



Missouri Public Service Commission

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November 21, 1997

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Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

FILED
NOV 21 1997
MISSOURI
PUBLIC SERVICE COMMISSION

RE: Case No. TO-98-115

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and fourteen (14) conformed copies of a **SETTLEMENT DOCUMENT**.

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,

Dana K. Joyce
Special Master/General Counsel
(573) 751-8705
(573) 751-9285 (Fax)

DKJ:rr
Enclosure
cc: Counsel of Record

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED

NOV 21 1997

MISSOURI
PUBLIC SERVICE COMMISSION

In the Matter of AT&T Communications of)
the Southwest, Incorporated's Petition for)
Second Compulsory Arbitration Pursuant to)
Section 252(b) of the Telecommunications)
Act of 1996 to Establish an Interconnection)
Agreement with Southwestern Bell)
Telephone Company¹)

Case No. TO-98-115

JOINT SETTLEMENT DOCUMENT

COME NOW Southwestern Bell Telephone Company (SWBT) and AT&T Communications of the Southwest, Inc. (AT&T) and pursuant to the Missouri Public Service Commission's (PSC) Order dated October 17, 1997, hereby file a Joint Settlement Document.

**I. INTRALATA TOLL/ACCESS
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

Issue 4. Billing for Toll-free Calls

Appendix Pricing-UNE

5.2.2.3 Toll Free Calls

When AT&T uses ULS Ports to initiate an 800-type call, AT&T will pay the 800 database query charge and ULS-O charge. AT&T will be responsible for any billing to the IXC for such calls.

5.2.3 AT&T and SWBT will work together to develop a billing solution to separate by LSP originating 800 and all terminating access records for unbundled local switching by July 1, 1998 or later date as mutually agreed to by the parties. AT&T will pay cost based rates on a competitively neutral basis. Only if there is a benefit to SWBT other than the ability to provide the requested billing information to AT&T and other LSPs will SWBT participate

To reduce the size of this settlement document, only finally agreed upon Agreement language is included under each matrix number and heading. The questions preceding the arguments, fixed in the November 4, 1997 Joint Position Statement of the Parties, was deleted.

in paying for the development and operation of the billing solution. Cost based rates will be established based the Missouri Public Service Commission's review and approval of SWBT provided cost study on a schedule mutually agreed to by the parties. Prior to the availability of this billing solution, the parties will use a factors-based methodology to be developed and implemented between the parties within 30 calendar days from the date AT&T first orders unbundled local switching from SWBT.

Attachment 6

9.6.5 In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an AT&T switch_or from AT&T's use of SWBT's Unbundled Local Switching (subject to Section 5.2.3 of Appendix Pricing - UNE) to the SWBT Toll Free Database, AT&T will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the Call Handling and Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by AT&T. These rates are reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database".

Note: Issue resolved New language above agreed upon.

Issue 5. Ability to bill access

Attachment 10

4.4 In addition to the AT&T usage data transfer requirements defined above, when AT&T is providing telecommunications services to its customers through the use of unbundled local switching SWBT will provide to AT&T recorded usage data sufficient for AT&T to render access bills, to the extent permitted pursuant to this Agreement, for originating interLATA and intraLATA toll calls (to the extent permitted pursuant to this Agreement), with the exception of originating 800 calls. The information required for AT&T to render originating

800 access bills and terminating access bills will be handled in accordance with Appendix UNE Pricing, paragraph 5.2.3.

Appendix Pricing - UNE

5.2.3 AT&T and SWBT will work together to develop a billing solution to separate by LSP originating 800 and all terminating access records for unbundled local switching by July 1, 1998 or later date as mutually agreed to by the parties. AT&T will pay cost based rates on a competitively neutral basis. Only if there is a benefit to SWBT other than the ability to provide the requested billing information to AT&T and other LSPs will SWBT participate in paying for the development and operation of the billing solution. Cost based rates will be established based the Missouri Public Service Commission's review and approval of SWBT provided cost study on a schedule mutually agreed to by the parties. Prior to the availability of this billing solution, the parties will use a factors-based methodology to be developed and implemented between the parties within 30 calendar days from the date AT&T first orders unbundled local switching from SWBT.

Note: Issue resolved. New language above agreed upon.

Issue 6. Lost Data

Note: Issue withdrawn.

II. CUSTOMIZED ROUTING/OS/DA AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 1. Customized Routing

Note: Issue resolved

Issue 2. Rate Quotations

Note: Issue resolved

Issue 3. Translation of 1-1411 to 900-XXX-XXXX

Attachment 6: UNE

5.2.4.4 SWBT does not currently have the ability to translate 1+411 to another number or the ability to change signaling associated with the custom routed call type. At AT&T's request, SWBT will attempt to develop a suitable method of providing the necessary digit translation and signaling protocol conversion to allow conversion of 1+411 directory assistance calls to a 1+900+XXX+XXXX format in order to provide customized routing of directory assistance calls to a destination selected by AT&T. At the time of AT&T's request, SWBT and AT&T shall agree upon the technical description of the process to be designed, the necessary operational parameters, the necessary billing system parameters, an estimated time for the design of the process, and the estimated costs of designing the process. Upon the completion of the design phase of the project, an operational trial shall be conducted to determine the feasibility of implementation of the new system in the SWBT network. AT&T's obligation to pay for the development of the system shall not be conditioned upon the success of the development of a workable system. By insertion of this clause, SWBT does not agree that it has an obligation under the FTA96 to provide this service.

Note: Issue resolved

III. OPERATIONAL ISSUES

AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 4. Interim Number Portability - LIDB data

Attachment 14: INP

- 7.5.1 SWBT will provide AT&T with interfaces that allow AT&T to access SWBT's LIDB service management system (SMS). These interfaces will allow AT&T to create, modify, and delete AT&T line records for ported numbers. SWBT will provide interfaces to the LIDB SMS to accomplish this function as set forth in 7.4.4.3. If there is no change to the customer's existing LIDB functionality (e.g., collect/third-party call blocking) SWBT should not remove the existing customer data in LIDB. If AT&T selects a non-SWBT LIDB or LIDB-like database, AT&T will promptly delete records from SWBT's LIDB that are migrated to the new LIDB or LIDB-like database.

Note: Issue resolved. New language above agreed upon.

Issue 5. Billing

Attachment 9: Billing-UNE

- 2.1 SWBT and AT&T have mutually agreed that SWBT will provide a BAN for each class of service within the same LATA. There is no distinction between Residence and Business for unbundled network elements.

Attachment 4: Connectivity Billing-Resale

- 2.5 SWBT and AT&T have mutually agreed that SWBT will provide a BAN for each billing period for Residence end-users within a RAO and a BAN for each billing period for Business within the RAO.

Note: Issue resolved. New language above agreed upon.

Issue 6. UNE Provisioning and Ordering

Attachment 7

7.6 When new processes and electronic interfaces are implemented between AT&T and SWBT, SWBT and AT&T will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and AT&T. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.

Attachment 2

7.6 When new processes and electronic interfaces are implemented between AT&T and SWBT, SWBT and AT&T will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and AT&T. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.

Note: Issue resolved. New language above agreed upon.

Issue 7. UNE Provisioning and Ordering

This issue is merged with Matrix Section IV, Issue 2.

Note: Issue resolved

Issue 8a. UNE Provisioning and Ordering

Attachment 7: O & P UNE

6.5 SWBT maintains that all UNEs sold to AT&T meet the specifications contained in SWBT's technical publications. If upon testing AT&T determines that the UNE does not meet the specifications contained in SWBT's technical publications, upon receipt of a trouble report, SWBT will repair or replace the UNE to meet the specifications contained in SWBT's technical publications at its own expense. AT&T may charge SWBT for pre-service testing expenses only if the inspection reflects that SWBT is in substantial noncompliance with the specifications contained in SWBT's technical publications.

Attachment 2: O & P-Resale

4.5 SWBT will perform pre-service testing, if any, in the same manner that it would provide for itself.

Note: Issue resolved. New language above agreed upon.

Issue 8b.

Attachment 9

12.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry process for mutual compensation. The parties will work together to develop an electronic transmission mechanism for mutual compensation data.

Note: Issue resolved. New language above agreed upon.

Issue 9.

This issue merged with Section III, Issue 3.

IV. UNE PARITY
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 2b. 855 EDI availability

Attachment 2

- 4.7 SWBT will provide AT&T an 855 EDI transaction-based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Resale service. SWBT and AT&T agree to identify a mutually acceptable date for implementation of the 855 EDI transaction-based reply no later than 120 days from the finalization of the OBF guidelines for this transaction or date otherwise mutually agreed to by the parties. SWBT may satisfy its obligations under this paragraph by providing AT&T access through the electronic interface to a database which identifies due dates in jeopardy as soon as they have been determined by SWBT. On an interim manual basis, until the 855 transaction is available, SWBT and AT&T will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification and missed appointments when SWBT becomes aware of the jeopardy or missed appointment. Alternatively, AT&T may access provisioning status information via the SWBT Order Status Application on the SWBT Toolbar.

Attachment 7

- 6.7 SWBT and AT&T agree to identify a mutually acceptable date for implementation of the 855 EDI transaction-based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Unbundled Network Elements no later than 120 days from the finalization of the OBF guidelines for this transaction or date otherwise mutually agreed to by the parties. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing AT&T access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim manual basis, until the 855 transaction is available, SWBT and AT&T will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed appointment

when SWBT becomes aware of the jeopardy or missed appointment. Alternatively, AT&T may access provisioning status information via the SWBT Order Status Application on the SWBT Toolbar.

Note: Issue resolved.

Issue 2c. Provisioning intervals

Note: Issue withdrawn.

Issue 2d. Maintenance scheduling

Attachment 8

2.2 When scheduled maintenance is required on a network element dedicated to AT&T, SWBT will work with AT&T to schedule such maintenance. SWBT will make reasonable accommodations to AT&T when scheduling the maintenance of a dedicated network element.

Note: Issue resolved. New language above agreed upon.

Issue 5. Ordering and Provisioning: Parity of Provisioning Intervals

Combined with Section IV, Issue 2, above.

Note: Issue resolved.

Issue 6. Ordering and Provisioning: Provisioning of Databases

Attachment 6: UNE

9.4.1.1 SWBT will provide AT&T with interfaces that allow AT&T to access SWBT's LIDB service management system (SMS). These interfaces will allow AT&T to create, modify, and delete AT&T line records for ported numbers. SWBT will provide interfaces to the LIDB SMS to accomplish this function as set forth in 9.4.4.3. If there is no change to the customer's existing LIDB functionality (e.g., collect/third-party call blocking) SWBT should not remove the existing customer data in LIDB. If AT&T selects a non-SWBT LIDB or

LIDB-like database, AT&T will promptly delete records from SWBT's LIDB that are migrated to the new LIDB or LIDB-like database.

Note: Issue resolved. New language above agreed upon.

Issue 8. Combinations of Element, Services and Facilities

Note: Issue withdrawn.

Issue 9. Maintenance: Forward-Looking Testing Systems

Attachment 8

3.3.1 SWBT agrees to notify AT&T of upgrades to existing test systems associated with UNEs and the deployment of new test systems within SWBT and to negotiate terms, conditions and prices with AT&T to allow AT&T to use such systems through a controlled interface when possible.

Note: Issue resolved. New language above agreed upon.

Issue 11. Performance Data

Attachment 6

2.17.7 SWBT will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

Note: Issue resolved. New language above agreed upon.

Issue 12. Performance Measurement: Provisioning Intervals

Attachment 7

8.1 SWBT will provide the provisioning intervals as outlined in Attachment 17 of this Agreement.

Attachment 8: Maintenance

2.2 SWBT will provide the maintenance measurements as outlined in Attachment 17 of this Agreement.

Note: Issue resolved. New language above agreed upon.

Issue 13. Performance Measurement: Network Outages

Note: Issue withdrawn.

Issue 14a. Optical Multiplexing and DCS Capability

Note: Issue withdrawn.

Issue 15. Blocking/Screening Requirements

Note: Issue resolved. New language above agreed upon.

V. PRICING
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 1g.

Attachment 6

- 5.2.14.2 When AIN customized routing is not employed by AT&T (e.g., DMS-10 switches, end user service with voice activated dial served out of a 5ESS switch, coin services where SWBT's network rather than the telephone provides the signaling, hotel/motel services, and certain CENTREX-like services with features that are incompatible with AIN), SWBT will provide blocking/screening via special line class codes on a ICB basis.

Note: Issue resolved. New language above agreed upon.

Issue 1i.

Attachment 6

- 10.3 As reflected in Appendix Pricing - UNE - Schedule of Prices, AT&T will pay \$3,345 per month to access one or more of the SWBT OSS functions for either UNE, Resale or both. AT&T will pay \$1580 per month for remote access facility methods for a direct connection per port or \$316 per month for dial up connections, per port.

Attachment 1: Resale - Appendix Services - Pricing

- 15.0 Prices for Access to OSS for either UNE, Resale or both
- | | | |
|--------|--------------------------------|-------------------------------|
| 15.1 | System Access Charge | \$3,345.00 per month |
| 15.2 | Remote Access Facility Charge: | |
| 15.2.1 | Direct Connection | \$1,580.00 per port per month |
| 15.2.2 | Dial Up Connection | \$316.00 per port per month |

Note: Issue resolved. New language above agreed upon.

Issue 2. Carrier Change Charge

Attachment 1

3.3 If an AT&T end user customer changes their resold local service from SWBT or another LSP to AT&T, SWBT will charge AT&T the Primary Local Exchange Carrier Selection Charge. In addition, if any customer service modifications are made, any applicable wholesale non-recurring charges for the features or services added will apply.

Note: Issue resolved. New language above agreed upon.

Issue 3b.

Attachment 911 - Addendum II

SWBT's rates should be:

A.	E911 Feature Configuration	Monthly Charge Per 1000 <u>Access Lines</u>	Nonrecurring Charge Per <u>1000 Access Lines</u>
	Automatic Number Identification		
	-SWBT PSAP	\$10.00	\$80.00
	-non-SWBT PSAP	\$10.00	\$80.00
	Combined Automatic Number Identification		
	-SWBT PSAP	\$51.60	\$85.00
	-non-SWBT PSAP	\$51.60	\$85.00
	Combined Automatic Number and Automatic		
	-SWBT PSAP	\$83.60	\$85.00
	-non-SWBT PSAP	\$83.60	\$85.00
	Combined Automatic Number Automatic Location Identification And Selective Routing		
	-SWBT PSAP	\$83.60	\$85.00
	-non-SWBT PSAP	\$83.60	\$85.00
B.	Trunk Charge - Channel (Each)		
	Monthly Recurring		\$58.00 per trunk
	Nonrecurring		\$170.00 per trunk

Note: Issue resolved. New language above agreed upon replaces existing Agreement language.

