

8.0 Alternatively Billed Calls

- 8.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to an unbundled Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using CLEC Network Elements (e.g., switch port) and billed to a SWBT line or other LEC or LSP are called "Outcollects."
- 8.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SWBT has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider (LSP) will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A message charge for SWBT's transmission of Outcollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.
- 8.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers (Incollects), SWBT will provide the rated messages it receives from the CMDS1 network or which SWBT records (non-ICS) to CLEC for billing to CLEC's end-users. SWBT will transmit such data on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4: Connectivity Billing-Resale of the Agreement and the credit will be \$.05 per billed message. CLEC and SWBT have stipulated that a per message charge for SWBT's transmission of Incollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.

9.0 Pricing

Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE Schedule of Prices.

APPENDIX INWARD
(Inward Assistance Operator Services)

1.0 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services when provided by the Parties to each other. Either Party can decline to provide inward assistance to the other Party.
- 1.2 Intentionally left blank.
- 1.3 Intentionally left blank.
- 1.4 Intentionally left blank.
- 1.5 As used herein, SNET means Southern New England Telephone Company.
- 1.6 The prices at which SWBT agrees to provide CLEC Inward Assistance Operator Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated. SWBT Pricing for Inward Assistance Operator Services shall be based on the rates specified in Appendix Pricing. The price set forth in Appendix Pricing is reciprocal and shall be the price SWBT will pay CLEC when SWBT operators utilize the Inward Assistance of CLEC's operator. For SNET, pricing for Inward Assistance Operator Services is non-reciprocal and is based on the rate specified in the applicable Appendix Pricing.

2.0 SERVICES

- 2.1 Where technically feasible and/or available, CLEC's and SWBT's Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
 - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
 - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3.0 DEFINITIONS

- 3.1 **"General Assistance"** – A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

- 3.2 **“Busy Line Verification”** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **“Busy Line Verification/ Interrupt”** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

4.0 RESPONSIBILITIES OF THE PARTIES

- 4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:
- 4.1.1 It is the responsibility of CLEC to order the necessary facilities to interconnect with SWBT's Operator Assistance switch(es). It is the responsibility of SWBT to provide the necessary facilities to CLEC's point of presence in the local exchange area/LATA to interconnect with CLEC's Operator assistance switches.
- 4.1.2 CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the SWBT Operator assistance switch utilizing MF signaling. Likewise, SWBT will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to CLEC's designated Operator assistance switch.
- 4.2 Intentionally left blank.
- 4.3 The Parties will furnish requests for service in writing to each other, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by the Parties. The Parties or their designated operator services providers shall submit Access Service Requests (ASRs) to each other to establish any new interconnection trunking arrangements.
- 4.4 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.
- 4.5 Intentionally left blank.
- 4.6 SNET - When utilizing the services of CLEC Inward Assistance, SNET and CLEC agree that compensation will be handled on a separate and unshared basis.

5.0 TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by SWBT's and CLEC's Operators for routing and connecting to each other's Operator assistance switches. These codes are specific to the various SWBT LATAs where the parties Operator Assistance switches are located.
- 5.2 The Parties Operator Services will require a Toll Center Code for the Parties Operator Services assistance switch. This code will be the routing code used for connecting the SWBT Operator to the CLEC Operator on an Inward basis.
- 5.3 If either Party requires establishment of a new Toll Center Code, the Party shall do so by referencing the Local Exchange Routing Guide (LERG).

6.0 Intentionally left blank

7.0 MONTHLY BILLING

- 7.1 SWBT will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to SWBT and remittance in full will be due within thirty (30) days of receipt.

8.0 LIABILITY

- 8.1 The Parties agree to defend and hold harmless each other from any and all losses, damages, or other liability including attorneys fees that indemnified Party may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the use by the indemnifying Party's operator of Inward Assistance Operator Services on the behalf of such indemnified Party's end users. The indemnifying Party shall defend against all end user claims just as if the operator of the indemnifying Party had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both Parties.
- 8.2 Each Party also agrees to release, defend and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by employees and equipment of the Party associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9.0 TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If the Parties terminate this Appendix prior to the expiration of the term of this Appendix, the terminating Party shall pay the other Party, within thirty (30) days of the issuance of any bills by the other Party, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by the Parties pursuant to this Appendix prior to its termination.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

ATTACHMENT 11: PHYSICAL NETWORK INTERCONNECTION

This Attachment 11 describes the physical construction requirements of CLEC and SWBT for interconnection of their networks for the transmission and routing of Exchange Service and jointly provided Switched Access service, including ordering, signaling, and maintenance.

The following are noted for reference.

- 1.0 Compensation terms for local and intraLATA toll and facilities and trunking to provide local and intraLATA toll are set forth in the appropriate Appendix Pricing of this Agreement.
- 2.0 Related record-keeping and record exchange requirements are set forth in Attachments 4, 5, 9 and 10 of this Agreement.
- 3.0 Charges for physical network interconnection, including port, collocation, and transport (facility and trunk) will be pursuant to Attachment 6, Schedule of Prices, of this Agreement.
- 4.0 Interconnection provided by SWBT shall be at least equal in quality to that provided to itself or any subsidiary, affiliate or third party and is subject to the requirements of Attachment 17 of this Agreement.
- 5.0 Intentionally left blank.

PART A: INTERCONNECTION POINTS

- 1.0 SWBT shall permit CLEC to physically interconnect with SWBT at any technically feasible point, including, without limitation, tandems, end offices, designated Points of Interconnection ("POI") and customer premises (with customer premises interconnection subject to Part B, Section 1.4 of this Attachment). Nothing in this Attachment shall limit CLEC's right to interconnect with SWBT. POI means the point at which the Parties physically interconnect their networks. The POI shall serve as the point of demarcation for maintenance and provisioning responsibilities between the Parties.
- *1.1 Subject to Section 1.2 below, the Parties will interconnect their network facilities at a minimum of one mutually agreeable and technically feasible Point of Interconnection (POI) in each SWBT Exchange Area in which CLEC offers local exchange service. For purposes of interconnection and inter-carrier compensation, "Exchange Area" shall be defined consistent with SWBT's Missouri retail tariffs, except that the entirety of a Metropolitan Calling Area ("MCA") shall be considered a single Exchange Area, in circumstances where CLEC establishes a POI at a SWBT local tandem located within that MCA. If CLEC establishes a POI at a SWBT local tandem located in a MCA, CLEC may, at its option, deliver to SWBT at that POI all traffic that originates and terminates within that MCA, until such time as traffic volumes between CLEC and a particular SWBT end-office within that MCA justify deployment of direct trunking. Each party will be responsible for providing necessary equipment and facilities on their side of the POI for this arrangement. If CLEC establishes collocation at an end office, any direct trunks will be provisioned over the CLEC collocation facility. A POI will be identified by street address and Vertical and Horizontal (V & H) Coordinates. This process will continue as CLEC initiates exchange service operations in additional SWBT Exchange Areas.
- *1.2 If CLEC desires a single POI or multiple POIs in a LATA, SWBT agrees to provide, for the exchange of local traffic, dedicated or common transport to any other Exchange Area within the LATA requested by CLEC, or CLEC may self-provision, or use a third party's facilities. Such interconnection shall be permitted only to the extent it is technically feasible. Disagreements regarding terms and conditions to implement this paragraph will be subject to negotiation and, if necessary, resolution in accordance with the provisions of General Terms and Conditions, Section 9.5 (Formal Resolution of Disputes).
- 1.3 Intentionally left blank.
- 2.0 Intentionally left blank.
- 3.0 Intentionally left blank.
- 3.1 Intentionally left blank.
- 3.2 Intentionally left blank.

