchange contiguous to a metro exchange and \$0.0355 per MOU for toll free calls made by a SWBT-T customer to CLEC's optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2-way calling area. These additives will apply in addition to cost-based transport and termination rates for Optional EAS service set forth in the rates spreadsheet. These additives are reciprocal in nature, and CLEC is entitled to receive compensation from SWBT-T if CLEC agrees to waive charges for its customers who call SWBT-T optional two-way EAS customers. These additives also apply if CLEC chooses to adopt the transport and termination rates in effect between SWBT-T and other ILECs for optional EAS traffic. Until a technology is developed to measure the MOUs required for application of these rates, the reciprocal rate of \$6.25 per EAS number per month shall apply.

8. INTERIM NUMBER PORTABILITY (INP)

- 8.1 The Parties agree that under INP, the net terminating compensation on calls to INP numbers will be received by each End User's chosen local service provider as if each call to the End User had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the End User's chosen local service provider. In order to accomplish this objective where INP is employed, the Parties will utilize the process set forth below in this Section (or other mutually developed and agreed to arrangement) whereby the net terminating compensation on calls subject to INP will be passed from the Party (the Performing Party) which performs the INP to the other Party (the Receiving Party) for whose End User the INP is provided.
- 8.2 The Parties will treat all ported calls as two separate call segments in the interLATA and intraLATA access billing and local interconnection settlement billing systems.
- 8.3 The Performing Party will quantify the total monthly terminating ported minutes of use to the Receiving Party for each end office of each Performing Party.
- 8.4 The Performing Party will quantify the total monthly interstate, intrastate, and local minutes of use in those Performing Party's end offices in accordance with Section 9.3 above in order to determine the jurisdictional percentages. The Receiving Party has the right to audit those percentages, not to exceed once per quarter. The Performing Party will provide the Receiving Party with detailed summary reporting on a total calling area basis each month.
- 8.5 Each month, using the percentages developed pursuant to Section 8.4 above, the Performing Party will calculate by end office the interstate and intrastate access adjustment amounts from the initial billing amounts under Section 8.2 for subsequent payment to the Receiving Party. This adjustment will be based on the Performing Party's interstate and intrastate access rates utilizing the applicable rate elements, i.e., carrier common line (CCL), residual interconnection charge (RIC), local switching (LS), local transport termination (LTT), and local transport facility (LTF).
- 8.6 Each month the Performing Party will calculate a local interconnection settlement billing credit related to the interstate and intrastate (non-local) ported calls from the initial billing amounts under Section 8.2. The billing credit for these non-local calls will be included with the calculation under Section 8.5 for subsequent reimbursement to the Performing Party on a net payment basis by the Receiving Party.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX DA

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**APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company (**SWBT**) agrees to provide Directory Assistance Services (DA Services) for CLEC.
- 1.2 As used herein, **SWBT** means the above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2. SERVICES

- 2.1 **SWBT** will provide the following DA Services:
 - 2.1.1 DIRECTORY ASSISTANCE (DA)
Consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") where available to CLEC's End Users who dial 1-411 or NPA+555+1212.
 - 2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC)
A service in which **SWBT** completes a local or an intraLATA call to the requested number on behalf of CLEC's End User, utilizing an automated voice system or with operator assistance.
 - 2.1.3 DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)
A service, where available, in which **SWBT** provides listed telephone information (name, address, and telephone numbers) for residential, business, and government accounts throughout the 50 states to CLEC End Users.

3. DEFINITIONS

- 3.1 The following terms are defined as set forth below:
 - 3.1.1 Call Branding
The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

3.1.2 Non-List Telephone Number

A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a **SWBT** DA operator.

3.1.3 Non-Published Number

A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a **SWBT** DA operator.

3.1.4 Published Number

A telephone number that is published in a telephone directory and is available upon request by calling a **SWBT** DA operator.

4. **CALL BRANDING AND RATE REFERENCE REQUIREMENTS**

4.1 Call Branding

4.1.1 **SWBT** will brand DA in CLEC's name based upon the criteria outlined below:

4.1.1.1 Where **SWBT** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SWBT** is only providing DA service on behalf of the CLEC, the calls will be branded.

4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.

4.1.1.3 CLEC will provide **SWBT** with written specifications of its company name to be used by **SWBT** to create CLEC specific branding messages for its DA calls in accordance with the process outlined in the Operator Services Translations Questionnaire (OSTQ). CLEC attests that it has been provided a copy of the Operator Services Translations Questionnaire (OSTQ).