Issue 5.

Appendix Pricing - UNE

- 5.2.2.1.1.1 When a call originates from an AT&T ULS Port, AT&T will pay ULS-O and SS7 signaling charges. If the call routes over SWBT's common network, AT&T will pay 0.3 times tandem switching per MOU plus 1 times common transport - termination per MOU plus 1 times common transport - facilities per MOU per mile, assuming 7 miles. The charge for each of these specific rate elements above is reflected in Appendix Pricing UNE - Schedule of Prices.

Note: Issue resolved. New language above agreed upon.

Issue 6.

Appendix Pricing - UNE

- 5.2 By April 1, 1998, when SWBT's billing systems are updated to accommodate the December 31, 1997 AIN solution, SWBT will cease to use the Temporary Interim Structure described in paragraph 5.3.3 except in the following cases: 1) DMS-10 switches; 2) End user service with voice activated dial served out of a 5ESS switch; 3) Coin services where SWBT's network rather than the coin telephone provides the signaling; 4) Hotel/Motel services; 5) Certain CENTREX-like services with features that are incompatible with AIN.
- 5.3.1 By April 1, 1998, when SWBT's billing systems are updated to accommodate the December 31, 1997 AIN solution, SWBT will cease to use the Temporary Interim Structure described in paragraph 5.3.3 except in the following cases: 1) DMS-10 switches; 2) End user service with voice activated dial served out of a 5ESS switch; 3) Coin services where SWBT's network rather than the coin telephone provides the signaling; 4) Hotel/Motel services; 5) Certain CENTREX-like services with features that are incompatible with AIN.

Note: Issue resolved. New language above agreed upon.

Issue 9a.

- a. What is the applicable rate, if any, for billing, collecting, and remitting (BCR)?
- b. What is the appropriate rate, if any, for recording, assembling and editing, rating, message processing, provision of message detail, and source information for record?
- c. What is the applicable rate, if any, for incollect message credit, incollect message transmission and message detail record?

Attachment Recording - Appendix III

AT&T and SWBT agree that AT&T will not use SWBT as its host. SWBT has therefore not provided rates for hosting.

a.	BCR per local message:	\$0.08
b.	Recording	\$0.01
	Assembly and Editing	\$0.005
	Rating per message	\$0.005
	Message Processing	\$0.005
	Provision of Message Detail	\$0.003
c.	Incollect Message Credit	\$0.05
	Incollect Message Transmission	\$0.003

Note: Issue resolved. New language above agreed upon which replaces exiting Agreement language.

Issue 10.

Attachment 6

Add after Section 5.2.3.2:

Based on the AT&T requirements for Missouri OS/DA Customized Routing, the parties will request the Commission to establish ICB cost based customized routing rates.

5.2.3.3 Pending Missouri Public Service Commission approval of the rates for customized routing, AT&T will pay for customized routing on an interim basis at SWBT's proposed rates subject to true-up. When the Commission orders final cost based rates, should those rates differ from the interim rates, parties will remit the difference between the

amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Note: Issue resolved. New language above agreed upon.

VI. NETWORK EFFICIENCY
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 1.

Note: Issue removed.

VII. COMPENSATION
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 1. Mutual Compensation

Note: Issue resolved. AT&T's language withdrawn.

Issue 2. Access traffic

Attachment 12

- 5.1 except as otherwise provided in this Agreement, for intrastate intraLATA traffic compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable intrastate access tariffs. For mandatory extended area service (EAS), or other like types of mandatory expanded local calling scopes; or traffic that originates and terminates within Metropolitan Calling Areas (MCA) that share either mandatory or optional calling scopes, compensation will be applied pursuant to Section 1.2 above.

Note: Issue resolved.

Issue 3. Compensation

Attachment 12

- 1.X For purposes of compensation under this Agreement, the telecommunications traffic traded between AT&T and SWBT will be classified as either Local Traffic, Transit Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, FGA Traffic, or Cellular Traffic. The compensation arrangement for terminating calls from a Cellular provider (as defined in Appendix Cellular) to AT&T or SWBT end users is set forth in Appendix Cellular, 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 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. The provisions of this Attachment 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 Attachment do not apply to traffic originated over services provided under local Resale services.

Note: Issue resolved. New language above agreed upon which replaces existing Agreement language.

Issue 4. Compensation

Note: Issue resolved. AT&T's language withdrawn.

Issue 5. Wireless Tariffs

Note: Issue resolved.

VIII. PERFORMANCE CRITERIA
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 1. Performance Criteria:

Attachment 17

This Attachment 17: Failure to Meet Performance Criteria to the Agreement sets forth the terms and conditions by which SWBT will pay AT&T liquidated damages in the event of a Specified Performance Breach as defined in this Attachment. This Attachment 17 contains Performance Criteria which would apply to resold services, stand alone unbundled network elements (UNEs) and unbundled network elements, if and when SWBT provides combination of such UNEs. By this Attachment, SWBT is not agreeing to combine UNEs, but is agreeing to performance criteria which would apply in the event SWBT later provides combinations.

1.0 Definitions

- 1.1 When used in this Attachment 17, the following terms will have the meanings indicated:
 - 1.1.1 Specified Activity means any activity performed under this Agreement as to which a Performance Measurement has been established in this Attachment.
 - 1.1.2 Performance Measurements means the set of measurements listed in all of section 9.0 of this Attachment, as it may be supplemented or modified by agreement of the Parties.
 - 1.1.3 Performance Criteria means the target level of SWBT performance specified for each Performance Measurement.
 - 1.1.4 Specified Performance Breach means the failure by SWBT to meet the Performance Criteria for any Specified Activity listed in section 1.1.4.4 by any of the degrees of variance as described below.
 - 1.1.4.1 Where monthly performance by SWBT for AT&T on a Performance Measurement is within one standard deviation of the Performance Criteria specified, no Specified Performance Breach occurs with respect to that measurement.
 - 1.1.4.2 SWBT performance on a single measurement for AT&T that is greater than one standard deviation and less than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach if the same measure remains in this range for

two consecutive months (liquidated damages of \$25,000 apply to each measurement which remains in the above stated range for two months); Conversely, if for two consecutive months, the performance to AT&T exceeds that provided to SWBT (within one to three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.

1.1.4.3 SWBT performance for AT&T on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach and will result in liquidated damages of \$75,000 payable for each such month; Conversely, if in a single month, the performance provided to AT&T exceeds that provided to SWBT (by greater than three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.

1.1.4.3.1 The four service categories within which performance credits may be used to offset the penalties are Pre-Ordering, Ordering/Provisioning, Maintenance/Repair, and General.

1.1.4.4 Liquidated damages for a Specified Performance Breach, as defined above, will only apply to the following Specified Activities:

I. Pre-Ordering

1.1.4.4.1 Average response time for OSS Pre-Order Interfaces

II. Ordering and Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.2 Average installation interval

1.1.4.4.3 Percent SWBT Caused Missed Due Dates

1.1.4.4.4 Delay Days for Missed Due Dates

1.1.4.4.5 Percent No Access

Specials and UNE Specials Loop and Port Combination

- 1.1.4.4.6 Average installation interval
- 1.1.4.4.7 Percent SWBT Caused Missed Due Dates
UNEs (Excludes UNE Loop and Port Combination)
- 1.1.4.4.8 Average installation interval
- 1.1.4.4.9 Percent SWBT Caused Missed Due Dates
Order Accuracy
- 1.1.4.4.10 Percent POTS Installation Reports Within 10 Days
- 1.1.4.4.11 Percent Specials Installation Reports Within 30 Days
- 1.1.4.4.12 Percent UNE Installation Reports Within 30 Days

Order Status

- 1.1.4.4.13 Percent Firm Order Completions received within "x" hours
- 1.1.4.4.14 Percent Mechanized Rejects Returned within 1 hour of the start of the EDI/LASR
batch process
- 1.1.4.4.15 Percent Mechanized Completion Notices return with one hour of successful
execution of the SORD (BU340) batch cycle

Held Orders

- 1.1.4.4.16 Percent Company Missed Due Dates Due to Lack of Facilities
- 1.1.4.4.17 Delay Days for Missed Due Dtes Due to Lack of Facilities

Flow Through

- 1.1.4.4.18 Percent Flow Through

III. Maintenance/Repair

Time to Restore

POTS & UNE POTS Loop and Port Combinations

- 1.1.4.4.19 Receipt to Clear Duration
- 1.1.4.4.20 Percent Out of Service < 24 Hours

Specials and UNE Specials Loop and Port Combination

1.1.4.4.21 Mean Time to Restore

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.22 Mean Time to Restore

1.1.4.4.23 Percent Out of Service < 24 Hours

Repeat Troubles

1.1.4.4.24 Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

1.1.4.4.25 Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

1.1.4.4.26 Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

Report Rate

1.1.4.4.27 POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

1.1.4.4.28 Specials and UNE Specials with Loop and Port Combination Failure Frequency

1.1.4.4.29 UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

Appointments Missed

1.1.4.4.30 POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair
Commitments

1.1.4.4.31 UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair
Commitments

No Access

1.1.4.4.32 POTS & UNE POTS with Loop and Port Combinations Percent No Access

IV. General

Billing

1.1.4.4.33 Percent of Billing Records Transmitted Correctly

1.1.4.4.34 Any Measurement listed below that is provided on an aggregate basis by SWBT (Reported for SWBT and CLECs combined) that in the future if SWBT provides the service such that SWBT differentiates itself from the CLEC, then SWBT would provide AT&T with the information related to AT&T and SWBT as well as the aggregate CLEC data.

2.0 Specified Performance Standards

2.1 The performing Party warrants that it will meet the above Performance Criteria, except in those instances where its failure to do so is a result of a) the other Party's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request.

3.0 Occurrence of a Specified Performance Breach.

In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a Party might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a Party having available to it end user opportunities similar to those opportunities available to a Party at the time of a breach; and 3) the difficulty of accurately ascertaining the amount of damages a Party would sustain if a Specified Performance Breach occurs. In the event of a Specified Performance Breach, the breaching Party agrees to pay the other Party, subject to Section 5.1 below, damages as referenced in all of section 1.1.4 of this Attachment.

4.0 Liquidated Damages

4.1 The damages payable by either Party as a result of a Specified Performance Breach will be the amounts specified for each Specified Performance Breach in all of section 1.1.4 (collectively, these amounts are referred to as "Liquidated Damages"). The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of the Parties at the time of the negotiation and entering into of this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the

damages either Party would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

5.0 Limitations

In no event will a Party be liable to pay the Liquidated Damages if that Party's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a Party to perform any of its obligations set forth in this Agreement; b) any delay, act or failure to act by an end user, agent or subcontractor of either Party; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of a Party's compliance with the Performance Criteria, or (ii) only suspends a Party's ability to timely perform the Specified Activity, the applicable time frame in which that Party's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

6.0 Records and Reports

- 6.1 SWBT will not levy a separate charge for provision of the data to AT&T called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 6.2 Reports are to be made available to the CLEC by the 15th day following the close of the calendar month. If the 15th falls on a weekend or holiday, the reports will be made available the next business day. If requested by AT&T, data files of AT&T raw data are to be transmitted by SWBT to AT&T on the 15th day pursuant to mutually acceptable format, protocol, and transmission media.
- 6.3 If SWBT does not provide a measurement at the time required, and fails to cure this omission by the 15th day of the succeeding month, the measurement will be considered to be out of parity by more than three standard deviations under the liquidated damages provisions set

forth above, unless SWBT can demonstrate that the omission was the result of any of the factors listed in section 5.1 above.

- 6.4 Using the rules defined for liquidated damages, SWBT will provide the credits for the associated damages within 30 days after reporting the measurement. Where liquidated damages result from a failure to report a measurement, SWBT will provide the credits within 30 days after the expiration of the cure period provided for in section 6.3 above (i.e., the 15th day of the month succeeding the month in which the omission occurred).
- 6.5 AT&T and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that AT&T requests such consultation and the issues raised by AT&T have not been resolved within 45 days after AT&T's request for consultation, then SWBT will allow AT&T to have an independent audit conducted, at AT&T's expense, of SWBT's performance measurement data collection, computing, and reporting processes. The auditor will enter into an appropriate non-disclosure agreement. AT&T may not request more than one audit per twelve calendar months under this section. This section does not modify AT&T's audit rights under other provisions of this Agreement.
- 6.6 Should SWBT at some future date purchase local services from AT&T, the Parties will negotiate performance measures to be provided to SWBT.

7.0 Remedial Plans

- 7.1 Within 15 business days after any of the following events occur, SWBT will prepare and provide to AT&T a remedial plan that specifies and schedules the steps SWBT will take to determine and remedy the particular performance deficiency:
- 7.1.1 SWBT reports performance for AT&T on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria; or
- 7.1.2 SWBT reports performance for AT&T on any Performance Measurement in three successive months that is greater than one standard deviations below the Performance Criteria.

8.0 Initial Implementation; Data Review

- 8.1 The Parties agree that none of the liquidated damages provisions set forth in this Attachment will apply (except for liquidated damages based on a failure to provide Performance Measurement reports) during the first three months after AT&T first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement. The remedial plan provisions of this Attachment apply during this three month period.
- 8.2 The Parties agree to revise the Performance Criterion for a Performance Measurement whenever a sufficient quantity of performance data indicate that SWBT's performance for itself on a particular measurement does not closely enough approximate a normal distribution curve to make use of standard deviation measures reasonable. In this event, the Parties will substitute a Performance Criterion that provides an alternative, statistically sound measure of parity performance. If the Parties cannot agree on a substitute Performance Criterion, they will appoint an independent statistician to select one.

9.0 Performance Measurements

SWBT will provide the following Performance Measurements under this Agreement:

- 9.0.1 All UNE combination measurements listed below will apply if and when SWBT combines the elements for the CLEC.
- 9.0.2 When SWBT does not combine elements for CLECs, some measurements below may not apply and additional measurements may be required to be developed based upon the access provided by SWBT to CLECs for the purpose of combining elements. Additional measurements required based upon the access given to CLECs for combining elements are subject to arbitration or dispute resolution by the Missouri Commission.
- 9.0.2.1 For UNE combination measurements that do not apply, liquidated damages are not applicable.
- 9.0.3 Liquidated damages for the following measurements will not apply unless the measurement for the CLEC includes at least thirty individual data points.