- 3.3 The Interconnection of the CLEC and SWBT networks would be designed to promote network efficiency as long as CLEC does not combine traffic in order to avoid payment of access charges for intraLATA and interLATA traffic originating by or terminating to a customer who is not a CLEC local exchange customer.
- *3.4 Each Party will be responsible for providing facilities and engineering its network on its side of the IP.
- *3.5 Intentionally left blank.
- *4.0 If CLEC determines to offer local Interconnection within a SWBT area, CLEC shall provide written notice to SWBT of the need to establish Interconnection in each local exchange area. Such request shall include (i) CLEC's Switch address, type of Switch and CLLI code; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.
- 5.0 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 6.0 CLEC and SWBT will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Attachment.
- 7.0 CLEC and SWBT shall:
- 7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.2 Notify each other when there is any change affecting the service requested, including the due date.

PART B: INTERCONNECTION ARCHITECTURE

- 1.0 METHODS - The Party that is responsible to provide the transport facilities shall select one of the following interconnection methods to establish and augment such facilities in accordance with the provisions set forth in this Part B:
 - 1.1 Interconnection by one Party at the premises of the other Party.
 - 1.1.1 SWBT shall provide collocation to CLEC pursuant to the terms set forth in Attachment 13, Appendix Collocation, of this Agreement. CLEC may purchase such collocation at the rates, terms, and conditions set forth in this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the tariff, the Agreement shall control.
 - 1.1.2 CLEC, at its sole discretion, may permit SWBT to utilize space and power in CLEC facilities specified by CLEC solely for the purpose of terminating I-Traffic. The terms and conditions of such arrangement shall be pursuant to Part G: Space License of this Agreement.
 - 1.2 Leased Facilities – where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement and consistent with applicable law.
 - 1.3 Third Party Facilities – where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
 - 1.4 Intra-building Interconnection – where both Parties have constructed broadband facilities into a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) and agree to establish a POI at such location utilizing intra-building cable. Such arrangements will be subject to mutual agreement by both Parties.
 - 1.5 Mid-Span Fiber Interconnection -- subject to mutual agreement of the Parties, interconnection of each Party's fiber cable at a location where the parties have jointly established a POI, or where each Party provides a fiber cable to the other Party's serving wire center. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the POI.
 - 1.5.1 The Parties will work cooperatively in the selection of compatible transmission equipment.
 - 1.5.2 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.

*1.5.3 Subject to Part C, Mid-Span Fiber Interconnection trunks shall be two-way.

1.6 Intentionally left blank.

1.7 Either Party may combine originating local and intraLATA toll traffic with exchange access traffic on Feature Group B and D exchange access trunks it obtains from the other Party, and report to the other Party the factors necessary for proper billing of such combined traffic.

1.8 Any other method mutually determined to be technically feasible and requested by CLEC. If the Parties cannot agree that a particular method is technically feasible, after discussion for a period of thirty consecutive days, then either Party can seek resolution of such disagreement in accordance with the dispute resolution process set forth in Section 9 of the General Terms and Conditions of this Agreement. If a technically feasible interconnection method requested by CLEC pursuant to this Section 1.8 is substantially more costly to SWBT than each of the other methods explicitly provided for in this Part B, then CLEC shall bear the additional cost of such requested interconnection method, including a reasonable profit. If the Parties cannot agree (1) that such requested method is substantially more costly to SWBT than each of the other methods explicitly provided for in this Part B or (2) to the amount of any additional costs that CLEC would bear to interconnect to SWBT using such requested method, after discussion for a period of thirty consecutive days then either Party can seek resolution of such disagreement in accordance with the dispute resolution process set forth in Section 9 of the General Terms and Conditions of this Agreement.

*1.9 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

1.10 With respect to facilities that carry OS/DA, 911 or mass calling, each Party is financially responsible for the delivery of its originating traffic to the other Party's terminating switch (i.e., CLEC would be solely responsible for ancillary trunks used solely for CLEC's traffic).

1.11 Intentionally left blank.

1.12 Processes:

1.12.1 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Part E Section 7 will be used in determining trunk group sizing requirements and forecasts.

1.12.2 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

- 1.12.3 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.
- 2.0 TRANSITION TO NEW ARRANGEMENT – In the event the agreement includes interconnection arrangements that differ from those already employed by the Parties, the Parties will convert all existing I-Traffic, defined as local, intraLATA toll, transit, and meet point traffic, interconnection arrangements and trunks to the interconnection arrangements described in this Agreement in accordance with the following:
- *2.1 Within forty five (45) days of the Effective Date of this Agreement, the Parties will mutually develop a transition plan for each LATA or local exchange area based on the terms of this Agreement, that will specify: (1) each Party's IPs; (2) to the extent known at that time, each Party's plans for deploying new interconnection facilities (e.g., build or lease); (3) the existing interconnection arrangements that will be grandfathered, if any; (4) the applicable grandfather period for each such arrangement; (5) the sequence and timeframes for the balance of the existing arrangements to be converted to the new interconnection arrangement; and (6) any special ordering and implementation procedures to be used for such conversions.
- *2.2 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Agreement. If one Party unilaterally seeks to change the network architecture from one previously agreed to by the Parties, the Party seeking the change shall pay such conversion costs. The conversion costs will be defined as the time and materials required to complete the requested conversion.
- 2.3 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the Effective Date of the Agreement.
- 2.4 If, following one (1) year after the Effective Date of the Agreement, there exists any I-Traffic trunks which (1) are not grandfathered pursuant to Section 2.1 of this Part B and (2) have not been converted to the interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with the process set forth in Section 9 of General Terms and Conditions of this Agreement, to require the other party to complete such conversion.
- *3.0 MEET POINT TRAFFIC - The Parties will establish separate, two-way trunk groups to carry Meet Point Traffic. The trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of Meet Point Traffic:
- *3.1 Each Party will provide to the other Party tandem switching and transport of Feature Group B and D calls from end-users who have chosen an IXC that is connected to the first Party's tandem switch.