4.1.1.4 A CLEC purchasing **SWBT**'s unbundled local switching is responsible for maintaining CLEC's End User customer records in **SWBT**'s Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 SWBT can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in SWBT's LIDB.

4.1.1.6 An initial non-recurring charge applies per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per Operator assistance switch, per brand for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by SWBT on behalf of CLEC when such services are provided in conjunction with: i) the purchase of SWBT's unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.

4.2 Directory Assistance (DA) Rate/Reference Information

4.2.1 SWBT will provide CLEC DA Rate/Reference Information based upon the criteria outlined below:

4.2.1.1 CLEC will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

4.2.1.2 CLEC will inform SWBT, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate/Reference fourteen (14) calendar days of when the updated Rate/Reference Information is to become effective.

4.2.1.3 When a SWBT Operator receives a rate request from a CLEC End User, SWBT will quote the applicable DA rates as provided by CLEC.

4.2.1.4 An initial non-recurring charge will apply for loading of CLEC's DA Rate/Reference Information. An additional non-recurring charge will apply for each subsequent change to either the CLEC's DA Services Rate or Reference Information.

5. RESPONSIBILITIES OF THE PARTIES

5.1 SWBT will be the sole provider of DA Services for CLEC's local serving area(s).

- 5.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT operator switch. Should CLEC seek to obtain interexchange DA Service from SWBT, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 5.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 5.4 CLEC will furnish in writing to SWBT, thirty (30) calendar days in advance of the date when the DA Services are to be undertaken, all End User listing records and information required by SWBT to provide the DA Services.
- 5.5 CLEC will provide SWBT updates to the OSTQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 5.6 SWBT will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.
- 5.7 CLEC agrees that SWBT may utilize CLEC's End User's listings contained in SWBT's directory assistance database in providing existing and future SWBT directory assistance services.
- 5.8 CLEC further agrees that SWBT can release CLEC's directory assistance listings stored in SWBT's directory assistance database to competing providers.

6. METHODS AND PRACTICES

- 6.1 SWBT will provide DA Services to CLEC's End Users in accordance with SWBT's DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

7. PRICING

- 7.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Appendix, SWBT may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

8. MONTHLY BILLING

- 8.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9. LIABILITY

- 9.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 9.2 CLEC 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 or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the called telephone number or the calling telephone number used to call DA Services.

10. TERMS OF APPENDIX

- 10.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 10.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay, within thirty (30) days of the issuance of any bills by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SWBT pursuant to this Appendix prior to its termination.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the

Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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**APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. INTRODUCTION

- 1.1 This Appendix contains the terms and conditions under which Southwestern Bell Telephone Company (**SWBT**) and CLEC agree to the mutual licensing of subscriber listing information.
- 1.2 As used herein, **SWBT** means the above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2. GENERAL TERMS AND CONDITIONS

- 2.1 **SWBT** and CLEC each own and maintain databases containing the subscriber listing information (name, address and published telephone number, or an indication of "non-published status") of their respective telephone subscribers.
- 2.2 **SWBT** uses the subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call **SWBT's** DA to obtain such information.
- 2.3 Inasmuch as **SWBT** provides DA service under contract for other Local Exchange Carriers (LECs) and Competitive Local Exchange Carriers, (CLECs), **SWBT's** databases also contain subscriber listing information for other LEC and CLEC End Users.
- 2.4 CLEC wishes to provide DA service to its End Users located in the CLEC's service area, and therefore, wishes to load its databases with subscriber listing information pertaining to **SWBT's** subscribers residing in CLEC's service area.
- 2.5 In order to maintain the completeness of its DA databases and its DA service, **SWBT** wishes to receive from CLEC subscriber listing information pertaining to CLEC's End Users residing in **SWBT's** service area.
- 2.6 Missouri, Oklahoma, Kansas only
 - 2.6.1 **SWBT** and CLEC agree that DAL is not offered as a UNE but wish to exchange subscriber listing information for the purposes stated here.
- 2.7 Texas only
 - 2.7.1 **SWBT** and CLEC agree that DAL is offered as a UNE.

- 2.8 Now therefore, in consideration of these premises, **SWBT** and CLEC agree to license to each other certain subscriber listing information contained in each Party's database, under the following terms and conditions.