9.1 Pre-Ordering

9.1.1. Measurement - Average response time for OSS Pre-Order Interfaces

Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and DataGate) by function:

- Address Verification Datagate: 80% ≤ 5 sec 90% ≤ 7 sec
 Verigate: 80% ≤ 5 sec 90% ≤ 7 sec
- Request For Telephone Number
 Datagate: 80% ≤ 4 sec 90% ≤ 6 sec
 Verigate: 80% ≤ 4 sec 90% ≤ 6 sec
- Request For Customer Service Record (CSR)
 Datagate: 80% ≤ 6 sec 90% ≤ 8 sec
 Verigate: 80% ≤ 7 sec 90% ≤ 10 sec
- Service Availability
 Datagate: 80% ≤ 3 sec 90% ≤ 5 sec
 Verigate: 80% ≤ 11 sec 90% ≤ 13 sec
- Service Appointment Scheduling (Due Date)
 Datagate: 80% ≤ 2 sec 90% ≤ 3 sec
 Verigate: 80% ≤ 2 sec 90% ≤ 3 sec
- Dispatch Required
 Datagate: 80% ≤ 17 sec 90% ≤ 19 sec
 Verigate: 80% ≤ 17 sec 90% ≤ 19 sec

Calculation - $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})] / (\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

9.1.1.1 Note: The response times stated above may be altered if mutually agreed upon.

9.1.1.2 Note: AT&T and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

2. Measurement - EASE Average Response Time

Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return.

Calculation - $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported for all CLECs and SWBT by division name(CPU platform).

3. Measurement - Percent Responses Received within "x" seconds.

Definition - The % of functions completed in "x" seconds for pre-order interfaces (Verigate and DataGate) by function:

- Address Verification

DataGate: <5, <7, and >7

Verigate: <5, <7, and >7

- Request For Telephone Number

DataGate: <4, <6, and >6

Verigate: <4, <6, and >6

- Request For Customer Service Record (CSR)

DataGate: <6, <8, and >8

Verigate: <7, <10, and >10

- Service Availability

DataGate: <3, <5, and >5

Verigate: <11, <13, and >13

- Service Appointment Scheduling (Due Date)

DataGate: <2, <3, and >3

Verigate: <2, <3, and >3

- Dispatch Required

DataGate: <17, <19, and >19

Verigate: <17, <19, and >19

Calculation - $(\# \text{ of responses within each time interval} \div \text{total responses}) * 100$

Report Structure - Reported on a company basis by interface for DataGate and Verigate.

- 3.1** Note: AT&T and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

Ordering And Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

Measurement - Average installation interval

Definition - Average business days from application date to completion date for N,T,C orders, excluding customer caused misses and customer requested due dates greater than 5 business days.

Calculation - $[\Sigma(\text{completion date} - \text{application date})]/(\text{Total number of orders completed})$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

5. Measurement - Percent Installations Completed within "x" business days

Definition - Percent installations completed within 5 business days for FW and 3 business days for NFW orders from receipt of confirmed service order excluding orders where customer requested a due date greater than 5 business days for FW and 3 business days for NFW orders and orders with only customer caused misses.

Calculation - $(\# \text{ N,T,C orders installed within "x" business days} \div \text{Total N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

6. Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses.

Calculation - $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

7. Measurement - Delay Days for SWBT caused Missed Due Dates

Definition - Average calendar days from due date to completion date on company missed orders.

Calculation - $\Sigma(\text{Completion date} - \text{Committed order due date}) / (\# \text{ of posted orders})$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Broken out by Resale or UNE Loop and Port.

Measurement - Percent No Access

Definition - Percent of Field Work (FW) N,T,C orders that are no accessed.

Calculation - $\text{Count of FW N,T,C orders that are no accessed} \div \text{Total number of FW N,T,C orders}$.

Report Structure - Reported for CLEC, total CLECs and SWBT retail. Broken out by Resale or UNE Loop and Port.

Specials and UNE Specials Loop and Port Combination

1. Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - $[\Sigma(\text{completion date} - \text{application date})] / (\text{Total number of orders completed})$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

1. Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - $\sqrt{[\sum(\text{individual installation interval} - \text{mean installation interval})^2 / (\text{number of orders in the sample} - 1)]}$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

1. Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders (N,T,C orders include all orders that a CLEC may send to SWBT including conversions) where installations were not completed by the negotiated due date excluding customer caused misses.

Calculation - $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

UNEs (Excludes UNE Loop and Port Combinations)

1. Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - $[\sum(\text{completion date} - \text{application date})] / (\text{Total number of orders completed})$

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

The following are standard intervals for installation intervals for UNEs since no parity measurement is proposed:

- 2 Wire Analog and Digital and INP (1-10) – 3 Days
- 2 Wire Analog and Digital and INP (11-20) – 7 Days
- 2 Wire Analog and Digital and INP (20+) – 10 Days

DS1 loop(includes PRI) – 3 Days

Switch Ports – Analog Port – 2 Days

Switch Ports – BRI Port (1-50) – 3 Days

Switch Ports – BRI Port (50+) – 5 Days

Switch Ports – PRI Port (1-20) – 5 Days

Switch Ports – PRI Port (20+) – 10 Days

DS1 Trunk Port (1 to 10) – 3 days

DS1 Trunk Port (11 to 20) – 5 Days

DS1 Trunk Port (20+) – ICB

Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 days

Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days

Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

1. Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - $\sqrt{\sum(\text{individual installation interval} - \text{mean installation interval})^2 / (\text{number of orders in the sample} - 1)}$

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule). Standard to be developed as data is produced.

1. Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses.

Calculation - $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

B. Order Accuracy

1. Measurement - Percent POTS Installation Reports Within 10 Days (I-10)

Definition - Percent of N,T,C orders that receive a network customer trouble report not caused by CPE or wiring within 10 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports).

Calculation - (Count of N,T,C orders that receive a network customer trouble report within 10 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for POTS Resale and UNE POTS with Loop and port combinations by CLEC, all CLECs and SWBT retail by Field Work (FW), No Field Work (NFW) business and residence.

1. Measurement - Percent Specials Installation Reports Within 30 Days (I-30)

Definition - Percent N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - (Count of N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for Resale Specials and UNE Specials with loop and port combinations by CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

1. Measurement - % UNE Installation Reports Within 30 Days (I-30)

Definition - Percent UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - (Count of number of UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total UNE N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

1. Measurement - Provisioning Accuracy

Definition - % of orders installed without error.

Calculation - $(\text{Count of orders completed without error} \div \text{total orders}) * 100$

Report Structure - Reported by individual CLEC, all CLECs and SWBT.

C. Order Status

1. Measurement - % Firm Order Confirmations (FOCs) received within "x" hours.

Definition - Percent of FOCs returned within a specified time frame from receipt of service order to return of confirmation to CLEC.

- All Res. And Bus. < 24 Hours
- Complex Business (1-200) < 48 Hours
- Complex Business (200+) - negotiated
- UNE Loop (1-49 Loops) < 24 Hours
- UNE Loop (> 50 Loops) – 48 Hours
- Switch Ports < 24 hours

Calculation - $(\# \text{ FOCs returned within "x" hours} \div \text{total FOCs sent}) * 100$

Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders). The FOC for EASE is considered to be at the time the due date is negotiated and is not included in the calculation.

1. Measurement - Average Time To Return FOC

Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC.

Calculation - $\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Acknowledgment})]/(\# \text{ of FOCs})$

Report Structure - Reported for CLEC and all CLECs.

1. Measurement - Percent Mechanized Rejects returned within 1 hour of the start of the EDI/LASR batch process. The EDI and LASR processes executes every two hours between 6:00 AM and 12:00 AM.

Definition - % mechanized rejects returned 1 hour of the start of the EDI/LASR batch process.

Calculation - $(\# \text{ mechanized rejects returned within 1 hour} \div \text{Total rejects}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).). The 2 hour interval above is subject to change as the EDI polling time frame changes. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects

1. Measurement - Average Time to Return Mechanized Rejects

Definition - Average time required to return a mechanized reject.

Calculation - $\Sigma[(\text{Date and Time of Order Rejection}) - (\text{Date and Time of Order Acknowledgment})]/(\# \text{ of Orders Rejected})$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval to send a reject will be within 97% within 1 hour PON. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

1. Measurement - Percent Mechanized Completions Returned Within 1 hour upon the successful execution of the SORD (BU340) batch cycle which updates the order status, indicating a completion notice. The batch process executes at the following times: 9:00 am, 12:00 noon, 3:00 pm, 6:00 pm, 10:30 pm.

Definition - % mechanized completions returned within 1 hours for EDI and LEX.

Calculation - $(\# \text{ mechanized completions returned to CLEC within 1 hour} \div \text{Total completions}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval above is subject to change as the EDI polling time frame changes.

1. Measurement - Average Time to Return Mechanized Completions

Definition - Average time required to return a mechanized completion.

Calculation - $\Sigma[(\text{Date and Time of Notice Of Completion Issued to the CLEC}) - (\text{Date and Time of Work Completion})]/(\# \text{ of Orders Completed})$

Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval for returning completion will be >97% received within 1 hour of order completion. The 1 hour interval is subject to change as the EDI polling time frame changes.

D. Held Orders

1. Measurement - % Company Missed Due Dates Due To Lack Of Facilities

Definition - % N,T,C orders with missed committed due dates due to lack of facilities

Calculation - $\text{Total N,T,C orders with missed committed due dates due to lack of facilities} \div \text{Total N,T,C orders}$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Reported for > 30 calendar days & > 90 calendar days. (Calculated monthly based on posted orders.)

1. Measurement - Delay Days for Missed Due Dates Due to Lack of Facilities

Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities.

Calculation - $\Sigma(\text{Completion date} - \text{Committed order due date})/(\# \text{ of posted orders})$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE.

E. Flow Through

1. Measurement - Percent Flow Through

Definition - % of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT than analogous retail services, and automated provisioning to the extent that is provided for analogous retail services.

Calculation - ($\#$ of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT \div total orders sent).

Report Structure - Reported for CLEC, all CLECs and SWBT for POTS (Broken out by Resale and UNE loop+Port), Specials (Resale and UNE loop+Port), and UNE)

Maintenance/Repair

A. Time To Restore

POTS & UNE POTS Loop and Port Combinations

1. Measurement - Receipt To Clear Duration

Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable).

Calculation - $\Sigma[(\text{Date and time ticket is cleared with customer}) - (\text{Date and time ticket received})] \div \text{Total customer network trouble reports}$.

Report Structure – Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch

- Affecting Service - Dispatch
- Affecting Service - No Dispatch

1. Measurement - Standard Deviation of Receipt To Clear Intervals

Definition - Measure of the variation of the receipt to clear intervals around the mean receipt to clear interval.

Calculation - $\sqrt{\frac{\sum(\text{individual receipt to clear interval} - \text{mean receipt to clear interval})^2}{(\text{number of trouble reports in the sample} - 1)}}$

Report Structure - Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch
- Affecting Service - Dispatch
- Affecting Service - No Dispatch

1. Measurement - % Out Of Service (OOS) < 24 Hours

Definition - % of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, no access and all disposition code "13" reports (excludable).

Calculation - $\text{Count of OOS trouble reports} < 24 \text{ hours} \div \text{Total number of OOS trouble reports}$.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop+Port.

Specials and UNE Specials Loop and Port Combination

31. Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - $\Sigma[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{Total network customer trouble reports.}$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

32. Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - $\text{sqrt}[\Sigma(\text{individual time to restore interval} - \text{mean time to restore interval})^2 / (\text{number of trouble reports in the sample} - 1)]$

report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

UNEs (Excludes UNE Loop and Port Combinations)

33. Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - $\Sigma[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{Total network customer trouble reports.}$

Report Structure - Reported for CLEC ,all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule) by dispatch and no dispatch.

34. Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - $\sqrt{\sum(\text{individual time to restore interval} - \text{mean time to restore interval})^2 / (\text{number of trouble reports in the sample} - 1)}$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule) by dispatch and no dispatch.

35. Measurement - Percent Out Of Service (OOS) < 24 Hours

Definition - Percent of OOS trouble reports cleared in less than 24 hours.

Calculation - $(\text{Count of UNE OOS trouble reports} < 24 \text{ hours} \div \text{Total number of UNE OOS trouble reports}) * 100$

Report Structure - Reported for CLEC, CLECs and SWBT by "POTS like" loop (2-Wire Analog 8dB Loop).

B. Repeat Troubles

36. Measurement - Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and all disposition code "13" reports (excludable).

Calculation - $(\text{Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report}) \div (\text{Count of total customer trouble reports not caused by CPE or wiring and excluding subsequent reports})$

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

37. Measurement - Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

38. Measurement - Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule)

C. Report Rate

39. Measurement - POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

Definition - The number of customer trouble reports not caused by CPE or wiring, CPE and disposition code "13" reports within a calendar month per 100 lines.

Calculation - Count of customer trouble reports ÷ (total lines ÷ 100)

Report Structure - Reported for POTS Resale and UNE POTS loop and port combination by CLEC, all CLECs and SWBT retail. This measurement is only valid for line counts of 300,000 or greater. Broken out by Resale and UNE loop and Port Combination.

40. Measurement - Specials and UNE Specials with Loop and Port Combination Failure Frequency

Definition - The number of network customer trouble reports within a calendar month per 100 circuits.

Calculation - $\text{Count of network trouble reports} \div (\text{Total circuits} \div 100)$

Report Structure - Reported for resale specials and UNE specials with loop and port combination for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

41. Measurement - UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

Definition - The number of network customer trouble reports within a calendar month per 100 UNEs.

Calculation - $\text{Count of network trouble reports} \div (\text{Total UNEs} \div 100)$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule)

A. Appointments Missed

42. Measurement - POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports.

Calculation - $(\text{Count of trouble reports not cleared by the commitment time for company reasons} \div \text{Total trouble reports}) * 100$.

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop and Port Combination.

43. Measurement - UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time for company reasons.

Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ Total trouble reports) * 100

Report Structure - Reported for each CLEC, all CLECs and SWBT for "POTS type" loops (2-Wire Analog 8dB Loop)

E. No Access

44. Measurement - POTS & UNE POTS with Loop and Port Combinations Percent No Access

Definition - Percent of dispatched customer trouble reports with a status of "No Access" excluding disposition code "13" trouble reports.

Calculation - Count of dispatched customer trouble reports with a status of "No Access" ÷ Total dispatched customer trouble reports.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

General

A. System Availability

45. Measurement - OSS Interface availability

Definition - Percent of time OSS interface is available compared to scheduled availability

Calculation - (# Scheduled system available hours ÷ unscheduled system unavailable hours) * 100

Report Structure - Reported on a company basis by interface for EASE, DATAGATE, VERIGATE, LEX, and EDI. The RAF will be reported by CLEC. When EBI is available SWBT will provide interface availability. When any new system is available, the parties will negotiate in good faith to develop associated performance measurements.

The following will be the standard for availability for all systems except EASE. EASE will have a parity measurement since SWBT uses EASE for its retail operation. Availability >

99% for Datagate, Verigate, LEX, EDI, and RAF applications. This availability measurement includes the front end applications and does not include the legacy systems. Parity applies for the legacy systems since SWBT uses the legacy systems in its retain operation.