- 3.2 Neither Party will charge the other for the use of its facilities; and the Parties will allocate revenues from the switched access services provided to the IXC in accordance with MECOD/MECAB guidelines.
- *3.3 Such facilities will not be used by the long distance carrier to avoid access tandem charges, only to provide competition in the access tandem switching environment.
- 3.4 At CLEC's request, one-way Meet Point Traffic 64 Kbps CCC trunks will be established by the Parties to enable CLEC to deliver undipped 8YY traffic from CLEC Customers to the LEC SSP for dipping in the Industry Toll Free Data Base. All originating toll free service calls for which CLEC requests that SWBT perform the SSP function (e.g., perform the database query) shall be delivered to SWBT, using an agreed upon signaling format. This can be either GR-394-CORE format with Carrier Code "0110" and Circuit Code of "08" or GR-317-CORE format. Charges for dipping and transport to the IXC will be billed in accordance with MECOD/MECAB guidelines.
- 3.5 With respect to all CLEC 5ESS switches identified in the LERG with an OCN of 7421 (i.e., 5ESS adjunct switches to 4ESS switches), the parties will agree on a single destination in the LATA for all LEC bound translated 8YY calls (e.g., the SWBT tandem that such CLEC 5ESS switch subtends). All originating Toll Free Service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls, over a separate 64 kbps CCC Meet Point Billing Trunk Group. This trunk group can also be used for incoming IXC originated traffic destined for the CLEC end office.
- 3.6 In the case of Switched Access Services provided through either Party's access tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access Service customer will accept or pay for the traffic.
- *3.7 The tandem Party in meet point trunking arrangements shall direct traffic received from Switched Access customers directly to the other Party's end office serving the called party where such connection exists and is available. Where no such end office connection exists or is available, traffic received from Switched Access customers in all cases shall be sent to the other Party's tandem that is subtended by such end office.
- *3.8 The Parties agree to cooperate in determining the future technical feasibility of routing originating meet point billing traffic via a tandem of one Party and a tandem of the other Party for the purpose of delivering such traffic to the Switched Access customer. If such an arrangement is found to be technically feasible, the Parties will cooperate in implementing the arrangement, including the adoption of appropriate compensation terms.

- 3.9 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.
- 4.0 STANDARDS – The Parties will use the following interconnection standards:
- 4.1 The Parties agree to establish Binary 8 Zero Substitution - Extended Super Frame ("B8ZS ESF") line protocol, where technically feasible.
- 4.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. Except where multiplexing to a DS1 signal, DS3 facilities will be provisioned with C-bit parity.
- 4.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.
- 4.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Part F (Forecasting) of this Agreement and sound engineering practices.
- 4.5 Interconnection will be provided, subject to the operations plan described in Section 2 of this Part B, utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).
- 4.6 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, SWBT will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

PART C: TRUNK ARRANGEMENTS

- *1.0 Local and intraLATA toll and Transit Traffic trunk groups will be provisioned to carry combined local and intraLATA traffic. Unless the parties mutually agree otherwise, local and intraLATA toll and Transit Traffic trunk groups shall be two way trunks. Local, IntraLATA, local/IntraLATA, or InterLATA two-way trunk groups can be established between a CLEC switch and a SWBT Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained.
- *2.0 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The parties agree to the electronic exchange of data.
- 3.0 Intentionally left blank.
- 4.0 Transit traffic is originated by or terminated to the CLEC End User from or to other networks and not to SWBT End Users.
- 5.0 Intentionally left blank.
- 5.1 Intentionally left blank.
- 6.0 Intentionally left blank.
- 7.0 Intentionally left blank.
- *8.0 All traffic received by SWBT on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the SWBT End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.
- 9.0 Intentionally left blank.
- 10.0 Two-way Meet Point Traffic trunk groups will be established, separate from local and intraLATA toll and Transit trunk groups, pursuant to Section 3 of Part B, to carry Switched Access traffic for third-party IXC customers.
- 11.0 Intentionally left blank.

- *12.0 When SWBT has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish an InterLATA trunk group to each SWBT Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish an InterLATA trunk group with one Access Tandem in each state.
- 13.0 CLEC will home its NPA-NXXs to the applicable tandem that serves the geographic area for the V&H coordinate assigned to the NXX.
- 14.0 Intentionally left blank.
- *15.0 For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. When using an NXX over an area that is larger than what is typically assigned as the legacy SWBT rate center, the Party that owns the NXX will provide service to a specific end user with that Party's own facilities.
- 16.0 E911 Trunk Group
 - 16.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. Where the Parties utilize SS7 signaling and the E911 network has the appropriate technology available, only one E911 trunk group, at CLEC's option, shall be established to handle multiple NPAs within the local exchange area.
 - 16.2 CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the SBC-13STATE 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.
 - 16.3 CLEC will cooperate with SWBT to promptly test all 9-1-1 trunks and facilities between CLEC's network and the SWBT 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC will not turn-up live traffic until successful testing is completed by both Parties.
- *17.0 The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA or local exchange area.
- 18.0 Originating Feature Group B for meet point traffic delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.

- 19.0 Intentionally left blank.
- 20.0 The Parties shall deliver over any I-Traffic trunk groups groomed for a specific applicable tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the applicable tandem; (2) other SWBT end offices that do not normally subtend such tandem, for which calls are routed to that end office on an alternate routing basis, if implemented by SWBT; and (3) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the applicable tandem. With respect to Subsection (2), SWBT will provide to CLEC any alternate routing plan it has developed, so that CLEC may route traffic pursuant to such plan in the event of a network failure or other service affecting event.
- 21.0 The Parties shall deliver over any I-Traffic trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.
- 22.0 The source for the routing information for all traffic, including miscellaneous calls (e.g., time, weather, 976), shall be the LERG, unless otherwise agreed to between the Parties.
- 23.0 The Parties shall establish either (1) if both parties agree, the capability to perform call gapping and other protective network traffic management controls; or (2) separate, choke trunk groups for the completion of calls to customers such as radio contest lines. The choke trunk group will be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

- 24.0 N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the I-Traffic trunk groups. Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.
- 25.0 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. These services are provided in Appendix Inward.