3. SERVICE PROVIDED

- 3.1 **SWBT** and CLEC shall license to each other the subscriber listing information of their End Users for the exchanges listed in Exhibit A, **MUTUAL EXCHANGE OF LISTING INFORMATION DESIGNATED EXCHANGES**.
- 3.2 **SWBT** shall provide to CLEC published subscriber listing information contained in **SWBT**'s database pertaining to subscribers of all LECs and CLECs that have granted Licensor written authorization to release such subscriber listing information to the Licensee or who have been ordered by the Commission to do so.
- 3.3 Should a CLEC's End User calling DA request a nonpublished listing and indicate that an emergency situation exists, **SWBT** shall attempt to contact the nonpublished subscriber and relay the calling party's name and number to this customer. This service will be provided at the rates outlined in Appendix Pricing. At least two attempts shall be made to deliver this information to the nonpublished customer.
- 3.4 The Parties shall exchange subscriber listing information in a mutually acceptable format. CLEC shall provide **SWBT** a minimum of sixty (60) days notice prior to the date when the initial exchange of listing information is to occur.

4. USE OF SUBSCRIBER LISTING INFORMATION

- 4.1 CLEC may use the subscriber listing information licensed and provided pursuant to this Appendix for the sole purpose of providing traditional voice DA services to Licensee's End Users residing in Licensor's service area.
- 4.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by **SWBT**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

5. ASSIGNMENT

- 5.1 The subscriber listing information shall remain the property of **SWBT**. The CLEC shall not sublicense, assign, sell or transfer the subscriber listing

information licensed hereunder, nor shall CLEC authorize any other company or any person to use the subscriber listing information for any other purpose. CLEC shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by CLEC, its agents, employees or others.

6. BREACH OF CONTRACT

- 6.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fifteen (15) calendar days notice, until the other Party's breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of SWBT's subscriber listing information.

7. LIABILITY

- 7.1 SWBT makes no express or implied warranties whatsoever regarding the correctness of the subscriber listing information provided to CLEC. SWBT will not be held liable for any errors or omissions in or arising out of CLEC's use of such information.
- 7.2 CLEC hereby releases SWBT from any and all liability for damages due to errors or omissions in the subscriber listing information provided under this Appendix, or by reason of delay in providing the subscriber listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 7.3 CLEC 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 SWBT supplying subscriber listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of SWBT.

8. TERM OF CONTRACT

- 8.1 This Appendix shall continue in force until terminated by one hundred-twenty (120) calendar day's prior written notice by either Party to the other. For more information regarding effective dates, term, and termination, see the General Terms and Conditions of this Appendix.

9. COMPENSATION

- 9.1 CLEC shall compensate SWBT for the reciprocal licensing of subscriber listing information as outlined in Appendix Pricing. Each addition, deletion, or change to the subscriber listing information constitutes an "update listing", which shall be priced at the same directory listing prices.
- 9.2 SWBT will pay your company when we release the listings to competing providers of telephone exchange and toll services, as well as, competing providers of directory assistance services. Specifically, in those states where SWBT can charge a retail rate for directory listings, SWBT will remit to your company the full retail rate we charge. Currently that rate is 5.85 cents. Where your company is a local exchange carrier and required to release SWBT's directory listings stored in your directory assistance database to competing providers of telephone exchange and toll services, your company in return would remit to SWBT the retail rate your company charges for directory listings. SWBT likewise grants your company permission to release our listings to competing providers of directory assistance services under these conditions.
- 9.3 CLEC shall compensate SWBT for Non-Published Emergency Message Service at a price per message as outlined in Appendix Pricing.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution;

audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX DAL

ATTACHMENT A

[illegible]

APPENDIX DSL

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APPENDIX DSL
(Digital Subscriber Line (“DSL”)-Capable Loops)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for providing DSL services in Nevada Bell, Pacific Bell and Southwestern Bell Telephone Company (**SBC-7STATE**).
- 1.2 As used herein, **SBC-7STATE** means the above listed ILEC’s doing business in Nevada, California, Missouri, Oklahoma, Kansas, Arkansas and Texas.
- 1.3 The term digital subscriber line (DSL) describes various technologies and services. **SBC-7STATE**’s unbundled DSL loop offerings are set forth below for CLECs to use in conjunction with their desired DSL technologies and equipment to provision DSL services to their end-user customers. The parties will comply with the FCC’s rules on spectrum compatibility and management that enable the reasonable and safe deployment of advanced services prior to the development of industry standards. **SBC-7STATE** shall publish Technical Publications for the purpose of communicating current standards and their application within the PSTN, as set forth in paragraph 72 of FCC Order 99-48 (rel. March 31, 1999) CC Docket No. 98-147.