A. Center Responsiveness

46. Measurement - LSC Grade Of Service (GOS)

Definition - % of calls answered by the LSC within a specified period of time

Calculation - Total number of calls answered by the LSC within a specified period of time
÷ Total number of calls answered by the LSC

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

47. Measurement - LSC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Total queue time ÷ Total calls

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

48. Measurement - LOC Grade Of Service (GOS)

Definition - % of calls answered by the LOC within a specified period of time

Calculation - Total number of calls answered by the LOC within a specified period of time
÷ Total number of calls answered by the LOC

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (Repair Bureau).

49. Measurement - LOC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Total queue time ÷ Total calls

Report Structure - Reported for all calls to the LOC for all CLECs and SWBT retail (Repair Bureau).

C. Billing Timeliness

50. Measurement - Billing Accuracy

Definition - This measurement will be performed to verify that the bill audit process includes both Wholesale (e.g. UNE and RESALE) and Retail/Access. The CABS Bill Audit process includes all Feature Groups including U for Unbundled Network Elements for CLECs. Specific Billing conditions for each Feature Group will be validated and the same CABS Billing System and Billing Process is used for all Feature Groups. The CRIS Bill Audit Process includes both Resale and Retail bills.

A sample of all types of products/services, class of service, usage (e.g. intraLATA toll plans) will be reviewed. The same CRIS Billing System and Billing Process is used for the both Resale and Retail except Resale has the extra step to access % discount table. The % discount table is updated/validated when the Interconnection Agreement is implemented.

Calculation - # errors detected in bill audit.

Report Structure - Reported for aggregate of SWBT and CLECs.

51. Measurement - Percent of Accurate and Complete Formatted Mechanized Bills

Definition - Measures the % of accurate and complete formatted mechanized bills via EDI.

Calculation - $(\text{Count of accurate and complete formatted mechanized bills via EDI} \div \text{total \# of mechanized bills via EDI}) * 100$

Report Structure - Reported for CLEC, and all CLECs.

52. Measurement - Percent Of Billing Records Transmitted Correctly

Definition - Measures % of billing records transmitted correctly on the usage extract feed.

Calculation - $(\text{Count of billing records transmitted correctly with complete information and proper formatting} \div \text{total billing records transmitted}) * 100$

Report Structure - Reported for CLEC, and all CLECs.

53. Measurement - Billing Completeness

Definition - % of service orders on the bill for the current bill period.

Calculation - $(\text{Count of service orders included in current applicable bill period} \div \text{Total service orders in current applicable bill period}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT.

54. Measurement - Billing timeliness

Definition - Percent of bills released on time by bill type (i.e. paper, Bill Plus, EDI, BDT)

Calculation - $(\text{Count of bills released on time} \div \text{Total number of bills released}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT.

Operator Services and Directory Assistance

55. Measurement - Directory Assistance Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds.

Calculation - $(\text{Count of calls answered within "x" seconds} \div \text{Total calls answered}) * 100$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

56. Measurement - Directory Assistance Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - $\Sigma(\text{Date and time customer answered by SWBT representative} - \text{Date and time customer enters queue}) \div \text{Total calls}$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

57. Measurement - Operator Services Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds.

Calculation - (Count of calls answered within "x" seconds ÷ Total calls answered) * 100

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

58. Measurement - Operator Services Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - $\Sigma(\text{Date and time customer answered by SWBT representative} - \text{Date and time customer enters queue}) \div \text{Total calls}$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

Interconnect/Unbundled Elements and Combos

59. Measurement – Mean Network Performance Parity

SWBT agrees to provide to AT&T testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

60. Measurement – Standard Deviation of Network Performance Parity

SWBT agrees to provide to AT&T testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

61. Measurement - Availability of STP Links

Definition – This measurement will provide the number of minutes or seconds the STP link was unavailable on an incidence basis

Report Structure – The following will be reported by incidence for SWBT, CLEC, and all CLECs.

62. Measurement – Database accuracy

SWBT agrees to provide AT&T data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database accuracy. Either party may bring this issue to the commission via the dispute resolution process.

63. Measurement – Mean time for database query

SWBT agrees to provide AT&T data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database queries. Either party may bring this issue to the commission via the dispute resolution process.

64. Measurement – Mean Time for database updates

SWBT agrees to provide AT&T data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database updates. Either party may bring this issue to the commission via the dispute resolution process.

65. Measurement – Mean PDD for calls routed to CLEC OS/DA Platform

Definition – This measurement will provide the delay for the caller from the time the caller requests OS/DA to the time the call is routed to the correct trunk group to reach the CLEC OS/DA platform.

Report Structure – AT&T and SWBT will jointly develop a sampling process to determine the PDD for customized routed calls. Either party may bring this issue, if no agreement is reached to the commission, via the dispute resolution process.

66. When Electronic Jeopardy Notification and order acknowledgment is implemented between the parties, SWBT will provide the mean and standard deviation for time to provide jeopardies or other mutually acceptable measurement.

Note: Issue resolved. The agreed to language replaces Attachment 17 in its entirety.

Issue 2. Performance Data

Note: Issue resolved See Issue No. 1, above.

Issue 3. Performance Measurements: Provisioning Intervals

Note: Issue resolved See Issue No. 1, above.

IX. POLES, CONDUITS, AND RIGHTS-OF-WAY
AT&T - SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 1.

Note: Issue removed.

Issue 2.a.

Note: Issue resolved.

Issue 2.b.

Appendix: Poles, Conduit and Rights-of Way

3.06 Authorized contractor.

“Authorized contractors” are contractors selected by AT&T who may, subject to AT&T’s direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SWBT or persons acting on SWBT’s behalf. As used in this Appendix, the term “authorized contractor” does not refer to contractors performing routine installation, maintenance, or repair work on AT&T’s behalf or other contractors who may be selected by AT&T to perform work on AT&T’s behalf without SWBT’s approval. More specifically, the term “authorized contractor” refers only to those contractors included on a list of contractors mutually approved by AT&T and SWBT to perform one or more of the following tasks within a specified SWBT construction district: (a) installation of those sections of AT&T’s ducts or facilities which connect to SWBT’s conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such

person or entity has been approved by both parties and is an authorized contractor only in those SWBT construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SWBT construction district constitute approval of such authorized contractor for the area served by a different SWBT construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SWBT construction districts in which the work is to be performed. The parties have previously entered into three stipulations (Stipulations AT&T 59, 60, and 66) expressly permitting AT&T to perform activities which may be performed by an authorized contractor and providing for the parties to make lists of contractors mutually determined by the parties to be qualified to perform such activities. These stipulations have been made a part of the Arbitration Award in Texas PUC Docket No. 16226). In accordance with the parties' stipulations, AT&T shall be considered to be an authorized contractor for all tasks specified in this section as tasks which may be performed by an authorized contractor.

6.08 Specifications Applicable to Connections: Conduit

- (c) Where AT&T's duct or facility physically connects with SWBT's manhole, the section of AT&T's facility which connects to SWBT's manhole shall be installed by SWBT or its contractor at AT&T's expense (which shall be SWBT's actual costs or the price charged SWBT by the contractor). SWBT will perform this work in an interval consistent with the intervals SWBT performs the same or similar types of work for itself. If SWBT's interval for beginning or completing this work does not meet AT&T's needs, AT&T as an authorized contractor may perform the work itself or arrange for the work to be performed by an authorized contractor selected by AT&T from a list, jointly developed by AT&T and SWBT, of mutually agreed contractors qualified to perform such work. Work performed on SWBT's facilities

by an authorized contractor selected by AT&T to perform work under this subsection shall be performed in accordance with SWBT's standards and practices.

10.02 Obligation to Construct or Modify Facilities; Capacity Expansions.

The parties agree that SWBT may grant access subject to AT&T's approval of such make-ready work or facilities modifications as may be required to expand capacity to accommodate AT&T's request, in which event AT&T shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SWBT does not offer to expand capacity and denies AT&T's request for access, SWBT shall promptly notify AT&T of such determination as provided in Section 10.01(b). SWBT shall not deny AT&T's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

- (b) SWBT will, at its own expense, install inner duct in a timely manner to accommodate AT&T's space needs in accordance with the same time interval SWBT provides to itself. If SWBT's interval for beginning or completing make-ready work does not meet AT&T's needs, AT&T, as an authorized contractor, may perform the inner-duct installation itself or arrange for the work to be performed by an authorized contractor selected by AT&T from a list, jointly developed by AT&T and SWBT, of mutually agreed contractors qualified to perform such work. When inner duct is installed in SWBT's conduit system by AT&T or an authorized contractor selected by AT&T, SWBT shall provide the inner-ducting materials to be installed and AT&T shall bear all other installation expenses. AT&T shall give SWBT sufficient advance notice of the materials needed to enable SWBT to provide such materials to AT&T on a timely basis. AT&T shall return all unused materials, including unused inner duct and reels, to SWBT or purchase them from SWBT. Inner duct installed by AT&T or an authorized contractor selected by AT&T shall be installed in accordance with the same standards and practices which would be followed if the inner duct were

being installed by SWBT or SWBT's contractors. Neither AT&T nor persons acting on AT&T's behalf shall arrange for inner duct installation to be performed under this section by subcontractors who are not authorized contractors.

- (c) SWBT shall, at its expense, remove cables that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, AT&T, at its option, may request that SWBT excavate the obstruction. In the alternative, AT&T may (as an authorized contractor) excavate the obstruction itself or arrange for the work to be performed by an authorized contractor selected by AT&T from a list, jointly developed and maintained by AT&T and SWBT, mutually agreed contractors qualified to do such work. Such excavations will be at AT&T's expense; removal of the remainder of the cable will be at SWBT's expense. Excavation work performed by AT&T or an authorized contractor selected by AT&T shall be performed in accordance with the same standards and practices which would be followed if such excavation work were being performed by SWBT or SWBT's contractors. AT&T shall not conduct conduit excavation activities in any manner which jeopardizes or degrades the integrity of SWBT's structures. Neither AT&T nor persons acting on AT&T's behalf shall arrange for excavation work to be performed under this subsection by subcontractors who are not authorized contractors.

10.04 Performance of Make-ready Work.

- (a) AT&T and SWBT will mutually establish and maintain for each construction district a list of authorized contractors who may be selected by AT&T to perform make-ready work when SWBT's interval for beginning or completing such make ready work does not meet AT&T's needs.
- (b) Agreed to as filed.
- (c) Agreed to as filed.

(d) take-ready work performed by AT&T, by an authorized contractor selected by AT&T, or by a contractor, subcontractor, or other vendor jointly approved by the parties under subsection (c) shall be performed in accordance with SWBT's specifications, which shall be consistent with the same standards and practices which would be followed if such make-ready work were being performed by SWBT or SWBT's contractors. Neither AT&T nor authorized contractors selected by AT&T to perform make-ready work under this section shall conduct such work in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of SWBT's facilities.

Note: Issue resolved New language above agreed upon.

Issue 3.

Parties agree to the language filed in the Interconnection Agreement. The following sentence will be added to the end of Section 3.39:

As used in this Appendix, the term "rights-of-way" does not include cables, telecommunications equipment, and structures (such as controlled environment vaults, huts and cabinets) buried or otherwise placed on rights-of-way.

Note: Issue resolved. New language above agreed upon will be added to existing contract.

Issue 4

Appendix: Poles, Conduit and Rights-of-Way

3.48 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, SWBT's conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing

arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.

Note: Issue resolved. New language above agreed upon.

Issue 5.

Note: Issue resolved.

Issue 6.

Note: Issue resolved.

Issue 7.

Appendix: Poles, Conduit and Rights-of-Way

4.02 No Transfer of Property Rights to AT&T. Nothing contained in this Appendix or any license subject to this Appendix shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Appendix and licenses subject to this Appendix shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of SWBT's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in AT&T any right, title, or interest in or to any real or personal property owned by SWBT, and the placement of AT&T's facilities on or in SWBT's poles, ducts, conduits and rights-of-way shall not create or vest in SWBT any right, title, or interest in such facilities.

Note: Issue resolved. AT&T and SWBT agree to delete paragraph 4.03 and to new language above.

Issue 8.

Note: Issue resolved SWBT withdraws its proposed paragraph 4.05. AT&T withdraws its proposed paragraphs 4.05 and 4.06.

Issue 9.

Appendix: Poles, Conduit and Rights-of-Way

6.09(g) SWBT shall promptly suspend activities on, within, or in the vicinity of its poles, ducts, or conduits if notified by AT&T that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions to AT&T's customers). SWBT shall not resume such activities on or in the vicinity of its poles until it is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of SWBT's conduit system until both AT&T and SWBT are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that AT&T requires SWBT to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, AT&T agrees to compensate SWBT for the cost resulting from the delay.

Note: Issue resolved. New Language above agreed upon.

Issue 10.

Note: Issue resolved.

Issue 11.

Note: Issue resolved.

Issue 12.

Should either party relieve itself from liability for introducing hazardous substances to or discharging hazardous substances from SWBT's sites? Should SWBT's definition of the term "hazardous substances" be approved and should that defined term replace the term "environmental contaminants" proposed by AT&T?

- 3.20 Hazardous substances. The term "hazardous substances" refers to hazardous and toxic substances, waste, pollutants, contaminants, and materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9610(4), as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Appendix, including but not limited to the Occupational Safety and Health Act ("OSHA").
- 6.13 Hazardous Substances. AT&T acknowledges that, from time to time, hazardous substances (as defined in Section 3.20 of this Appendix) may enter SWBT's conduit system and accumulate in manholes or other conduit facilities and that hazardous substances may be present at other sites where SWBT's poles, ducts, conduits, or rights-of-way are located.
- (a) AT&T may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to AT&T as AT&T may deem necessary to determine the presence at such sites of hazardous substances. SWBT will assist AT&T, at AT&T's request and expense, in the performance of such inspections and tests.
- (b) SWBT makes no representations to AT&T or personnel performing work on AT&T's behalf that SWBT's poles, ducts, conduits, or rights-of-way will be free from hazardous substances at any particular time. Before entering a manhole or performing any work within or in the vicinity of SWBT's conduit system or any other site subject to access under this Appendix, AT&T or personnel acting on AT&T's

behalf shall independently determine, to their satisfaction, whether such hazardous substances are present and conduct their work operations accordingly.

- (c) Each party shall promptly notify the other of hazardous substances known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to AT&T pursuant to this Appendix if, in the sole judgment of such party, such hazardous substances create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.
- (d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws. Nothing contained in this Appendix shall be construed as relieving SWBT of liability for hazardous substances present at any site subject to this Appendix or as relieving either party of liability for introducing hazardous substances to the site or causing or contributing to the release of any such substances.