- 26.0 Intentionally left blank.
- 27.0 Intentionally left blank.
- 28.0 The Parties will manage interconnection trunks in accordance with the following:
- 28.1 Both Parties will jointly manage the capacity of Meet Point Billing Trunk Groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Meet Point Billing Trunk Groups based on its capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization.
- *28.2 With respect to local and intraLATA toll trunk groups, CLEC and SWBT shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups. SWBT may send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Meet Point Billing Trunk Groups based on its capacity assessment.
- 28.3 Within ten (10) business days after receipt of the TGSR, the receiving Party will either issue an ASR to the other Party or will schedule a joint planning discussion to resolve and mutually agree to the disposition of the TGSR.
- 29.0 The Parties will implement trouble and testing procedures in accordance with the terms set forth in Part E: Network Maintenance and Management of this Agreement.
- 30.0 The technical and operational interfaces and procedures to be followed by the Parties are set forth in Part E: Network Maintenance and Management of this Agreement.
- 31.0 The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information will be provided by the Parties to each in the frequency and format set forth in Part F: Forecasting of this Agreement.
- 32.0 A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).
- To ensure that blocking standards are being met, SWBT agrees to provide upon a reasonable request of CLEC, the following information on all trunks, regardless of the type of traffic being transported:
- 32.1 the percentage of trunk groups blocked by route in SWBT's network,

- 32.2 traffic usage data (including, but not limited to, usage, peg and overflow counts) for each CLEC NXX subtending the SWBT tandem to determine which CLEC traffic by NXX is being blocked, and
- 32.3 the point(s) behind the tandem in SWBT's network where the blocking is occurring.
- 32.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at a minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 32.5 Upon a reasonable request, each Party will make available to the other, trunk group measurement reports for trunk groups terminating in the requesting Party's network. These reports will contain offered load, measured in CCS (100 call seconds), that has been adjusted to consider the effects of overflow, retries and day-to-day variation. They will also contain overflow CCS associated with the offered load, day-to-day variation, peakedness factor, the date of the last week in the four week study period and the number of valid days of measurement. These reports shall be made available at a minimum on a semi-annual basis upon request.
- 33.0 The Parties agree to jointly manage the capacity of I-Traffic trunk groups by developing and implementing engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional trunking.

PART D: SIGNALING AND SIGNALING SYSTEM 7 (SS7)
NETWORK INTERCONNECTION

- 1.0 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CLEC requests that CCS interconnection is established directly between CLEC and SBC-SWBT, then the Parties will meet to negotiate the rates, terms, and conditions.
- 2.0 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

PART E: NETWORK MAINTENANCE AND MANAGEMENT

1.0 The Parties will work cooperatively to install and maintain a reliable network. CLEC and SWBT will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

2.0 Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other.

3.0 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by SWBT hereunder, SWBT will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by SWBT to itself or any subsidiary, Affiliate or any other carrier whose network is connected to that of SWBT. CLEC and SWBT may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

4.0 Notice of Changes Section 251(c)(5)

If SWBT makes a change in the information necessary for the transmission and routing of services using SWBT's network, or any other change in its network which it believes will materially affect the interoperability of its network with CLEC's network, SWBT shall provide at least ninety (90) days advance written notice of such change to CLEC, and shall use all reasonable efforts to provide at least one hundred eighty (180) days notice where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, SWBT will comply with such rules. This Agreement is not intended to limit SWBT's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with SWBT's obligations to CLEC under the terms of this Agreement.

5.0 Joint Network Implementation and Grooming Process

CLEC and SWBT shall jointly develop an implementation and grooming process which shall define and detail, among other things,

- (a) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- (b) disaster recovery provision escalations;
- *(c) migration from one-way to two-way or two-way to one way, as the case may be, Interconnection Trunks in accordance with Part C;
- (d) the procedures to govern any CLEC request for information concerning available SWBT network facilities;
- (e) additional technically feasible and geographically relevant IPs or methods of Interconnection; and
- (f) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

6.0 Installation, Maintenance, Testing and Repair

Interconnection shall be equal in quality to that provided by SWBT to itself or any subsidiary, Affiliate, or third party. For purposes of this section, "equal in quality" means the same or equivalent interface specifications, provisioning, installation, maintenance, testing and repair intervals for the same or equivalent services. If SWBT is at any time unable to fulfill its obligations under this Section 6, it shall notify CLEC of its inability to do so and will negotiate alternative intervals in good faith. SWBT shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all services, including Interconnection, provided to CLEC under this Agreement that it currently provides for the maintenance of its own network. SWBT shall provide CLEC at least sixty (60) days' advance notice of any scheduled maintenance activity that may impact CLEC's Customers. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, and estimated number of work-hours for completion.

- 6.1 Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that CLEC LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate SWBT switches. A mutually agreed to test calling plan shall be conducted to ensure successful completion of originating and terminating calls.
- 6.2 The Parties will coordinate continuity testing to ensure that signals are passed for access and egress.
- 7.0 Trunk Servicing
 - 7.1 Orders from one of the Parties to the other to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR) (or other industry standard form, agreed to by the Parties) for local service ordering, transmitted using an electronic ordering interface. Each Party will issue ASRs for the trunks groups for which it has order control. The Parties agree that neither Party shall alter trunk sizing without first conferring, through the TGSR, ASR or other means, with the other Party.
 - 7.2 Both Parties will manage the capacity of local interconnection trunk groups. SWBT will issue an ASR to CLEC to trigger changes SWBT desires to the SWBT originating interconnection trunk groups based on SWBT's capacity assessment. CLEC will issue an ASR to SWBT to trigger changes CLEC desires to the CLEC originating interconnection trunk groups based on CLEC's capacity assessment.
 - 7.2.1 Either Party may issue a Trunk Group Service Request (TGSR) to the other Party to trigger changes it desires to the other Party's local interconnection trunk groups, for which the other Party has order control, based on its capacity assessment. Within ten (10) business days after the receipt of the TGSR, the receiving Party will either issue an ASR to the other Party or will schedule a joint planning discussion to resolve and mutually agree to the disposition of the TGSR.
 - 7.2.2 The Party submitting an ASR will provide complete and accurate tie down inventory assignments, in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order. Additional tie down information, such as span information, may be required when applicable.
 - 7.2.3 The Parties will prepare ASRs and TGSRs pursuant to the Industry Standard Guidelines of the OBF. When submitting an ASR, SWBT will identify CLEC's end office or virtual end office in the SECLOC field of the ASR form.
 - 7.2.4 The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.