2. UNBUNDLED DSL-CAPABLE LOOP OFFERINGS

- 2.1 **DSL-Capable Loops used with DSL Technology which complies with Existing Industry Standards:**
 - 2.1.1 All loops listed in this category support technologies which conform to the current ANSI draft standard for spectrum management T1E1.4/99-002(R4). CLEC’s transmission rate over these DSL Capable Loops shall not be limited, except as may be required to conform to the power and spectrum parameters set forth in the ANSI draft standard. Each PSD referenced below is intended to include all parameters of its representative Spectrum Management Class, as found in the ANSI draft standard.

- 2.2 PSD #1 Capable Loop - 2-Wire Very Low-band Symmetric Technology (PSD #1 VLS Capable Loop) supports:
- 2.2.1 2-Wire Digital “ISDN Digital Subscriber Line” (IDSL) technology: Separate charges relating to loop qualification and optional conditioning will not apply to these loops since they are ordered and designed under the current 2-Wire Digital Loop offering (which complies with ANSI standard T1.601), as found in Appendix UNE of this Agreement.
 - 2.2.2 2-Wire Copper “Symmetric Digital Subscriber Line” (SDSL) at some operating speeds used to provision SDSL: Loop Qualification and optional conditioning as described below are applicable to this 2-Wire VLS Capable Loop for which a copper only facility is ordered.
- 2.3 PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology (PSD #2 LS Capable Loop): The PSD #2 LS Capable Loop supports some operating speeds of technologies used to provision SDSL. Loop Qualification and optional conditioning as described below are applicable to the PSD #2 LS Capable Loop.
- 2.4 PSD #3 Capable Loop – Mid-band Symmetric Technology (PSD #3 MS Capable Loop) supports:
- 2.4.1 2-Wire Mid-band Symmetric Technology (PSD #3 2-Wire MS Capable Loop): The PSD #3 2-Wire MS Capable Loop supports various 2-Wire HDSL technologies and some operating speeds of non-standard technologies used to provision SDSL. Loop Qualification and optional conditioning as described below are applicable to the PSD #3 2-Wire MS Capable Loop.
 - 2.4.2 4-Wire Mid-band Symmetric Technology (PSD #3 4-Wire MS Capable Loop): The PSD #3 4-Wire MS Capable Loop supports various 4-Wire HDSL technologies and some operating speeds of non-standard technologies used to provision SDSL. Loop Qualification and optional conditioning as described below are applicable to the PSD #3 4-Wire MS Capable Loop.
- 2.5 PSD #4 Capable Loop – 2 Wire High-band Symmetric Technology (PSD #4 HS Capable Loop): The PSD #4 HS Capable Loop supports 2-wire HDSL-2 technologies. Loop Qualification and optional conditioning as described below are applicable to the PSD #4 HS Capable Loop.

- 2.6 PSD #5 2-Wire Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology (PSD #5 ADSL-Capable Loop): The PSD #5 ADSL Capable Loop supports the transmission of ADSL technologies which comply with current national standards (ANSI T1.413-1998). Although the current national standard provides for the use of echo cancellation in some situations, ANSI T1E1.4 has determined that echo canceled ADSL systems interfere with other echo canceled and non-echo canceled systems, thus reducing the reach of all DSL services. Therefore, SBC-7STATE and CLEC agree that echo-cancellation will not be deployed on the 2-Wire ADSL Capable Loop. Loop Qualification and optional conditioning as described below are applicable to the PSD #5 ADSL Capable Loop.
- 2.7 PSD #7 2-Wire Capable Loop – 2-Wire Short Reach Very High-band Symmetric Technology (PSD #7 SRVHS Capable Loop): The PSD #7 SRVHS Capable Loop supports 2-wire SDSL technologies operating above 784kbps. CLEC shall use the PSD #7 SRVHS Capable Loop in a manner consistent with ANSI T1E1.4/99-002 (R4). Loop Qualification and optional conditioning as described below are applicable to the PSD #7 SRVHS Capable Loop.
- 2.8 Other Industry Standard DSL-capable loops: If an industry standards body adopts other national standard technologies (PSDs) for which SBC-7STATE does not have an existing supporting loop as defined above, SBC-7STATE will provide a loop capable of supporting the new technology for CLEC as follows:
- 2.8.1 If the new technology requires the use of a 2-wire or 4-wire loop materially the same as described above, with materially the same loop conditioning, then SBC-7STATE will provide CLEC a loop capable of supporting the new technology at the same rates listed for the appropriate 2-wire and 4-wire loops and associated loop conditioning as needed. SBC-7STATE will supply CLEC with the appropriate ordering procedures within fifteen (15) business days of CLEC's request for a loop capable of supporting the new technology.
- 2.8.2 If the new technology requires a loop type that materially differs from the existing 2-Wire and/or 4-Wire loops defined above (e.g. different loop design, different conditioning, significantly different spectrum impact, etc.), the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an

unbundled loop capable of supporting the proposed technology. If negotiations fail, disputes between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