6.14 **Compliance with Environmental Laws and Regulations.** AT&T and SWBT agree to comply with the following provision relating to compliance with environmental laws and regulations:

- (a) Facilities attached by either party to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way following the effective date of this Appendix shall be constructed, placed, maintained, repaired, and removed by such party in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws.
- (b) All persons acting on AT&T's or SWBT's behalf, including but not limited to AT&T's or SWBT's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-

way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

- (c) From and after the effective date of this Appendix, neither party nor personnel acting on either party's behalf shall discharge or release hazardous substances onto or from the site of any SWBT pole, duct, conduit, or right-of-way. Neither AT&T nor SWBT nor personnel acting on either party's behalf shall discharge water or any other substance from any SWBT manhole or other conduit facility onto public or private property, including but not limited to any storm water drainage system, without first determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person.

Note: Issue withdrawn. Issue combined in Terms and Conditions section.

Issue 13a.

Note: Issue resolved.

Issue 13b.

Note: Issue resolved.

Issue 13c.

Note: Issue resolved.

Issue 13d.

Appendix: Poles, Conduit and Rights-of-Way

- 9.05(a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by SWBT or its authorized representative. Primary purposes of the field inspection will be to enable SWBT to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate AT&T's facilities; (2) plan and

engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SWBT's poles, ducts, conduits, rights-of-way, and associated facilities for AT&T's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work. SWBT may dispense with the field inspection if it appears that the information necessary to process AT&T's license application is already available from existing sources, including the application forms and such other information as may be available to SWBT. If AT&T has occupied the space requested before the issuance of a license, a post-installation inspection of AT&T's facilities may be performed, in place of the field inspection portion of the pre-license survey, to determine whether such facilities are in compliance with the specifications of Article 6 and other provisions of this Appendix. In performing such inspection, SWBT will not, without due cause and justification, repeat pre-occupancy survey work performed by AT&T.

SWBT may charge AT&T for post installation inspection expenses only if the inspection reflects that AT&T is in substantial noncompliance with the terms of this Appendix.

(c) Before performing any portion of the pre-license survey, SWBT shall obtain AT&T's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted. No authorization shall be required for post-installation inspections of AT&T's facilities when installation has occurred, pursuant to Section 8.03, before the issuance of a license.

10.01 (d) The parties agree to the language as filed in the Interconnection Agreement.

16.01 SWBT's Right to Make Periodic or Spot Inspections. SWBT shall have the right, but not the duty, to make periodic or spot inspections at any time of AT&T's facilities attached to SWBT's poles or placed within SWBT's ducts, conduits, or rights-of-way. Such inspections may be conducted for the purpose of determining whether facilities attached to SWBT's poles or placed in SWBT's conduit system are in compliance with the terms of this Appendix and licenses subject to this Appendix. SWBT may charge AT&T for inspection expenses only if the inspection reflects that AT&T is in substantial

noncompliance with the terms of this Appendix. If the inspection reflects that AT&T's facilities are not in compliance with the terms of this Appendix, AT&T shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify SWBT in writing when the facilities have been brought into compliance.

16.03 Withdrawn

Note: Issue resolved. Language above replaces that which is filed in the filed Interconnection Agreement.

Issue 14.

Note: Issue resolved

Issue 15a.

Appendix: Poles, Conduit, and Rights-of-Way

- 10.02 (a) SWBT agrees to modify its outside plant facilities to the extent that AT&T agrees to pay for the modification at cost as long as such modifications are consistent with capacity, safety, reliability, and engineering considerations which SWBT would apply to itself if the work were performed for SWBT's own benefit. SWBT may recover from AT&T the costs of modifying its outside plant facilities for AT&T's space. Except as otherwise specifically provided in this subsection, AT&T will pay half of SWBT's charges for such modifications at 50 percent job completion and the remainder at 100 percent completion. If the estimated out-of-pocket costs with respect to any project authorized by AT&T under this section will exceed \$250,000, SWBT may request that AT&T reimburse SWBT for materials and outside contractor costs as such costs are incurred, and AT&T shall not refuse such request without due cause and justification. As provided in Section 10.08 of this Appendix, AT&T shall be entitled to partial reimbursement for capacity expansion costs incurred pursuant

to this section in accordance with the Pole Attachment Act and applicable rules, regulations, and Commission orders.

- 19.03 Make-Ready Charges. Except as provided in Section 10.02(a), AT&T will pay half of SWBT's make-ready charges after 50% completion of work, and the remainder at completion. Bills and invoices submitted by SWBT to AT&T for make ready charges shall be due and payable 30 days after the date of the bill or invoice.

Note: Issue resolved. New language above agreed upon.

Issue 15b.

Appendix: Poles, Conduit and Rights-of-Way

- 10.08 Reimbursement for the Creation or Use of Additional Capacity. AT&T acknowledges that as a result of make-ready work performed to accommodate AT&T's facilities, additional capacity may become available on SWBT's poles or in its conduit system. In such event, AT&T shall not have any preferential right to utilize such additional capacity in the future and shall not be entitled to any pole attachment or conduit occupancy fees which may subsequently be paid to SWBT for the use of such additional capacity. SWBT shall, however, give AT&T notice of the subsequent use by SWBT or third parties of additional space or capacity created at AT&T's expense. If SWBT utilizes additional space or capacity created at AT&T's expense, SWBT will reimburse AT&T on a pro-rata basis for SWBT's share, if any, of AT&T's capacity expansion costs, to the extent reimbursement is required by the Pole Attachment Act and applicable rules, regulations, and commission orders. If any third party later utilizes any such additional space or capacity, SWBT shall, at the request of AT&T or such third party, provide such information as may be available to SWBT to assist AT&T and such third party in determining the amount, if any, which such third party may owe AT&T as its pro-rata share of AT&T's capacity expansion costs. SWBT, AT&T, and such third parties shall work together to determine the amounts owing to AT&T under this section.

Note: Issue resolved. New language above agreed upon.

Issue 16.

Note: Issue resolved. Paragraphs 6.08 agreed to, 10.02 (b) and (c) agreed to, 10.04 (d) resolved as currently written in Interconnection Agreement.

Issue 17.

12.07 Inspection of Facilities and Facilities Work by AT&T. Subject to the notice requirements of Section 6.11(a), AT&T may enter SWBT's conduit system at any time to inspect AT&T's own facilities. Subject to the notice requirements of Section 6.11(a), AT&T may also enter SWBT's conduit system to review facilities work performed by SWBT or any joint user; provider, however, that AT&T's review of facilities work performed by SWBT or joint user shall be for the sole purpose of ensuring the integrity of AT&T's facilities and shall be conducted by AT&T at AT&T's expense. AT&T shall limit its review of facilities work performed by SWBT and joint users to those work operations whose size or scope would lead AT&T to a reasonable expectation that damage to its facilities may have occurred or may be imminent.

Note: Issue resolved. New language above agreed upon.

Issue 18.

Note: Issue resolved.

Issue 19.

17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(d) of this section, SWBT may, without notice to any person or entity, remove from SWBT's poles or any part of SWBT's conduit system any untagged or unmarked facilities, including any such facilities owned or used by AT&T, if SWBT determines that such facilities are not the subject of any current license authorizing their

continued attachment to SWBT's poles or occupancy of SWBT's conduit system and are not otherwise lawfully present on SWBT's poles or in SWBT's conduit system.

(d) If the facilities appear to be local facilities used by AT&T but not authorized under a current license subject to this Appendix (or any other current agreement between the parties), the provisions of Sections 17.05-17.12 shall apply.

- 17.03 **Verification That Presently Attached Facilities Are Subject to Existing Licenses.** If AT&T determines that facilities presently owned or used by AT&T and attached to SWBT's poles are occupying space within any SWBT duct or conduit in this state or not the subject of current licenses, AT&T shall promptly notify SWBT and either apply for licenses for such facilities or remove the facilities from SWBT's poles, ducts or conduits. Nothing contained in this section shall be construed as requiring AT&T to make a field audit of its existing facilities.
- 17.04 **Updating of Plant Location Records.** AT&T shall furnish SWBT, upon request, with such information as may from time to time be necessary for SWBT to correct and update SWBT's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space.
- 17.05 **Notice to AT&T.** If any of AT&T's local facilities for which no license is presently in effect are found attached to SWBT's poles or anchors or within any part of SWBT's conduit system, SWBT, without prejudice to other rights or remedies available to SWBT under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written notice to AT&T advising AT&T that no license is presently in effect with respect to the facilities and that AT&T must, within 60 days, respond to the notice as provided in Section 17.06 of this Appendix. The notice shall include a statement by SWBT of the factual basis for its belief that the facilities in questioned may be AT&T's facilities. If it is determined that the facilities are not AT&T's facilities, AT&T is entitled to reasonable reimbursement for costs incurred in responding to the notice.

17.06 AT&T's Response. Within 60 days after receiving a notice under Section 17.05 of this Appendix, AT&T shall acknowledge receipt of the notice and submit to SWBT, in writing, either:

- (a) a denial or disclaimer of ownership or other interest in the facilities, together with an explanation of the basis for such denial or disclaimer;
- (b) a statement that the facilities are the subject of a current license, together with an explanation of the basis for AT&T's assertion that the facilities are currently licensed, or a statement that no license is required, and an explanation of the basis for that assertion; or
- (c) an application for a new or amended license with respect to such facilities, together with a full and complete explanation of the circumstances under which such facilities were attached to, placed within, or allowed to remain on or in SWBT's poles or any part of SWBT's conduit system. Such explanation shall include, at a minimum, the following:
 - (1) the date (or estimated date) when such facilities were attached to SWBT's poles or placed in SWBT's conduit system, and the basis supporting AT&T's selection of such date (or estimated date); and
 - (2) the basis for AT&T's assertion, if any, that decisions to attach, place or allow the facilities to remain on or in SWBT's poles or conduit system were made in good faith and without intent to circumvent SWBT's pole attachment or conduit occupancy licensing requirements.

17.07 Denial or Disclaimer of Ownership or Other Interest. AT&T's submission to SWBT of a denial or disclaimer of ownership or other interest in the facilities shall constitute AT&T's waiver of any objection AT&T may have to SWBT's removal of the facilities. Submission of such a denial or disclaimer shall not be construed as an agreement by AT&T to pay any charges associated with removal of the facilities and shall be deemed to be a denial of any such responsibility.

- 17.08 Review by SWBT of Licensing Status. Within 15 business days after receiving AT&T's statement that the facilities are the subject of a current license or that no license is required, SWBT shall review AT&T's explanation of the basis for AT&T's assertions and shall advise AT&T, in writing, whether it agrees or disagrees with AT&T's assertions. If SWBT agrees with AT&T's assertions, the parties may amend the applicable license and no further action shall be required of AT&T. If SWBT does not accept AT&T's position, AT&T shall, within 60 business days, apply for a new or amended license as provided by Section 17.06(c) of this Appendix. Except that, if AT&T determines that the facility in question is the property of AT&T's long distance operations, AT&T will so notify SWBT and provide a contact within AT&T's long distance operations. SWBT shall thereafter deal with AT&T's long distance operations.
- 17.09 Approval of License and Retroactive Charges. If SWBT approves AT&T's application for a new or amended license, AT&T shall be liable to SWBT for all fees and charges associated with the unauthorized attachments as specified in Section 17.10 of this Appendix. The issuance of a new or amended license as provided by this article shall not operate retroactively or constitute a waiver by SWBT of any of its rights or privileges under this Appendix or otherwise.
- 17.10 Fees and Charges. This section applies to fees and charges with respect to AT&T's facilities placed on or in SWBT pole, duct, or conduit space which has not been assigned to AT&T. AT&T shall be liable to SWBT for all fees and charges associated with any such unauthorized pole attachments or conduit occupancy for which it is responsible. Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from SWBT's poles or conduit system and shall include, but not be limited to, all fees and charges which would have been due and payable if AT&T and its predecessors had continuously complied with all applicable SWBT licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. The parties shall engage in good faith discussions to reach a mutually agreed determination as to the amount due and owing. In some cases, it may be impractical, unduly difficult, or uneconomical to

determine the actual amount of fees which would have been due and payable if all licensing requirements had been met. Therefore, if the parties, through good faith discussions fail to reach agreement on the amount due and owing, and if the amount due and owing cannot be determined due to AT&T's inability to provide the information required to determine the correct amount, the amount owing with respect to each unauthorized attachment or occupancy shall be equal to three times the annual attachment and occupancy fees in effect on the date AT&T is notified by SWBT of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, AT&T shall rearrange or remove its unauthorized facilities at SWBT's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to SWBT or another joint user, and shall pay SWBT for all costs incurred by SWBT in connection with any facilities rearrangements, modifications, or replacements necessitated as a result of the presence of AT&T's unauthorized facilities.

- 17.11 Removal of Unauthorized Attachments. If AT&T does not apply for a new or amended license with respect to unauthorized facilities within the specified period of time, or if such application is received and specifically disapproved, SWBT shall by written notice request AT&T to remove its unauthorized facilities not less than 60 days from the date of notice and AT&T shall remove the facilities within the time specified in the notice; provided, however, that SWBT may request AT&T to remove such facilities at an earlier date if such earlier removal is necessary for reasons beyond SWBT's control. If the facilities have not been removed within the time specified in the notice, SWBT may, at SWBT's option, remove AT&T's facilities at AT&T's expense.
- 17.12 No Ratification of Unlicensed Attachments or Unauthorized Use of SWBT's Facilities. No act or failure to act by SWBT with regard to any unlicensed attachment or occupancy or unauthorized use of SWBT's facilities shall be deemed to constitute a ratification by SWBT of the unlicensed attachment or occupancy or unauthorized use, nor shall the payment by AT&T of fees and charges for unauthorized pole attachments or conduit occupancy exonerate AT&T from civil or criminal liability for any deliberate trespass or

other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

Note: Issue resolved.

Issue 20.

Appendix: Poles, Conduit and Rights-of-Way

18.04 Removal Following Replacement of Facilities. Each party shall remove facilities no longer in service from SWBT's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date such party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance ducts shall be governed by Section 12.04, 13.03, and 15.02 of this Appendix; provided further that this section applies only to the removal of facilities which have been replaced after the effective date of this Appendix; and provided that neither party shall be required to remove such facilities when due cause and justification exists for allowing them to remain in place. Neither party shall be required by this section to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless the other party requests such removal and removal expenses are paid by the person or entity requesting removal. Neither party shall be required to remove cables that would require excavation to remove unless the other party requests such removal and removal expenses are paid by the person or entity requesting removal.

Note: Issue resolved. New language above agreed upon.

Issue 21.

Appendix: Poles, Conduit and Rights-of-Way

19.01 Rates and Administrative Fees. The following rates and administrative fees shall apply during the terms of the parties' Interconnection Agreement and shall not be increased or decreased except as provided herein or by the Commission order.