- 7.3 The standard interval used for the provisioning of additions to local interconnection trunk groups shall be no greater than twenty (20) business days, from the receipt of a properly completed ASR, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. SWBT remains open to consider expedited installation intervals, upon request by CLEC.
- 7.3.1 The only action for failure to meet any performance standards are contained in Appendix Performance Measures.
- 7.4 If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, CLEC will endeavor to provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. Any CLEC requests for a service due date change that is more than thirty (30) calendar days beyond the original service due date will be subject to the agreement of both Parties. Should agreement not be reached on the new due date, the ASR shall be considered cancelled.
- 7.5 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. If orders that are component pieces of a major project are submitted after project implementation has been jointly planned and coordinated, they shall be submitted with a major project reference. Major projects are those that require the coordination and execution of multiple orders or related activities between and among SWBT and CLEC work groups, including, but not limited to, the initial establishment of local interconnection or meet point trunk groups, extending service into a new area, NXX code moves, facility grooming, or network rearrangements. Several orders submitted at one time may not be classified as a major project hereunder without the consent of the submitting Party. Each Party will identify a single point of contact that will be responsible for overall coordination and management of a major project through an agreed completion point.
- 7.6 As provided herein, CLEC and SWBT agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. CLEC and SWBT agree to exchange an up-to-date list promptly following changes in personnel or information.
- 8.0 Network Management
- 8.1 Protective Protocols -- Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. CLEC and SWBT will immediately notify each other of any protective control action planned or executed.

- 8.2 Expansive Protocols -- Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
- 8.3 Mass Calling – CLEC and SWBT shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.
- 9.0 Interference or Impairment

In a blocking final situation, a TGSR will be issued by SWBT when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. CLEC will place a "Y" in the Expedite Field and "Blocking" in the Remarks Section of the ASR.

PART F: NETWORK INTERCONNECTION - TRUNK FORECASTING

- 1.0 The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. CLEC agrees to provide an initial forecast for establishing the initial interconnection facilities. SWBT shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. The Parties agree to provide non-binding trunk forecast information to each other twice a year for the trunk groups for which they have order control. SWBT will use the latest CLEC forecasts received prior to January 1 and July 1 for consideration in the semi-annual publication of the SWBT General Trunk forecast. The semi-annual forecasts shall include:
 - 1.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and;
 - 1.2 The use of Common Language Location Identifier, described in Telcordia documents BR 795-100-100 and BR 795-400-100 and;
 - 1.3 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 2.0 If differences in semi-annual forecasts of the Parties vary by more than 96 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 96 DS0 trunks.
- *3.0 If a trunk group is under 75 percent (75%) of centum call seconds capacity on a monthly average basis for each month of any, six (6) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25% excess capacity. In all cases, grade-of-service objectives identified in this Agreement shall be maintained.
- 4.0 Intentionally left blank.
- 5.0 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

- 6.0 The Parties agree to work cooperatively to develop Methods and procedures which allow for expedited ordering of interconnection trunks and also agree to work to reduce the intervals of trunk provisioning.
- 7.0 CLEC shall be responsible for forecasting two-way trunk groups. SWBT shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to SWBT, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

PART G: SPACE LICENSE

- 1.0 CLEC, at its sole discretion, may license SWBT to situate SWBT equipment in the CLEC CO and to utilize CLEC site support services in the CLEC CO such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering I-Traffic to CLEC for completion in accordance with Part B Interconnection Architecture. Such licenses and site support services are referred to herein collectively as a "Space License."
- 2.0 The only allowable network interfaces under a Space License are DS1 and DS3.
- 3.0 Space Licenses are available at CLEC's sole discretion and are further subject to the availability of space and site support services in each CLEC CO. To establish a Space License, SWBT must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.
- 3.1 Among the information to be provided in the questionnaire, SWBT must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the CLEC CO in which SWBT's equipment is or is to be located is referred to herein as the "Equipment Space."
- 3.2 The SWBT is responsible for the installation of Licensed Facilities in accordance with CLEC's installation processes and procedures.
- 3.3 If SWBT desires to modify its request, prior to notification from CLEC regarding availability, SWBT may do so by requesting that CLEC cancel the original request providing a new questionnaire to CLEC to process.
- 4.0 Following receipt of the questionnaire, CLEC will determine whether there is sufficient CLEC CO space and site support services to meet the request contained in SWBT's questionnaire. CLEC will notify SWBT in writing whether there is sufficient CLEC CO space available for each such request.
- 5.0 Upon receiving written notification of the availability of CLEC CO space from CLEC, SWBT will provide written verification that it still requires such CLEC CO space. This written notification is SWBT's firm order for each CLEC CO space requested, and will constitute an executed Space License under the terms of this Agreement.

6.0 Rates and Charges

6.1 The rates and charges payable by SWBT under this Space License are set forth below:

Rate Element	Monthly Charge	Nonrecurring Charge
DS1 Port Termination		
- per port (first 28)	\$36.00	\$267.00
- per port (29-56)	\$33.00	\$267.00
- per port (57-84)	\$26.00	\$267.00
- per port (85-112)	\$21.00	\$267.00
- per port (113-140)	\$17.00	\$267.00
- per port (141-168)	\$13.00	\$267.00
- per port (169-300)	\$12.00	\$175.00
- per port (301-500)	\$12.00	\$125.00
- per port (501-750)	\$12.00	\$ 75.00
- per port (751-1000)	\$12.00	\$ 50.00
- per port (1001- and above)	\$12.00	\$ 25.00
DS3 to DS1 Multiplexing		
- per multiplexer	\$815.00	\$970.00

7.0 CLEC agrees to provide site support services as follows:

7.1 CLEC will design, engineer, furnish, install, and maintain cable racks for SWBT's use.

7.2 CLEC will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which CLEC will supply DC power to SWBT.

7.3 CLEC will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.

7.4 CLEC will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that CLEC maintains for its own similar equipment.

8.0 CLEC will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.

- 9.0 SWBT will use the Space Licenses for the solely for the purpose of delivering its I-Traffic to CLEC, so that CLEC may complete such calls in accordance with this Attachment 11: Physical Network Interconnection. SWBT agrees not to make any other use of the Space Licenses without the advance written consent of CLEC.
- 10.0 Upon reasonable advance notice and for the limited purpose of performing work for which SWBT is responsible under this Agreement, CLEC licenses SWBT to enter and exit the Equipment Space through portions of the CLEC CO as designated by CLEC. Unless a service outage is occurring or appears to be imminent, SWBT shall perform its work in the CLEC CO during regular business hours as designated from time to time by CLEC.
- 11.0 SWBT shall either furnish to CLEC, and keep current, a written list of all SWBT's employees and CLEC approved contractors authorized to enter the Equipment Space, or provide a 24 hour local or toll-free telephone number which CLEC can use to verify the authority of such persons. SWBT shall also furnish to CLEC, and keep current, samples of the identifying credentials to be carried by such persons. CLEC will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. Notwithstanding any other provision of this Agreement, SWBT hereby releases CLEC, CLEC's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom CLEC has admitted in good faith to the CLEC CO.
- 12.0 While in the CLEC CO, employees of SWBT and its contractors must comply at all times with CLEC's security and safety procedures and requirements. CLEC may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with CLEC's procedures and requirements after being notified of them.
- 13.0 SWBT will be responsible for selecting its contractors and causing their compliance with this Agreement.
- 14.0 Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around CLEC's CO.
- 15.0 SWBT's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in CLEC's sole judgment, might cause damage to or otherwise interfere with CLEC's operations. CLEC reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of CLEC (and its affiliates, vendors, and customers).