2.9 Non-Standard DSL-Capable Loops:

2.9.1 Approved or successfully deployed non-standard DSL technologies:

In addition to DSL capable loops referenced in subsection A above, non-standard DSL technologies which have been approved by the FCC or any state commission or which have been successfully deployed by any carrier without significantly degrading the performance of other services are presumed acceptable for deployment. SBC-7STATE will provide a loop capable of supporting a new, non-standard technology approved by a commission or successfully deployed for the CLEC as follows: If the new technology requires the use of a 2-Wire or 4-Wire loop materially the same as described above, with materially the same loop conditioning, then SBC-7STATE will provide CLEC a loop capable of supporting the new technology at the same rates listed for the appropriate 2-Wire and 4-Wire loops and associated loop conditioning as needed. SBC-7STATE will supply CLEC with the appropriate ordering procedures within fifteen (15) business days of CLEC's request for a loop capable of supporting the new technology.

2.9.1.1 If the new technology requires a loop type that materially differs from the existing 2-Wire and/or 4-Wire DSL Capable Loops defined above (e.g. different loop design, different conditioning, significantly different spectrum impact, etc.), the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology and for loop qualification and conditioning if needed. If negotiations fail, dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology, shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

2.9.2 Other non-standard DSL technologies: CLEC may deploy new technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the CLEC can demonstrate to the state commission that the particular technology will not significantly degrade the performance of other advanced services or traditional voice band services. In this situation, there would be no presumption in favor of deployment and the burden would be on the CLEC to make the appropriate showing.

2.9.2.1 Upon request by CLEC, SBC-7STATE will cooperate in the testing and deployment of new technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory for such evaluation.

2.9.2.2 If it is demonstrated that the new technology will not significantly degrade the other advanced services or traditional voice based services, SBC-7STATE will provide a loop to support the new technology for CLEC under the same terms and conditions as set forth in subsection 1 above.

2.9.3 Each party agrees that should it cause any non-standard DSL technologies described in Sections 2.9.1 and 2.9.2 above to be deployed or used in connection with or on SBC-7STATE facilities, that Party (the Indemnifying Party) will assume full and sole responsibility for any damage, service interruption or other telecommunications service degradation affects and will indemnify the other Party (the Indemnified Party) for any damages to the Indemnified Party's facilities, as well as any other claims for damages, including but not limited to direct, indirect or consequential damages made upon the Indemnified Party by any provider of telecommunications services or telecommunications user (other than any claim for damages or losses alleged by an end-user of the Indemnified Party for which the Indemnified Party shall have sole responsibility and liability), when such arises out of, or results from, the use of such non-standard DSL technologies by the Indemnifying Party. Further, the Indemnifying Party agrees that it will undertake to defend the Indemnified Party against and assume payment for all costs or judgments arising out of any such claims made against the Indemnified Party.

2.9.4 For such non-standard DSL technologies deployed under sections 2.9.1 and 2.9.2 above, once national ANSI standards are adopted, CLECs shall begin the process of bringing its deployed DSL technologies into compliance with such new standards within thirty (30) calendar days and shall complete the transition within one hundred eighty (180) calendar days.

2.9.5 Until such time the FCC defines the term more precisely, “significantly degrade” is defined as an action that noticeably impairs a service from a user’s perspective. FCC Order 99-48, Paragraph 66.

3. PRE-QUALIFICATION OF LOOPS

3.1 **SBC-7STATE** will make available the capability for CLECs to pre-qualify loops on a mechanized basis through enhancements to Verigate/Data Gate OSS interfaces. In order to obtain access to this OSS functionality, CLEC must have the applicable rates, terms and conditions for such OSS in its Agreement. PSD #1 Capable Loops which are ordered as 2-wire digital loops will not require or benefit from this process as they are qualified for use on any facility designed to support ISDN. The pre-qualification process will permit a database query, which will result in the retrieval of an indicator with limited loop length and facility data. Loop makeup and spectrum inventory data are not available through this process. This is an optional service at no cost to the CLEC.