(a) Rates for Pole Attachments and Conduit Occupancy. In accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, AT&T shall pay SWBT rates of \$2.35 per year per pole attachment and \$0.40 per duct foot per year for conduit occupancy, until such time as the Federal Communications Commission promulgates amended rules governing pole attachment and conduit occupancy rates. Conduit occupancy rates apply to manhole occupancy, calculated to the center point of the manhole. Pole attachment and conduit occupancy rates charged by SWBT to AT&T under this Appendix will then be adjusted in accordance with the FCC's rules on a going-forward basis.

(b) Administrative Fees. As provided by the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, SWBT shall be allowed to charge administrative fees to AT&T. The amount charged by SWBT to AT&T for administrative fees shall be identical to the amount charged by SWBT to CATV providers. Further, in accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, if the FCC promulgates rules governing the assessment of administrative fees, those rules shall apply to administrative fees charged by SWBT to AT&T on a going-forward basis.

(c) Rates for Occupancy of Inner Duct and Partitioned Conduit. SWBT's rates for partial duct and inner duct occupancy shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and Commission orders thereunder. Partial duct and inner duct rates shall be standardized rather than determined on a case-by-case basis which requires individual analysis of conduit sections occupied. If two or more cable facilities occupy a duct that has not been subdivided by inner duct, a half-duct occupancy rate will apply for each cable facility placed in the duct. A half-duct occupancy rate will apply to the first facility placed

by AT&T in a previously unoccupied duct that has not been subdivided by inner duct if the presence of AT&T's cable facility does not render the other half of the duct unusable by others. A half-duct rate shall apply to each inner duct occupied. If the FCC promulgates rules governing rates for partial duct and inner duct occupancy, those rules shall apply, on a going forward basis, to partial duct and inner duct occupancy rates charged to AT&T by SWBT under this Appendix.

Note: Issue resolved. New language above agreed upon.

Issue 22.

Appendix: Poles, Conduit and Rights-of-Way

- 19.04 Due Date for Payment, Interest on Past Due Invoices, Remedies for Non-payment, and Procedures for Disputing Charges. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to AT&T for any fees or charges under this Appendix shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. AT&T agrees to pay each such bill or invoice on or before the stated due date. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 60 days after the date of the bill or invoice.
- (a) Interest on past due bills and invoices shall accrue at the rate of 12% per annum, or the maximum rate allowed by law, whichever is less.
 - (b) If AT&T fails to pay, when due, any fees or charges billed to AT&T under this Appendix, and any portion of such fees or charges remains unpaid more than 15 calendar days after the due date, SWBT may send AT&T a written notice advising AT&T that this Appendix, or specified licenses subject to this Appendix, may be terminated if such fees or charges are not paid within 15 calendar days after the date of the notice. AT&T must remit to SWBT all such unpaid fees or charges, whether disputed or undisputed, within 15 days after the date of the notice. If AT&T pays

disputed fees under protest, and it is later determined that such fees or any portion thereof should be refunded, the portion of fees to be refunded shall be refunded with interest at the rate of 12% per annum or the maximum rate allowed by law, whichever is less.

- (c) AT&T may dispute any fees or charges billed by SWBT to AT&T under this Appendix by invoking the dispute resolution procedures available to AT&T under the parties' Interconnection Agreement or otherwise agreed to by the parties.
- (d) If AT&T does not dispute such fees or charges and any portion of such undisputed fees or charges remains unpaid 30 calendar days after the date of the notice, SWBT may, to the extent permitted by the Pole Attachment Act and applicable rules, regulations, and commission orders, terminate this Appendix and licenses subject to this Appendix, suspend the processing of pending applications for access to SWBT's poles, ducts, conduits, and rights-of-way located in this State, and refuse to accept further applications for access until such undisputed fees or charges, together with accrued interest thereon, have been paid in full. SWBT shall not terminate this Appendix for licenses subject to this Appendix for minor monetary amounts.

Note: Issue resolved. New language above agreed upon.

Issue 23.

Note: Issue resolved.

Issue 24.

Note: Issue resolved. Parties agree to insert language concerning indemnification and limitation of liability into the Terms and Conditions section of the Agreement.

This issue is a subset of Issue 16 and will be merged as 16a.

Issue 25.

Note: Issue resolved. Parties agree to insert language concerning indemnification and limitation of liability into the Terms and Conditions section of the Agreement.

This issue is a subset of Issue 16 and will be merged as 16b.

Issue 26.

Note: Issue resolved.

Issue 27.

Note: Issue resolved. Removal of all of Article 27 was agreed upon by the Parties.

Issue 28.

This issue is a subset of Issue 16 and will be merged as 16c.

Appendix: Poles, Conduit and Rights-of-Way

ARTICLE 29: NOTICES

29.00 SCOPE OF ARTICLE. THIS ARTICLE APPLIES ONLY TO OPERATIONAL NOTICES REGARDING POLES, DUCTS, CONDUITS, AND RIGHTS-OF WAY. FOR ALL OTHER NOTICES, PLEASE REFER TO THE TERMS AND CONDITIONS SECTION OF THE INTERCONNECTION AGREEMENT.

29.01 Notices to AT&T. All written notices required to be given to AT&T shall be delivered or mailed to AT&T's duly authorized agent or attorney, as designated in this section. AT&T may add special instructions by submitting to SWBT such instructions under an exhibit to be named Exhibit VI .

- (a) Such notice may be delivered to AT&T's duly authorized agent or attorney in person or by agent or courier receipted delivery.

- (b) Such notice may be mailed to AT&T's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.
- (c) AT&T may authorize delivery of the notice by telephonic document transfer to the AT&T's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.
- (d) Notices to AT&T shall be sent to the authorized agent or attorney designated below:

Guy Parks
District Manager
AT&T
17025 Castle Pine Drive
Reno, NV 89511
(702) 853-3067

29.02 Notices to SWBT. Except as otherwise provided in EXHIBIT VII ("Notices to SWBT"), all written notices required to be given to SWBT shall be delivered or mailed to SWBT's duly authorized agent or attorney, as designated in this section.

- (a) Such notice may be delivered to SWBT's duly authorized agent or attorney in person or by agent or courier receipted delivery.
- (b) Such notice may be mailed to SWBT's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

- (c) SWBT may authorize delivery of the notice by telephonic document transfer to SWBT's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.
- (d) On the effective date of this Appendix, and until further notice to AT&T, SWBT's duly authorized agent shall be the Utility Liaison Supervisor ("ULS") designated in EXHIBIT VIII.

29.03 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

EXHIBIT VI: See attachment.

EXHIBIT VII: [Agreed]

EXHIBIT VIII: [Agreed]

Note: Issue resolved.

Issue 29.

Note: Issue resolved. SWBT agrees to withdraw Article 32.

Issue 30.

Appendix: Poles, Conduit and Rights-of-Way

- 14.02(b) AT&T shall make all rearrangements of its facilities 60 days after receiving written notification by SWBT of the required rearrangements, provided, however, that the 60-day period may be extended upon request by AT&T, which request will not be reasonably refused by SWBT, if AT&T advises SWBT of the reason for the need for

the extension and proposes an appropriate completion date. SWBT may request that such modification be made within a shorter period of time, in which event AT&T shall not reject such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:

Note: Issue resolved. New language above agreed upon for part of subsection. The remainder of the existing contract subsection language is not in dispute.

Issue 31.²

Appendix: Poles, Conduit and Rights-of-Way

4.06 Required Franchises, Permits, Certificates, and Licenses. This Appendix shall not be construed as relieving either party from any obligations it may have to obtain legal authority to construct, operate, maintain, repair, and remove its facilities on public or private property (including but not limited to any required franchises, permits, certificates, licenses, easements, or the like) from all appropriate public authorities and private persons or entities.

8.02 Pole, Duct, and Conduit Space Assignments.

(b)

(2)

(vii) if applicable, a conspicuous statement that the notice pertains to a building entrance or building distribution duct or conduit or other space within a building.

9.02 Application Form.

(c)

²The issues matrix filed with the Missouri Public Service Commission contained two Issue 31 sections.

- (4) for building entrance or building distribution ducts or conduits or other space within a building, a conspicuous statement that the application pertains to a building entrance of building distribution duct or conduit or other space within a building;

18.05 Removal to Avoid Forfeiture. If the presence of AT&T's facilities on SWBT's poles or in SWBT's ducts, conduits, or rights-of-way would cause a forfeiture of the rights of SWBT to occupy the property where such pole, duct, conduit, or right-of-way is located, SWBT will promptly notify AT&T in writing and AT&T shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. SWBT will give AT&T not less than 60 days from the date of notice to remove AT&T's facilities unless prior removal is required to prevent the forfeiture of SWBT's rights. At AT&T's request, the parties will engage in good faith negotiations with each other, with joint users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of AT&T's facilities in the face of a threatened forfeiture.

Note: Issue resolved. New language above agreed upon.

Issue 32.

Note: Issue resolved. No additional language needed.

Issue 33.

Note: Issue resolved. No additional language required.

Issue 34.

Appendix: Poles, Conduit and Rights-of-Way

ARTICLE 24: ASSIGNMENT OF RIGHTS

24.01 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.

(a) Either party may assign or transfer rights or obligations under this Appendix, on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent which consent may be withheld only for due cause and justification.

(b) The parties shall provide each other with 60 days advanced notice in writing of any assignment subject to the provisions of this Article.

24.02 Incorporations, Mergers, Acquisitions, and Other Changes in AT&T Legal Identity. Nothing contained in this Appendix shall be construed as granting AT&T the right to sublicense any rights under this Appendix or licenses subject to this Appendix to any third party. Except as otherwise expressly permitted in this Appendix, AT&T shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to AT&T or to utilize such space.

ARTICLE 25: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

25.01 Termination Due to Non-Use of Facilities. AT&T shall, by written notice to SWBT, terminate this Appendix and all licenses subject to this Appendix if AT&T ceases to be a party entitled to access to SWBT's poles, ducts, conduits and rights-of-way under the Pole Attachment Act, ceases to do business in this State, or ceases to make active use of SWBT's poles, ducts, conduits, and rights-of-way in this State.

Note: Issue resolved. New language above agreed upon.

Issue 35.

Appendix: Poles, Conduit and Rights-of-Way

- 6.03 **Infrequent Construction Techniques and Connectivity Solutions.** Unless precluded by documented engineering criteria or written guidelines SWBT applied to itself as of January 1, 1996, and consistent with considerations of safety, reliability, and engineering practice, SWBT will permit AT&T at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into SWBT's conduit systems. AT&T acknowledges that use of the above techniques will be rare, will be permitted only on a case-by-case basis, and must be performed in a manner which does not jeopardize the structural integrity of SWBT's facilities. Except as otherwise agreed to by the parties in writing, extension arms or stand-off brackets, if utilized, shall be installed as make-ready work in accordance with SWBT's specifications and at AT&T's expense. Once installed, extension arms and stand-off brackets shall become part of the pole and shall be owned by SWBT. Unused capacity on any such extension arms or stand-off brackets shall be deemed "available" (as defined in Section 3.07) for assignment and be considered as capacity expansion.
- 6.07 **Efficient Use of Conduit.** To ensure efficient use of conduits, SWBT will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically three or four inner ducts in a full four inch duct) as needed for SWBT's own business purposes and to accommodate AT&T and other joint users; provided, however, that SWBT shall not be required to install inner duct in anticipation of potential future requests for access by AT&T and other joint users. In addition, the parties shall, in accordance with SWBT's duct selection standards, install cables in inner duct when cable diameters permit.
- 6.10 **Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of SWBT's Conduit Systems.**

- (a) Except as may be mutually agreed upon by the parties in writing, AT&T shall not "rod" or clear any duct or inner duct in SWBT's conduit system other than a duct or inner duct assigned to AT&T. Following the assignment of a specific duct or inner duct to AT&T, AT&T may request that SWBT rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, SWBT shall assign to AT&T the next available duct or inner duct. AT&T's request for assignment of the next available duct shall be in writing, may be transmitted to SWBT via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by SWBT's own personnel.

8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space selected by AT&T will be assigned to AT&T as provided in this section. Information received by SWBT in connection with this section shall be subject to the provisions of Article 28 of this Appendix (Confidentiality of Information).

- (a) On receipt of AT&T's application for a pole attachment or conduit occupancy license has been received by SWBT, the pole, duct, and conduit space selected by AT&T shall be assigned to AT&T for a pre-occupancy period not to exceed 12 months, beginning with the date of such assignment. The assignment (and date *and time*) of assignment shall be *logged and* recorded in the appropriate SWBT records. If such space has been provisionally assigned to AT&T as authorized below in subsection (b), the 12-month pre-occupancy assignment period will begin on the date the provisional assignment is recorded in SWBT's records or the date of SWBT's receipt of AT&T's notice of intent to occupy under subsection (b), whichever date first occurs.
- (j) notices and applications including assignment requests will be date- and time-stamped on receipt. Because space will be selected and further assignments made based on entries logged and recorded in the appropriate SWBT records, the date and time of assignment will be the date and time when the assignment is recorded rather than the date and time of receipt of the application or notice requesting such

assignment. AT&T acknowledges that, to maximize the probability that AT&T will be assigned the space AT&T desires, AT&T should, when possible, submit applications and notices including assignment requests in person to SWBT at the site where the applicable records are maintained and should countersign the entry reflecting the assignment and time of assignment.

18.06 Notice of Completion of Removal Activities. AT&T shall give written notice to SWBT stating the date on which the removal of its facilities from SWBT's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until AT&T's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, AT&T has plugged all previously occupied ducts at the entrances to SWBT's manholes as required by Section 18.01(c) of this Appendix, and the notice required by this section has been given.

18.07 Notice of SWBT's Intent to Remove Facilities. If AT&T fails to remove its facilities from SWBT's poles, ducts, or conduits in accordance with the provisions of Sections 18.01-18.06 of this Appendix, SWBT may remove such facilities and store them at AT&T's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to AT&T for any injury, loss, or damage resulting from such actions. SWBT shall give AT&T not less than 60 days prior written notice of its intent to remove AT&T's facilities pursuant to this section and shall not remove the facilities, without first obtaining a court order authorizing such removal, pending the resolution of any dispute resolution procedures or legal proceedings initiated by either party to resolve questions relating to SWBT's right to remove the facilities. The notice shall state:

- (a) the date when SWBT plans to commence removal of AT&T's facilities, and that AT&T may remove the facilities at AT&T's sole cost and expense at any time before the date specified;
- (b) SWBT's plans with respect to disposition of the facilities removed; and

- (c) that AT&T's failure to remove the facilities or make alternative arrangements with SWBT for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

Note: Issue resolved. New language above agreed upon. Section 18.07 of the existing Agreement should be renumbered as 18.08 and 18.08 should be renumbered as 18.09.

**X. CONTRACT TERMS AND CONDITIONS AND OTHER ISSUES
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

Issue 1. Wholesale Discount

Note: Issue resolved.