- 16.0 In addition to the Licensed Facilities, SWBT may bring into the Equipment Space the small tools and portable test equipment needed for the work for which SWBT is responsible. SWBT will be responsible for the care and safeguarding of all such items. SWBT may not bring any other items into the CLEC CO without CLEC's prior written consent. In particular, and without limiting the foregoing, SWBT may not bring into the CLEC CO any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.
- 17.0 CLEC and its designees may inspect or observe the Equipment Space, the space designated by CLEC for SWBT transmission cable, the Licensed Facilities, and any work performed by or behalf of SWBT in the CLEC CO, at any time. If the Equipment Space is surrounded by a security enclosure, SWBT shall furnish CLEC with all mechanisms and information needed for entry to the Equipment Space.
- 18.0 CLEC and SWBT intend that the Licensed Facilities, whether or not physically affixed to the CLEC CO, shall not be construed to be fixtures. SWBT (or the lessor of SWBT equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.
- 19.0 SWBT agrees not to sell, convey, or lease SWBT transmission cable under any circumstances, except for a conveyance of SWBT transmission cable to CLEC upon termination of the applicable Space License. SWBT further agrees not to cause, suffer, or permit SWBT transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by SWBT or any act or omission of SWBT. If SWBT transmission cable becomes so encumbered, SWBT agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.
- 20.0 The licenses granted by this Agreement are non-exclusive personal privileges allowing SWBT to situate the Licensed Facilities in the locations indicated by CLEC. These licenses and the payments by SWBT under this Agreement do not create or vest in SWBT (or in any other person) any property right or interest of any nature in any part of the CLEC CO.
- 21.0 The licenses granted to SWBT under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any CLEC CO; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.

- 22.0 CLEC may relocate the licensed space, or the CLEC CO, or both upon thirty (30) days prior written notice to SWBT. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is CLEC's responsibility and is performed by CLEC will be without charge to SWBT. CLEC will reimburse SWBT for the reasonable cost of such relocation work performed by SWBT, and CLEC will provide at its own expense any additional or replacement cable racks and SWBT transmission cable needed to accommodate the relocation of the installation. CLEC and SWBT will work together in good faith to minimize any disruption of service in connection with such relocation.
- 23.0 Licensed Facilities will be furnished, installed and maintained in accordance with the following:
- 23.1 SWBT agrees to furnish all Licensed Facilities.
- 23.2 SWBT agrees to install the Licensed Facilities. SWBT agrees to comply with specifications and processes furnished by CLEC for installation performed by SWBT.
- 23.3 SWBT agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in SWBT's frame to the designated CLEC power source. SWBT will distribute the power among its equipment within the Equipment Space.
- 23.4 SWBT agrees to maintain in good working order all SWBT equipment in Equipment Space. CLEC agrees to repair SWBT transmission cable. SWBT is not permitted to repair installed SWBT transmission cable in order to avoid possible harm to other transmission cables.
- 23.5 SWBT may use contractors to perform installation and maintenance for which SWBT is responsible. CLEC consents to use of those contractors listed on a then current CLEC approved list of SWBT submitted contractors. Use of any other contractors shall require CLEC's prior written consent, which shall not be unreasonably withheld.
- 23.6 SWBT may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If SWBT chooses to install its equipment in locked cabinets, SWBT shall leave the appropriate keys with CLEC and agrees to allow CLEC the right of entry to such cabinets.
- 24.0 Under the Space Licenses, CLEC performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by CLEC, and provides no maintenance for any SWBT equipment in Equipment Space. CLEC warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with CLEC technical specifications and that the incidental material provided by CLEC shall be free from defects. CLEC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND

SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 25.0 In addition to any other rights or remedies that CLEC may have under this Agreement or at law, CLEC may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:
 - 25.1 SWBT fails to pay charges due or fails to comply with any of the terms or conditions of this Part G.
 - 25.2 SWBT fails to utilize the Licensed Facilities for the authorized purpose described in this Part G.
 - 25.3 SWBT fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Part G.
- 26.0 In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
 - 26.1 Within thirty (30) days after termination of a Space License, SWBT will, at its sole expense, remove all SWBT equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If SWBT fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, CLEC may, at its option, upon ten (10) days written notice to SWBT, perform the removal and restoration at SWBT's sole risk and expense.
 - 26.2 Because removal of installed SWBT transmission cable may cause damage to other cables or fiber, SWBT agrees to relinquish its transmission cable to CLEC in lieu of removal. Upon termination of the applicable Space License, all SWBT transmission cable will be automatically conveyed to CLEC, thereby becoming the property of CLEC, free of any interest or lien of any kind by SWBT (or by any person claiming through SWBT). At CLEC's request, SWBT will promptly execute and deliver to CLEC a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of SWBT transmission cable to CLEC.
 - 26.3 If no monies are owed by SWBT to CLEC under this Agreement, CLEC agrees to deliver such removed equipment to SWBT's last known business address or to a domestic location designated by SWBT, at SWBT's sole risk and expense. If monies are so owed, SWBT agrees that CLEC may either take ownership free of any interest or lien by SWBT (or those claiming through SWBT) or treat such equipment as abandoned by SWBT.

APPENDIX FGA

This Appendix to Attachment 12: Compensation sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

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

1.0 Definitions

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

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

2.0 Undertaking of the Parties

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

3.0 Administration of Revenue Distribution

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

4.0 Minutes of Use (MOUs) Development

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

4.2 Terminating MOUs Development

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

4.3 Originating MOUs Development

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

5.0 Calculation of Revenue Distribution

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

6.0 Revenue Distribution Amounts, Monthly Statements And Payments

- 6.1 The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- 6.2 The monthly compensation statement will show, for each Secondary Office, separately:
 - 6.2.1 The total number of non-premium or premium terminating MOUs and revenue.
 - 6.2.2 The total number on non-premium or premium originating MOUs and revenues.
 - 6.2.3 The total compensation due the Secondary Company, by rate element.
 - 6.2.4 The number of terminating MOUs recorded by the Primary Company.
 - 6.2.5 The number of originating MOUs estimated by the Primary Company pursuant to Section 4.3.1.
 - 6.2.6 The number of access lines used to prorate originating usage pursuant to Section 4.2.1 and 4.2.2.
 - 6.2.7 The percent ownership factor, if any, used to prorate Local Transport revenues.
 - 6.2.8 Adjustments for uncollectibles.
- 6.3 Within 60 Calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

7.0 Miscellaneous Provisions

- 7.1 This Appendix will remain in effect until terminated by thirty (30) calendar days notice by either Party to the other.