3.2 In the event CLEC desires a manual pre-qualification arrangement, **SBC-7STATE** will negotiate a rate, along with terms and conditions for handling such inquiries on a manual basis.

4. LOOP QUALIFICATION

4.1 **SBC-7STATE** will use a loop qualification process (Loop Qualification) in connection with provisioning DSL Capable Loops requiring spectrum management and “copper only” facilities with specific physical characteristics. The Loop Qualification process examines the available loop facilities for suitability in terms of physical characteristics and spectrum compatibility based upon the conditions set forth in industry standards. The Loop Qualification process provides loop make-up data, such as loop length and existence of load coils, repeaters, and bridge tap. Spectrum management analysis is also performed, and spectrum inventory data (i.e. disturber occurrence) is also provided. **SBC-7STATE** will provide loop qualification data and conditioning recommendations for the

requested technology. CLEC shall pay the rate set forth below for each Loop Qualification performed by SBC-7STATE, whether or not any loop is identified which will support the desired technology.

- 4.2 Until a mechanized process is in place for Loop Qualification, requests for Loop Qualification shall be submitted to SBC-7STATE on a manual basis. A standard Loop Qualification interval of three (3)-five (5) business days is available for requests in markets where the Loop Qualification process is currently in place.
- 4.3 If the results of the Loop Qualification indicate that the loop is less than 12,000 feet and meets the Technical Parameters for PSD #5 ADSL Capable Loop without additional conditioning, CLEC will be notified, provided loop makeup data and the charges set forth below for the DSL Capable Loop and Cross-Connect will apply if such loop is ordered by CLEC. Should the loop meet SBC-7STATE design requirements but not function as desired by CLEC, CLEC may request, and must pay for, any requested conditioning at the rates set forth below. Loops less than 12,000 feet that do not meet SBC-7STATE's design criteria for the PSD #5 ADSL Capable Loop, but that could be conditioned to meet the minimum requirements defined in the associated SBC-7STATE Technical Publications through the removal of load coils, bridged taps and/or repeaters will be so conditioned at no charge to CLEC.
- 4.4 If the results of the Loop Qualification indicate that conditioning is recommended to permit use of such loop for a requested PSD, CLEC will be provided conditioning recommendations and the associated loop makeup data. The charges set forth in the Appendix Pricing for conditioning the DSL Capable Loop and the associated Cross-Connect will apply if such loop is ordered by CLEC as recommended. The CLEC may order the loop without conditioning if desired.

5. SERVICE PERFORMANCE

- 5.1 If the results of the Loop Qualification indicate: (i) that the loop is between 12,000 feet and 17,500 feet and does not meet the Technical Parameters for the PSD #5 ADSL Capable Loop, but will do so with optional conditioning and CLEC elects to order such loop without all the recommended conditioning; or (ii) that the loop is between 12,000 feet and 17,500 feet and does not meet the Technical Parameters for the PSD #5 ADSL Capable Loop and will not do so even with optional conditioning and CLEC elects to order such loop with some or all of the conditioning; or (iii) that the loop exceeds 17,500 feet and CLEC elects to order the loop

with or without any of optional conditioning; then SBC-7STATE will not apply maintenance performance measures to the loop, nor will SBC-7STATE be held responsible for any service-related issues on such loop; provided, however, SBC-7STATE will maintain electrical continuity and line balance on the loop at parity with SBC-7STATE's tariffed POTS services. CLEC will not hold SBC-7STATE responsible and will indemnify and hold SBC-7STATE harmless from any claims by CLEC and/or CLEC's end-users for any damages arising from SBC-7STATE's provision of such loop.

- 5.2 Unconditioned or partly conditioned loops in excess of 12,000 feet for which SBC-7STATE has recommended conditioning, will not be included in any service performance measurements. No DSL Capable Loops in excess of 17,500 feet will be included in any performance measurements.
- 5.3 If the CLEC specifies non-shielded cross connects and tie cables be used on a PSD #5 ADSL Capable Loop request, SBC-7STATE will not apply maintenance performance measures to the loop, nor will SBC-7STATE be held responsible for any service-related issues on such loop; provided, however, SBC-7STATE will maintain electrical continuity and line balance on the loop at parity with SBC-7STATE's tariffed POTS services. CLEC will not hold SBC-7STATE responsible and will indemnify and hold SBC-7STATE harmless from any claims by CLEC and/or CLEC's end-users for any damages arising from SBC-7STATE's provision of such loop.