Issue 2.

Note: Issue resolved. SWBT's language withdrawn.

Issue 5. Interference with Other Contracts

Note: Issue resolved. SWBT's language withdrawn.

Issue 7a. OS/DA Facilities; SWBT's Provision of Directory Assistance and Operator Services

Attachment 22: DA-Facilities

- 10.1 When AT&T desires to customize route Directory Assistance and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for each end office for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and AT&T chooses not to customize route the DA calls, AT&T agrees that SWBT will be the sole provider of DA for one year from the date that AT&T designates SWBT as AT&T's provider of DA. AT&T may choose a longer term up to the end of the term of the Interconnection Agreement.

Attachment 23: OS-Facilities

10.0 As to any end office where SWBT furnishes the Operator Services provided by this Attachment, AT&T agrees that SWBT will be the sole provider of local and intraLATA toll Operator Services provided to AT&T in such end offices for the period of time mutually agreed to by the Parties. When AT&T desires to customize route Operator Services and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for each end office for the customized routing of such calls. Where AIN-based_customized routing is available in an end office, and AT&T chooses not to customize route the OS calls, AT&T agrees that SWBT will be the sole provider of OS for one year from the date AT&T designates SWBT as AT&T's provider of OS. AT&T may choose a longer term up to the end of the term of the Interconnection Agreement.

Attachment 6. UNE

5.2.4.4 When AT&T desires to customize route Operator Services and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where AIN-based_customized routing is available in an end office, and AT&T chooses not to customize route the OS calls, AT&T agrees that SWBT will be the sole provider of OS for one year from the date AT&T designates SWBT as AT&T's provider of OS. AT&T may choose a longer term up to the end of the term of the Interconnection Agreement.

When AT&T desires to customize route Directory Assistance and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized

routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and AT&T chooses not to customize route the DA calls, AT&T agrees that SWBT will be the sole provider of DA for one year from the effective date AT&T designates SWBT as AT&T's provider of DA. AT&T may choose a longer term up to the end of the term of the Interconnection Agreement.

Note: Issue resolved. New language above agreed upon.

Issue 7b. Terms of the Attachment

Issue consolidated with 7a.

Issue 9. Other Limitation of Liability and Indemnification Provisions

Note: Issue resolved. SWBT's language withdrawn.

Issue 10. Per Transaction Charge

Attachment 5: Provision of Customer Usage Data

8.2 When any AT&T local service customer changes their local service provider to another LSP or SWBT, AT&T will be notified as described in the LSP notification change process, contained in Local Account Maintenance Methods and Procedures, dated July 29, 1996, or as otherwise agreed to by the parties. AT&T will pay to SWBT a per transaction charge of eight cents (\$0.08) for each WTN transmitted for SWBT's transmission of the change notification.

Attachment 10: Provision of Customer Usage Data-UNE

7.1 When AT&T purchases certain Network Elements from SWBT, SWBT will provide AT&T with Local Account Maintenance. When SWBT is acting as the switch provider for AT&T, where AT&T is employing UNEs to provide local service, SWBT will notify AT&T whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service from AT&T to another local service provider. SWBT will provide this notification via a mutually agreeable 4 digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with AT&T. SWBT will transmit the notification, via the Network Data Mover Network using the CONNECT: Direct protocol, within five (5) days of SWBT reprovisioning the switch. The TCSI, sent by SWBT, will be in the 960 byte industry standard CARE record format. AT&T will pay to SWBT a per transaction charge of eight cents (\$0.08) for each working telephone number (WTN) transmitted.

Note: Issue resolved. New language above agreed upon.

Issue 11.

Note: Issue resolved.

Issue 12.

Note: Issue resolved.

Issue 13. Special Request Process

Note: Issue resolved. AT&T's proposed language withdrawn.

Issue 14. Intervening Law

Terms and Conditions

3.1 This Agreement is entered into as a result of both private negotiation between the Parties and arbitration by the State Commission, acting pursuant to FTA96. If the actions of Missouri or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of the contract required by the Arbitration Award approved by the State Commission, the affected provision will be invalidated, modified, or stayed as required by the legislative body, court, or regulatory agency. In such event, the Parties will expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions will be submitted to the Missouri Public Service Commission for resolution, pursuant to FTA96, Sec. 252(b), (c) and (d), provided that either party may request expedited resolution by the Missouri Public Service Commission, with both parties retaining all rights of appeal.

Note: Issue resolved. New language above agreed upon.

Issue 17. Term of Agreement

Note: Issue resolved.

Issue 19.

Note: Issue resolved.

Issue 21.

Note: Issue removed.

XI. COLLOCATION
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 1.

Attachment 13: Appendix Collocation

2.4 SWBT may retain a limited amount of floor space for defined future uses within its eligible structures. SWBT will allocate other space within its Eligible Structures on a nondiscriminatory, "first-come, first-served" basis among itself, AT&T, and other collocators, provided that there is space and power available for collocation and for reasonable security arrangements and subject to any other limitations provided by law.

Note: Issue resolved. New language above agreed upon.

Issue 2.

Attachment 13: Appendix Collocation

2.5 The determination whether there is insufficient space to accommodate physical collocation at a particular Eligible Structure will be made initially by SWBT. If AT&T disputes SWBT's determination, AT&T can elect a review to be made by a third-party engineer, under a nondisclosure agreement. Both parties will agree upon the selection of an engineer the cost of which would be shared equally by both parties. The engineer selected will take into consideration SWBT's specific requirements of the eligible structure under review.

Note: Issue resolved. New language above agreed upon.

Issue 3.

Note: Issue resolved. AT&T's language withdrawn.

Issue 4.

Attachment 13: Appendix Collocation

3.2 Upon receipt of AT&T's application for Collocated Space, SWBT will begin to prepare a price quotation for the Collocated Space. SWBT will provide AT&T with the price quotation within thirty-five (35) business days of receipt of AT&T's Physical Collocation Application Form and Engineering Design Charge. When sufficient space is not available for physical collocation at a particular Eligible Structure as determined under Section 2.5, SWBT will refund the unused portion of the Engineering Design Charge to AT&T within thirty-five (35) business days of that determination.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 5.

3.3.2 The Monthly Charge will consist of the monthly charges for floor space, power usage, maintenance, administration, and taxes for equipment charged by SWBT to AT&T for use of the Collocated Space. Additional monthly charges may be added to this list upon approval of the state commission at the time the ICB is submitted for approval.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 6.

Attachment 13: Appendix Collocation

3.4 SWBT's price quotation will be calculated using an actual cost methodology for nonrecurring charges and a Missouri PSC approved forward-looking costing methodology for recurring charges. SWBT's price quotation will be sufficient to cover SWBT's reasonable costs and will be no greater than necessary for SWBT to earn a reasonable profit. AT&T will have 65 calendar days to accept or reject the price quotation. Upon acceptance, AT&T may ask the

state commission to review any of SWBT's charges for conformity with the above standards. However, AT&T remains committed to occupy the space regardless of the Commission's decision concerning pricing.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 7.

Attachment 13: Appendix Collocation

3.5 Prior to any obligation for AT&T to accept or reject SWBT's price quotation, SWBT will permit AT&T to inspect the Collocated Space to determine its suitability for AT&T's intended uses. Such inspection shall be made with an SWBT employee escort, the cost of which will be billed to AT&T at SWBT's then current loaded labor rate for a first level management employee. Subject to an appropriate non-disclosure agreement, SWBT will permit AT&T to review the construction plans as they exist at that time and to inspect supporting documents for the Preparation Charge, including the Common Charge (if AT&T is the first entity to which SWBT provides physical collocation in an Eligible Structure), the Collocated Space Charge, and any Custom Work charge. During this review, AT&T may request changes to the plans for the Collocated Space and to the extent possible, SWBT will incorporate the changes into the construction plans and the associated charges.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 8.

Attachment 13: Appendix Collocation

3.6 SWBT's price quotation will constitute a firm offer that AT&T may accept in writing within sixty-five (65) days of AT&T's receipt of the price quotation, subject only to the true-up procedure specified in Section 5.X below. SWBT will not reserve the Collocated Space for

AT&T during this sixty-five day period. If AT&T does not accept the price quotation in writing within sixty-five (65) days of AT&T's receipt of the price quotation, the price quotation will be automatically rescinded. Within thirty business days following acceptance, payment will be made pursuant to paragraphs 4.2 and 4.3. Failure to make such payment will be deemed a withdrawal of AT&T's acceptance.

Note: Issue resolved. New language above agreed upon.

Issue 9.

Attachment 13: Appendix Collocation

3.7 AT&T may better SWBT's, quoted Collocated Space Charge, or quoted Completion Interval for the Collocated space by subcontracting the preparation of the Collocated Space with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. AT&T will be responsible for the cost of its own contractors; SWBT will adjust the Preparation Charge to account for AT&T's provision of its own contractors.

Note: Issue resolved.

Issue 10.

Attachment 13: Collocation

4.3.1 Each time additional collocater(s) use(s) physical collocation in the same Eligible Structure, within thirty-six (36) months of the first billing date of the initial monthly charge for the physical collocater in that Eligible Structure, each previous collocater will receive a prorated refund of its previously paid Initial Common Charge.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 11.

Attachment 13: Appendix Collocation

- 4.4 At the written election of AT&T, and upon payment of the sums described above in Sections 4.X and 4.X, SWBT will begin preparing the Collocated Space for AT&T prior to receiving the regulatory approval required by Section 3.X above. Payment to SWBT of the remaining charges under these sections shall be due upon completion. If the Commission fails to give unqualified approval to the Parties' collocation arrangement as required by Section 3.X, and the Parties do not otherwise agree to continue the collocation arrangement for the Collocated Space, AT&T will pay to SWBT, within a reasonable time after the Commission's decision, an amount equal to SWBT's non-recoverable costs less net salvage and less the amount already paid to SWBT. Non-recoverable charges include the non-recoverable cost of equipment and material ordered, provided, or used; trued-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided, or used; labor, transportation and any associated costs. If the amounts already paid to SWBT plus the net salvage exceed SWBT's non-recoverable costs, SWBT will refund to AT&T the excess amount within a reasonable time after the Commission's decision.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 12.

Attachment 13: Appendix Collocation

- 4.5 SWBT will contract for or perform the preparation of the working drawings and specifications for the modification of the Eligible Structure and the preparation of the Collocated Space. Prior to SWBT commencing any construction or preparation activities on the collocated space, SWBT will provide copies of the working drawings and specifications to AT&T, and AT&T must approve these working drawings and specifications within seven

days of receipt. Upon AT&T's request, SWBT will modify the working drawings and specifications in accord with AT&T's requested alterations. SWBT will provide copies of the modified working drawings and specifications to AT&T, and AT&T must approve these modified working drawings and specifications within seven days of receipt. The Completion Interval will be abated between SWBT's provision of the working drawings and specifications to AT&T and AT&T's approval of those working drawings and specifications.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 13.

Attachment 13: Appendix Collocation

4.6 SWBT will provide costs for the preparation of the collocated space. SWBT will allow AT&T to evaluate those costs and make a decision as to whether AT&T wishes to obtain their own contractor for the preparation of the collocated space.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 14.

Attachment 13: Appendix Collocation

4.7 AT&T may better SWBT's bids by subcontracting the preparation of the Collocated Space with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. AT&T will be responsible for the cost of its own contractors; SWBT will adjust the Preparation Charge to account for AT&T's provision of its own contractors.

Note: Issue resolved. New language above agreed upon.

Issue 15.

Attachment 13: Appendix Collocation

4.8 Except for construction and preparation activities performed by AT&T's own contractors, SWBT or SWBT's subcontractors will perform the construction and preparation activities underlying the Preparation Charge, including the Common Charge, the Collocated Space Charge, and the Subcontractor Charges, and any Custom Work charges, using same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 16.

Attachment 13: Appendix Collocation

4.9 SWBT will provide to AT&T ordinary construction documentation submitted to and received from contractors or its internal engineering or installation work force, including but not limited to as-built drawings, for any work related to construction of the Collocated Space.

Note: Issue resolved. New language above agreed upon.

Issue 17.

Attachment 13: Appendix Collocation

4.10 SWBT will permit AT&T to inspect the ongoing preparation of the Collocated Space at regular intervals. At a minimum, SWBT will permit AT&T to inspect the Collocated Space when construction is approximately 25% completed, when construction is approximately 50% completed, and when construction is approximately 75% completed. During such inspections, AT&T shall be escorted by a SWBT employee to be charged to AT&T at the loaded labor rate of a first line management employee. Should AT&T's inspections reveal that SWBT or SWBT's subcontractors have deviated from the

approved working drawings and specifications in the construction of the Collocated Space, SWBT will correct those deviations as soon as reasonably practicable.

Note: Issue resolved. New language above agreed upon.

Issue 18.

Attachment 13: Appendix Collocation

- 4.11 SWBT will notify AT&T when construction of the Collocated Space is 50% completed. SWBT will confirm its Completion Interval, if possible; otherwise SWBT will notify AT&T of all jeopardies that could delay the preparation of the Collocated Space.

Note: Issue resolved. New language above agreed upon.

Issue 19.

Attachment 13: Appendix Collocation

- 4.12 SWBT will exercise due diligence to prepare the Collocated Space in a reasonable time period, not to exceed three months from AT&T's acceptance of SWBT's price quotation, unless otherwise mutually agreed to in writing by AT&T and SWBT. In the event that SWBT is not able to prepare the Collocated Space within the quoted Completion Interval, SWBT will provide AT&T with a revised Completion Interval within seven (7) working days after SWBT ascertains that the original Completion Interval cannot be met. If the revised Completion Interval is objectionable to AT&T, and the parties cannot resolve AT&T's objection, the issue may be presented to the state commission for review. Alternatively, if the revised Completion Interval is objectionable to AT&T, AT&T may individually subcontract the further preparation of the Collocated Space with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. AT&T will be responsible for the cost of its own contractors;

SWBT will, however, reduce the Preparation Charge by AT&T's cost of providing its own contractors.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 20.

Attachment 13: Appendix Collocation

4.13 If SWBT is not able to prepare the Collocated Space within the quoted Completion Interval, SWBT will be liable to AT&T for liquidated damages in the amount of \$1,000.00 for each day between the expiration of the quoted Completion Interval and the completion of the Collocated Space. This provision is subject to the Force Majeure clause in Paragraph 13 of the General Terms and Conditions of this Agreement.

Note: Issue resolved. New language above agreed upon.

Issue 21.

Attachment 13: Appendix Collocation

4.14 SWBT will notify AT&T within five (5) days after preparation is complete that preparation of the Collocated Space has been completed.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 22.