EXHIBIT A

EAS Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company		Secondary Office Company		ACCESS LINE
CLLI CODE	NPA-NXX	CLLI CODE	NPA-NXX	

EXHIBIT B

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

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	% Ownership of Transport Facilities	LATA
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**NEGOTIATED APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131 AGREEING TO
EXCHANGE ALL ISP-BOUND and SECTION
251(b)(5) TRAFFIC AT THE FCC RATES IN
CERTAIN STATES, WHERE APPLICABLE)**

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APPENDIX RECIPROCAL COMPENSATION

This Appendix provides for Reciprocal Compensation rates, terms, and conditions for all intercarrier telecommunications traffic exchanged pursuant to the underlying Interconnection Agreement ("Agreement") between PNG Telecommunications, Inc. as a Competitive Local Exchange Carrier in this state (hereafter, "CLEC") and one of the following SBC Communications Inc.-owned Incumbent Local Exchange Carriers (hereafter, "ILEC"): Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California (a California corporation), The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin (but only to the extent that the agent for the applicable SBC-owned ILEC executed the underlying Agreement for such SBC-owned ILEC). The Parties hereby agree as follows:

WHEREAS, CLEC obtained the underlying Agreement by requesting adoption of an existing Agreement with ILEC pursuant to Section 252(i) of the Federal Telecommunications Act of 1996 (known as the "Most Favored Nations" or "MFN" provision of the Act); and

WHEREAS, on April 18, 2001, the Federal Communications Commission (FCC) adopted its "Order on Remand and Report and Order" in its Intercarrier Compensation proceeding regarding traffic to Internet Service Providers (ISPs) (hereafter, the "ISP Intercarrier Compensation Order");¹ and

WHEREAS, the FCC in that Order suspended MFN requests affecting ISP and other Internet-bound traffic, stating in pertinent part:

Because we now exercise our authority under section 201 to determine the appropriate intercarrier compensation for ISP-bound traffic, however, state commissions will no longer have authority to address this issue. For this same reason, as of the date this Order is published in the Federal Register, carriers may no longer invoke section 252(i) to opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic[footnote omitted]. Section 252(i) applies only to agreements arbitrated or approved by state commissions pursuant to section 252; it has no application in the context of an intercarrier compensation regime set by this [Federal Communications] Commission pursuant to section 201 [footnote omitted].²

AND, WHEREAS the rates, terms and conditions for ISP traffic are legitimately-related to all other rates, terms and conditions for intercarrier compensation under the Agreement and have been negotiated in their entirety in this Appendix.

NOW, THEREFORE, ILEC and CLEC agree to the following rates, terms and conditions for all intercarrier traffic, including ISP and Internet-bound traffic, for the duration of the underlying Agreement, intending this document to be executed, filed, and approved as a negotiated Appendix separate from the underlying MFN Agreement.

1. APPENDIX SCOPE AND TERM

- 1.1 This Appendix sets forth the terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between the applicable SBC Communications Inc (SBC) owned Incumbent Local Exchange Carrier ("ILEC") and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).
- 1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.
- 1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.

¹ In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic; CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131 (released April 27, 2001).

² ISP Intercarrier Compensation Order, para 82 (emphasis added).

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- 1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.
- 1.5 This Appendix is intended to supercede and replace any and all Appendices, Attachments, Rate Schedules, or other sections of the underlying Interconnection Agreement that set forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC. Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.
- 1.6 The Parties agree that this Appendix also governs the exchange, routing and rating of all intercarrier ISP - Bound Traffic between ILEC and CLEC in the applicable state(s).. The term "ISP-Bound Traffic" shall be given the same meaning as used in this Appendix, and if not defined there, shall be given the same meaning as found in the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in WorldCom, Inc. v. FCC, No. 01 1218 (D.C. Cir. 2002) ("ISP Compensation Order") and the Telecommunications Act of 1996.
- 1.7 The Parties agree that this Appendix shall be coterminous with the underlying Agreement and shall not extend or alter the term and termination provisions of the Agreement, subject to the exceptions in subsection 1.7.1 below.
 - 1.7.1 Retroactive Application back to the Effective Date of the Underlying MFN. The Parties recognize that an MFN interconnection agreement often receives speedier state approvals than the negotiated Appendix which will be affixed to that interconnection agreement. To the extent that the date of state approval of the underlying MFN interconnection agreement precedes the date of state approval of this Appendix, the Parties agree that the rates, terms and conditions of the Appendix will, upon state approval, apply retroactively to the date of state approval of the underlying MFN Agreement.

2. ILEC DESIGNATIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 2.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 2.3 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.4 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.6 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

- 2.7 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.8 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.9 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 2.10 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 2.11 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 2.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 2.13 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 2.14 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 2.15 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 2.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.17 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 2.18 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 2.19 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 2.20 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 2.21 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.22 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 2.23 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, Transit Traffic, ISP-Bound Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic.
- 3.2 For purposes of this Appendix, until such time that ILEC chooses to offer to exchange Section 251(b)(5) traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan in a particular state, the Parties agree that "Local Calls" and "ISP-Bound Traffic" will be compensated at the same rates and rate structures set forth in Sections 5.2 through 5.6 below in the applicable state(s), depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:
- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 3.3 At such time when ILEC chooses to offer to exchange Section 251(b)(5) traffic and ISP-Bound Traffic on or after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan in a particular state, the Parties agree that on the later of (i) the effective date of such offer in a particular state and (ii) the Effective Date of this Agreement, all "Local Calls" and ISP Bound Traffic will be compensated at the rates, terms and conditions set for in Sections 6.0 through 6.6 below, so long as the originating end user of one Party and the terminating end user of the other Party are:
- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

The Parties acknowledge that ILEC has made offers to exchange Section 251(b)(5) traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan in the states of (i) Indiana, Ohio, Texas and Wisconsin effective as of June 1, 2003, (ii) Arkansas and Michigan effective as of July 6, 2003, and (iii) Illinois effective as of September 1, 2003. Therefore, all Local Calls and ISP-Bound Traffic exchanged by the Parties in each of those states will be compensated at the rates, terms and conditions set forth in Section 6.0 through 6.6 below on the later of (i) the Effective Date of this Agreement and (ii) the effective date of such offer in a particular state.

- 3.4 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.
- 3.5 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in SBC-12STATE, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In SBC CONNECTICUT, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.