6. MAINTENANCE

- 6.1 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where CLEC has requested that no conditioning be performed, SBC-7STATE's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-7STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

7. PROVISIONING AND INSTALLATION

- 7.1 The provisioning and installation interval for DSL loops that are materially the same, as defined above, where no conditioning is requested, will be five (5) to seven (7) business days after the Loop Qualification process is complete, or the provisioning and installation interval applicable to **SBC-7STATE**'s tariffed DSL-based services, whichever is less. The provisioning and installation intervals for DSL Capable Loops where conditioning is requested will be fifteen (15) business days for loops up to 17,500 feet, or the provisioning and installation interval applicable to **SBC-7STATE**'s tariffed DSL-based services where conditioning is required, whichever is less. A DSL Capable Loop in excess of 17,500 feet where conditioning is requested will have a provisioning and installation interval agreed upon by the Parties for each instance of special construction. PSD #1 VLS Capable Loops using the ISDN standard will be ordered and provisioned under the terms of the 2-Wire Digital Loop as described in Appendix UNE of this Agreement.
- 7.2 Subsequent to the initial order for a DSL Capable Loop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a DSL Capable Loop, no additional service order charges shall be assessed, but may be due date adjusted as necessary. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 7.3 CLEC requests for expedited provisioning of DSL loops will be managed under as a coordinated cut project with due dates negotiated by the parties as described in the underlying agreement.

8. SPECTRUM MANAGEMENT

- 8.1 In order to protect the integrity of the network, CLEC agrees to use the DSL Capable Loops in a manner consistent with the industry standards referenced above. CLEC agrees not to exceed the power levels or other technical parameters specified in such industry standards without the specific written consent of **SBC-7STATE**.
- 8.2 Spectrum management, defined to include binder/cable administration as well as deployment practices (e.g. the rules for testing and implementing DSL- based and other advanced services), is essential to the success of advanced services deployment (FCC Order 99-48, Paragraphs 70-77).

SBC-7STATE provides CLECs with nondiscriminatory access to its spectrum management procedures and policies through the publication of Technical Publications as referenced above and periodic forums.

- 8.3 For spectrum management purposes, SBC-7STATE will inventory a PSD #5 ADSL Capable Loop at the operating speed range for which it was qualified, solely for purposes of inventory and maintenance assurance, and not for the purpose of limiting CLEC's transmission speeds over such loop. SBC-7STATE may use a selective feeder separation method to manage the spectrum. As such a method is implemented or modified, SBC-7STATE shall comply with any appropriate national standards. SBC-7STATE shall apply such program fairly and equally to SBC-7STATE unbundled DSL Capable Loops and to SBC-7STATE's tariffed DSL-based services. SBC-7STATE agrees that CLEC's order for a PSD #5 ADSL Capable loop will not be delayed by any lack of availability of a specific binder group. Rather, SBC-7STATE will provision the loop and may later reconfigure the loop into a designated binder group. Other DSL Capable Loops will not require the use of a specific binder group or selective feeder separation. However, if appropriate spectrum cannot be found in any available facility (i.e., the loop is incapable of supporting DSL-based services due to interference measured in accordance with the standards set forth in ANSI T1E1 99/002(R4), SBC-7STATE will not provision the loop. In such case, SBC-7STATE will disclose to CLEC the specific reason for rejecting the CLEC's loop request including the number of loops using advanced services technology within the binder and the type of technology deployed on those loops. Should a national standard for spectrum management be developed that differs from SBC-7STATE's Technical Publications, SBC-7STATE shall modify its Technical Publications, and the Parties will negotiate the method for managing interference consistent with such national standard.
- 8.4 CLECs use of any SBC-7STATE network element, or of its own equipment or facilities in conjunction with any SBC-7STATE network element, will not materially interfere with or impair service over any facilities of SBC-7STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC-7STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation.

9. RATES FOR DSL CAPABLE LOOPS AND ASSOCIATED CHARGES

- 9.1 SBC-7STATE's rate for DSL Capable Loops, and associated charges, are set forth on Appendix Pricing, which is attached hereto and incorporated herein by reference.

10. RESERVATION OF RIGHTS

- 10.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). Any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction which stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to the Federal Communications Commission (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, or the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC docket 98-147, or any other proceeding, the Parties shall expend diligent efforts to arrive at an agreement on conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the dispute resolution procedures set forth in this Agreement.
- 10.2 SBC-7STATE's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). Both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions

affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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**APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Nevada Bell, Pacific Bell and Southwestern Bell Telephone Company will provide electronic access to its Directory Assistance (DA) database pursuant to FCC ruling.
- 1.2 As used herein, **SBC-7STATE** means the above listed ILEC's doing business in Nevada, California, Missouri, Oklahoma, Kansas, Arkansas and Texas.