Attachment 13: Appendix Collocation

5.2 On or after the Commencement Date, AT&T will be permitted to access the Collocated Space and Eligible Structure for the limited purpose of inspecting the collocation space. At AT&T's request and at SWBT's expense, SWBT will correct all errors in SWBT's preparation of the

Collocated Space as soon as reasonably practicable. After AT&T has approved both SWBT's preparation of the Collocated Space and paid all applicable charges in accordance with paragraph 4.3, AT&T may occupy the Collocated Space.

Note: Issue resolved. New language above agreed upon.

Issue 23.

Note: Issue resolved. Parties agreed to delete AT&T's proposed language.

Issue 24a.

Attachment 13: Appendix Collocation

5.3 SWBT will provide a drawing that details the layout of a POTS frame provided by SWBT, if any, at the time of completion of the collocated space.

Note: Issue resolved, New language above agreed upon.

Issue 24b.

Attachment 13: Appendix Collocation

5.4 SWBT will provide AT&T, at the time of the price quotation, sufficient detailed information that will enable AT&T to determine the amount of cable required to reach from the SWBT designated manhole to AT&T's collocated space within the Eligible Structure.

Note: Issue 24b(1) is resolved. Issue 24b(2) is withdrawn by AT&T's deleting its language.

Issue 24c.

Note: Issue resolved. AT&T's agreed to withdraw its proposed language.

Issue 25.

Attachment 13: Appendix Collocation

5.5 Unless there are unusual circumstances, AT&T must place telecommunications equipment in the Collocated Space within sixty (60) days after AT&T is permitted to occupy the Collocated Space under Section 5.X above, provided, however, that this sixty (60) day period will not begin until the ICB is approved by the Commission. If AT&T fails to comply with this requirement, SWBT may offer the Collocated Space to another collocater provided, however, that SWBT may extend an additional ninety (90) days to AT&T upon a demonstration by AT&T that it exercised its best effort to comply with this requirement and that circumstances beyond AT&T's reasonable control prevented AT&T from complying with this requirement.

Note: Issue 25(1) is resolved. New language above agreed upon. Issue 25.(2) is withdrawn. Issue 25.(3) is resolved.

Issue 26.

The Monthly Charge may be increased upon thirty (30) days notice by SWBT.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 27.

Attachment 13: Appendix Collocation

5.6 In the event that AT&T cancels a request for Collocated Space or fails to occupy a Collocated Space in the time provided under Section 5.X above, then in addition to any other remedies that SWBT might have, AT&T will owe to SWBT its reasonable non-recoverable costs less estimated net salvage and less the amounts already paid to SWBT. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; trued-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the

costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. If the amounts already paid to SWBT plus the estimated net salvage exceed SWBT's reasonable nonrecoverable costs, SWBT will refund to AT&T the excess amount within thirty (30) days of the cancellation of the request. SWBT will provide to AT&T's third party accounting firm under a nondisclosure agreement a detailed invoice itemizing its non-recoverable costs.

Note: Issue resolved. New language above agreed upon.

Issue 28.

Attachment 13: Appendix Collocation

6.1 Billing shall occur on or about the 25th day of each month with payment due thirty (30) days from the bill date. Payment of a bill does not waive AT&T's right to dispute the charges contained therein.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 29.

Note: Issue resolved. SWBT withdrew its proposed language.

Issue 30.

Attachment 13: Appendix Collocation

7.1 Notwithstanding Section 2.X above, in the event that SWBT determines it necessary for the Collocated Space to be moved within an Eligible Structure or to another Eligible Structure, AT&T is required to do so. In such an event, AT&T shall be responsible for the preparation of the new Collocated Space at the new location if such relocation arises from circumstances beyond the reasonable control of SWBT, including condemnation or government order or

regulation that makes the continued occupancy of the Eligible Structure uneconomical or when an unsafe or hazardous condition makes abandonment of a central office necessary. Otherwise SWBT shall be responsible for any such preparation and will bear all SWBT and AT&T costs associated with the preparation and relocation. If Collocated Space is relocated under this Section 7.X, SWBT and AT&T will cooperate to insure that AT&T will not experience out of service conditions beyond reasonable cut-over intervals while collocated equipment is relocated, reconnected, and tested. SWBT will not be required to maintain a building strictly for the purposes of providing collocation.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 31.

Note: Issue resolved.

Issue 32.

Attachment 13: Appendix Collocation

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

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

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 33a.

Note: Issue deleted.

Issue 33.b.

Attachment 13: Appendix Collocation

9.1 Other than reasonable security restrictions, SWBT will place no restriction on access to the AT&T Collocated Space by AT&T's employees and designated agents. Such space will be available to AT&T employees and designated agents twenty-four (24) hours per day each day of the week.

Note: Issue resolved Issue resolved by AT&T agreeing to strike the last sentence in their proposed language and SWBT agreeing to accept the remainders of proposal

Issue 33c.

Subject to the other provisions hereof, AT&T may collocate the amount and type of telecommunications equipment necessary in its Collocated Space for access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to Section 10.X hereof, other collocators. All AT&T equipment placed in the Collocated Space will

conform to the equipment standards set forth in this Agreement and be operated in a manner not inconsistent with SWBT's network. Except as provided herein or as otherwise agreed in writing by the Parties, AT&T shall only collocate and use equipment as allowed by applicable law. Where space permits and for the purposes set forth in this Section 9.X, SWBT shall allow AT&T to locate remote switching module equipment in the Collocated Space if the Collocated Space is within a SWBT central office or tandem office; provided, however, that SWBT shall have no requirement to provide remote switching module equipment on a virtual collocation basis. No power-generating or external power-storage equipment, but in no event lead acid batteries, shall be placed in the Collocated Space. The point of termination (POT) bay will be located inside the caged area, equipped and cabled as requested by AT&T to minimize cable additions on an ongoing basis.

Note: Issue resolved. 33c(1) deleted. New language above agreed upon settles 33c(2), (3), (4), and (5).

Issue 33d.

Attachment 13: Appendix Collocation

9.2 Where security will permit, and where available, SWBT will provide access to eyewash stations, shower stations, bathrooms, and drinking water within the Eligible Structure. Whenever possible, SWBT will design Collocated Space to allow for such access on a twenty-four (24) hour per day, seven (7) day per week basis.

Note: Issue resolved. New language above agreed upon.

Issue 34.

Attachment 13: Appendix Collocation

10.2 AT&T will list all of its equipment and facilities that will be placed within the Collocated Space, with the associated power requirements, floor loading, and heat release of each

piece on the "Physical Collocation Application Form." AT&T warrants that this list is complete and accurate. Any incompleteness or inaccuracy may be a material breach of the particular physical collocation arrangement to which that list was associated. AT&T shall not place or leave any equipment or facilities within the Collocated Space beyond those listed on the Physical Collocation Application Form without the express written consent of SWBT, as specified in Section 10.X below.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 35.

Attachment 13: Appendix Collocation

10.2.1 In the event that, subsequent to the submission of the Physical Collocation Application Form, AT&T desires to place in the Collocated Space any equipment or facilities not listed on the Physical Collocation Application Form, AT&T shall furnish to SWBT a written list and description of the equipment or facilities substantially in the same form. SWBT may provide such written consent or may condition any such consent on necessary additional charges arising from the subsequent request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. SWBT will not unreasonably withhold consent under this Section 10.X.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 36.

Attachment 13: Appendix Collocation

10.5 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in Collocated Space shall not interfere with or

impair service over any facilities of SWBT or the facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those facilities or to the Eligible Structure; impair the privacy of any communications carried in, from, or through the Eligible Structure; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events in this Section may be a material breach of the particular physical collocation arrangement.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 37.

Attachment 13: Appendix Collocation

10.6.1 Upon AT&T's written request and as soon as practicable, SWBT will provide the connection between collocation arrangements on a time and materials basis whenever AT&T and another collocator cannot for technical reasons provide the connection for themselves by passing the facility through the cage wall(s). SWBT will provide nothing more than the labor and physical structure(s) necessary for the collocator(s) to pull facilities provided by one collocator from its cage to the cage of another collocator. If the collocators are not located on the same floor and cannot physically pull the cable themselves through the SWBT provided structure(s), SWBT will perform the cable pull on an time and materials basis. At no time will the collocators be allowed access to any portion of the central office other than the collocation area. SWBT will not make the physical connection within the collocator's cage, SWBT will not accept any liability for the cable or the connections, and SWBT will not maintain any records concerning these connections.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 38.

Note: Issue resolved. AT&T withdrew its proposed language.

Issue 39.

Attachment 13: Appendix Collocation

- 11.2 Within ninety (90) days of the effective date of the Interconnection Agreement, AT&T may object in writing to any of the provisions in SWBT's "Interconnector's Technical Publication for Physical Collocation," "Technical Publication 76300, Installation Guide," or SWBT's Emergency Operating Procedures, providing therewith an explanation for each such objection. At AT&T's discretion, AT&T may pursue such objections informally with SWBT, may pursue them with the state commission, or may invoke the applicable dispute resolution provisions of this Appendix.

Note: Issue resolved. New language above agreed upon.

Issue 40.

Attachment 13: Appendix Collocation

- 11.3 Any revision to SWBT's Technical Publication for Physical Collocation, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Appendix thirty (30) days after such revision is released by SWBT. At AT&T's discretion, AT&T may pursue objections to these revisions informally with SWBT or with the State Commission, or may invoke the applicable dispute resolution provisions of this Agreement. Notwithstanding the foregoing, any revision made to address situations potentially harmful to SWBT's network, the Eligible Structure, or the Collocated Space, or to comply with statutory and/or regulatory requirements shall become effective immediately. SWBT will immediately notify AT&T of any such revisions, and AT&T may object to those revisions in the manner and with the effect specified in this section 11.X.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 41.

Attachment 13: Appendix Collocation

- 12.3 AT&T is responsible for bringing the transmission media permitted by Section 8.1 to the points of entry to the Eligible Structure designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the AT&T-provided cable through the cable vault to the Collocated Space. The cost of extending the cable to the collocation space will be identified in the estimated price quotation. SWBT shall base the cost upon the loaded labor rate multiplied by the number of work hours required to perform the task and other charges that may be appropriate and specific to the work project in question.

Note: Issue resolved.

Issue 42.

Attachment 13: Appendix Collocation

- 12.4 Upon reasonable notice to SWBT, SWBT will fully extend the AT&T-provided cable through the cable vault to the Collocated Space on the same day that AT&T brings the AT&T-provided cable to the points of entry to the Eligible Structure designated by SWBT. While performing this operation, SWBT will be liable for any damage to the AT&T-provided cable that results from the placing operation. As used in this section, "same day" means same business day, provided that AT&T makes cables available at the points of entry to the Eligible Structure designated by SWBT by noon; otherwise, "same day" means the same time that the cable is made available on the next business day.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 44.

Note: Issue withdrawn.

Issue 45.

Attachment 13: Appendix Collocation

- 13.5.3 SWBT power equipment supporting AT&T's equipment will: (1) comply with applicable industry standards (e.g., Bellcore NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout; (2) provide feeder capacity and quantity to support the ultimate equipment layout for AT&T equipment in accordance with AT&T's collocation request; and (3) provide electrical safety procedures and devices in conformance with the OSHA or industry guidelines.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 46.

Attachment 13: Appendix Collocation

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

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 47.

Attachment 13: Appendix Collocation

- 16.2 If the Collocated Space is damaged by fire or other casualty, and the Collocated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within a reasonable time, SWBT has the option to repair the Collocated Space at its expense (as hereafter limited) and the Monthly Charge shall be abated while AT&T is deprived of use of the Collocated Space. If the Collocated Space cannot be repaired within a reasonable time, or SWBT opts not to rebuild, then the collocation arrangement with respect to that Collocated Space will terminate. Upon AT&T's written request, SWBT will provide to AT&T a comparable suitable collocation arrangement at another mutually agreeable location.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 49.

Attachment 13: Appendix Collocation

- 17.1 If AT&T materially breaches any of its obligations under this Appendix with respect to a particular Collocated Space, and the breach shall continue for forty-five (45) days after AT&T's receipt of written notice of breach, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess that particular Collocated Space, expel AT&T and any person or entity claiming under AT&T, remove AT&T's property, forcibly if necessary, and terminate the collocation arrangement with respect to that particular Collocated Space, without prejudice to any other remedies SWBT might have. SWBT must notify AT&T by facsimile that it has repossessed a Collocated Space within twenty-four (24) hours of its repossession of that Collocated Space. Thereafter, until the breach is cured or otherwise resolved by the parties, SWBT may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space by AT&T in the Eligible Structure where that Collocated Space is located.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 50.

Attachment 13: Appendix Collocation

- 17.3 SWBT must notify AT&T by facsimile that it has repossessed a Collocated Space within twenty-four (24) hours of its repossession of that Collocated Space.

Note: Issue resolved. New language above agreed upon.

Issue 51.

Attachment 13: Appendix Collocation

17.2 SWBT may refuse requests for additional space in Eligible Structures if AT&T is in material breach for forty-five days or more of this Appendix, including AT&T's owing any past due charges hereunder. In any and each such event, AT&T hereby releases and shall hold SWBT harmless from any duty to negotiate with AT&T or any of its affiliates for any additional space or physical collocations.

Note: Issue resolved. New language above agreed upon.

Issue 53.

See Issue 6.1 and 40.

Attachment 13: Appendix Collocation

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

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 54b.

Note: Issue withdrawn.

Issue 54c.

Attachment 13: Appendix Collocation

22.X AT&T releases SWBT from and waives its right to 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 AT&T or located on or in the space at the instance of AT&T by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk property insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives.

Note: Issue resolved. SWBT accepted AT&T's proposed language above.

Issue 54e.

Attachment 13: Appendix Collocation

22.13 AT&T must also conform to the recommendation(s) made by SWBT's Property Insurance Company which AT&T has already agreed to or to such recommendations as it shall hereafter agree to. With respect to recommendations for which SWBT seeks AT&T's agreement, SWBT will provide AT&T copies of recommendations and compliance requirements by its Property Insurer for AT&T's review.

Note: Issue resolved. New language above agreed upon to replace existing Agreement language.

Issue 55.

Attachment 13: Appendix Collocation

22.8 Through this Appendix, AT&T is placing telecommunications equipment and facilities on SWBT property for the purpose of access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to section 10.6 hereof, other collocators. The parties agree that this Appendix does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with any state commission, the Federal Communications Commission, any other regulatory body, and State and Federal Court, or in any other form that SWBT has agreed or acquiesced that any piece of AT&T equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).

Note: Issue resolved. AT&T accepted SWBT's language above.

Issue 56.

Attachment 13: Appendix Collocation

23.0 This Appendix may not be modified by the Parties except by a subsequent written document executed by the Parties.

Note: Issue resolved. New language above agreed upon.

Issue 57.

Note: Issue resolved.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 21st day of November, 1997.

W. K. Joyce

Service List for Case No. TO-98-115

Revised: November 20, 1997

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