2. DEFINITIONS

- 2.1 As used herein, the following terms shall be defined and set forth below:
 - 2.1.1 Automated Message Accounting (AMA) - Billing detail recordings in the switch.
 - 2.1.2 Call Processing Data Link - (CPDL) - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
 - 2.1.3 Data Terminating Equipment (DTE) - A terminal attached to a data network as an End User node.
 - 2.1.4 Nortel Digital Multiplexing Switch (DMS 200) - DMS performs base call processing functions and supports service capabilities.
 - 2.1.5 Directory Assistance Call Completion (DACC) - DACC is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the DA operator.
 - 2.1.6 Nortel Directory One (D1) - D1 offers directory search applications built on a standard operating software environment.
 - 2.1.7 Nortel Directory One Call Control - Allows bi-directional call control capability between the TOPS switch and the D1 network.

- 2.1.8 Electronic White Pages (EWP) - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.1.9 Nortel Interactive Voice System (IVS) - Peripheral off the switch that provides interactive audio.
- 2.1.10 Nortel Multi Purpose Position (MP, MPX or MPX-IWS) - Operator Workstations.
- 2.1.11 Non-Published Number (NP) - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.1.12 Operator Service Center (OSC) - Physical location of the Operators/workstations.
- 2.1.13 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling an SBC-7STATE DA Operator.
- 2.1.14 Nortel Queue Management System (QMS) - Supports up to 255 unique queues on calls to operator positions.
- 2.1.15 Nortel Traffic Operating Position System (TOPS) - Performs base call processing functions and support service capabilities.

3. SERVICE

- 3.1 Direct Access allows CLECs access to SBC-7STATE's Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers is not allowed. SBC-7STATE will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 CLEC may receive Direct Access from SBC-7STATE's host switches using one of the following three options:
 - 3.2.1. Option 1 - (See attached Exhibit I diagram) allows the CLEC to provision an Operation Service Center (OSC) with Direct Access from SBC-7STATE's Nortel Traffic Operator Position (TOPS) switch. With this access method, CLEC shall equip itself with Nortel Multi-Purpose

Positions (MP), Nortel MPX-IWS positions. Option 1 shall allow the CLEC Operator to release the DA call to a **SBC-7STATE** audio system, the Nortel Interactive Voice System (IVS).

- 3.2.2 **Option 1A** - (See attached Exhibit 1A diagram) makes available to the CLEC, who chooses to install Nortel MPX-IWSS operator workstations, additional SWB Nortel TOPS Open Position Protocol (OPP) software. The OPP software, ASN Routers (at the OSC and the Nortel D1 engine location), Sync and Token Ring Cards will be provisioned by SWB and the CLEC will bear the cost of this hardware and software, plus the appropriate Engineering, Furnish and Installation charges incurred by **SBC-7STATE**. The serving Nortel D1 engine location will require, in increments of one hundred-twenty (120) MPX-IWSS CLEC Operator workstations, two (2) Asynchronous Routers (ASN), with Sync and Token Ring cards. Each pair of ASN Routers will support up to six (6) Token Rings. Each Token Ring supports up to 20 MPX-IWSS workstations.
- 3.2.3 **Option 2** - (See attached Exhibit II diagram) allows the CLEC to receive Direct Access via a CLEC owned Nortel DMS200 TOPS Host switch, a LUCENT 5ESS OSPS switch or any other Operator Services switch type with Call Processing Data Link (CPDL). CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide audio and offer DACC.
- 3.2.4 **Option 3** - (See attached Exhibit III diagram) allows the CLEC to receive Direct Access through the Electronic White Page (EWP) node via a modem and a personal computer (PC). Details shall be provided to CLEC by **SBC-7STATE** if this option is chosen. Switched audio capability and DACC are not available with Option 3.

4. **RESPONSIBILITIES OF SBC-7STATE**

- 4.1 **SBC-7STATE** shall provide and maintain its own Nortel Directory One (D1) equipment to furnish DA services to CLEC for all **SBC-7STATE** listings.
- 4.2 **SBC-7STATE** shall provide DA listings to CLEC from its current DA records and in accordance with **SBC-7STATE**'s methods, practices, and procedures.
- 4.3 For Option 1, the **SBC-7STATE** host switch shall distinguish and route the call to the CLEC's OSC.