- 3.6 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).
- 3.7 The compensation arrangements set forth in this Appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, (iii) Exchange Services for access or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 3.8 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.
- 3.9 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 4.5 Where the Parties are performing a transiting function as defined in Section 10.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

5. LOCAL CALL TERMINATION

- 5.1 Until and unless ILEC chooses to offer to exchange Section 251(b)(5) traffic and ISP-Bound traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan in a particular state, the compensation set forth below in Sections 5.2 through 5.6 will also apply to all Local Calls and ISP-Bound Traffic as defined in Section 3.2 of this Appendix in that particular state, depending on whether the call is terminated directly to an End Office or through a Tandem. At such time as the ILEC chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim terminating compensation plan in a particular state, the compensation set forth below in Sections 5.2 through 5.6 will not apply Local Calls and/or ISP-Bound Traffic in that state. The Parties acknowledge that ILEC has made such an offer in the states of (i) Indiana, Ohio, Texas and Wisconsin effective as of June 1, 2003, (ii) Arkansas and Michigan effective as of July 6, 2003, and (iii) Illinois effective as of September 1, 2003.

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Therefore the compensation set forth in Sections 5.2 through 5.6 below will not apply to Local Calls and/or ISP-Bound Traffic exchanged in each of those states on the later of (i) the Effective Date of this Agreement and (ii) the effective date of such offer in that particular state.

- 5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and ISP-Bound Traffic, if applicable, on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:
- 5.3 Tandem Serving Rate Elements:
- 5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.
- 5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
- 5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 5.4 End Office Serving Rate Elements:
- 5.4.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 5.5 All ISP-Bound Traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC in the monthly billing cycle.
- 5.6 All ISP-Bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Local Calls under this Appendix.

6. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM TERMINATING COMPENSATION PLAN

- 6.1 ILEC has made an offer to all telecommunications carriers (the "Offer") to exchange Section 251(b)(5) traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim terminating compensation plan of the FCC's ISP Compensation Order (i) in the states of Ohio, Indiana, Wisconsin and Texas effective on and after June 1, 2003, (ii) in the states of Arkansas and Michigan effective on and after July 6, 2003, and (iii) in the state of Illinois effective on and after September 1, 2003. ILEC and CLEC hereby agree that the following rates, terms and conditions set forth in Sections 6.2 through 6.6 shall apply to all ISP-Bound Traffic and Section 251(b)(5) traffic exchanged between the Parties in each of the applicable state(s) effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the Offer in the particular state. In any other state in which ILEC makes an Offer to exchange Section 251(b)(5) traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim terminating compensation plan, ILEC and CLEC hereby agree that the following rates, terms and conditions set forth in Sections 6.2 through 6.6 shall apply to all ISP-Bound Traffic and Section 251(b)(5) traffic exchanged between the Parties in that state effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the Offer in the particular state.
- 6.2 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) traffic
- 6.2.1 The rates, terms, conditions in Sections 6.2 through 6.6 apply to the termination of ISP-Bound Traffic as defined in Section 3.2 and Section 251(b)(5) traffic and subject to the growth caps and new market restrictions stated in Sections 6.3 and 6.4 below.

- 6.2.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic and Section 251(b)(5) traffic on a minute of use basis, at \$.0007 per minute of use.
- 6.2.3 Payment of Inter-carrier Compensation on ISP-Bound Traffic and Section 251(b)(5) traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
- 6.3 ISP- Bound Traffic Growth Cap
- 6.3.1 On a calendar year basis, as set forth below, CLEC and ILEC agree to cap overall ISP-Bound Traffic minutes of use based upon the 1st Quarter 2001 ISP minutes for which the CLEC was entitled to compensation under its Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule:
- | | |
|-----------------------------------|---|
| Calendar Year 2001 | 1st Quarter 2001 compensable ISP-Bound Traffic minutes, times 4, times 1.10 |
| Calendar 2002 | Year 2001 compensable ISP-Bound Traffic minutes, times 1.10 |
| Calendar Year 2003 | Year 2002 compensable ISP-Bound Traffic minutes |
| Calendar Year 2004 and thereafter | Year 2002 compensable ISP-Bound Traffic minutes |
- 6.3.2 Notwithstanding anything contrary herein, in Calendar Year 2003, the Parties agree that ISP-Bound Traffic exchanged between the Parties during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether CLEC has exceeded the growth caps for Calendar Year 2003.
- 6.3.3 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating traffic that originates on the other party's network.
- 6.4 Bill and Keep for ISP-Bound Traffic in New Markets
- 6.4.1 In the event CLEC and ILEC have not previously exchanged ISP-Bound Traffic in any one or more LATAs in a particular state prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between CLEC and ILEC for the remaining term of this Agreement in any such LATAs in that state.
- 6.4.2 In the event CLEC and ILEC have previously exchanged traffic in a LATA in a particular state prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-Bound Traffic exchanged in that LATA, and that any ISP-Bound Traffic in other LATAs shall be Bill and Keep for the remaining term of this Agreement.
- 6.5 Growth Cap and New Market Bill and Keep Arrangements
- 6.5.1 Wherever Bill and Keep for ISP-Bound Traffic is the traffic termination arrangement between CLEC and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.
- 6.5.2 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.
- 6.6 ISP-Bound Traffic Rebuttable Presumption
- 6.6.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) traffic and ISP-Bound Traffic exchanged between CLEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 6.0. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the

actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, CLEC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 6.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

7. NON-LOCAL CALL TERMINATION

7.1 The Parties recognize and agree that ISP and Internet traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 5 and 6 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

7.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such "non-Local" ISP calls are placed, the Parties agree that Sections 5 and 6 above does not apply, and that the Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

7.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

8. OPTIONAL CALLING AREA TRAFFIC – SBC ARKANSAS, SBC KANSAS, SBC OKLAHOMA AND SBC TEXAS

8.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

8.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **SBC ARKANSAS, SBC KANSAS, SBC OKLAHOMA** and **SBC TEXAS** are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

8.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

9. MCA TRAFFIC -- SBC MISSOURI

9.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the

originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

- 9.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
- 9.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).
- 9.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 9.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by **SBC SOUTHWEST REGION 5-STATE**.

10. TRANSIT TRAFFIC COMPENSATION

- 10.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits an **SBC-13STATE** network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **SBC MISSOURI**. The rates that **SBC-13STATE** shall charge for transiting CLEC traffic are outlined in Appendix Pricing.
- 10.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 10.3 The CLEC shall not bill **SBC-13STATE** for terminating any Transit traffic, whether identified or unidentified; i.e., whether **SBC-13STATE** is sent CPN or is not sent CPN by the originating company.
- 10.4 In those **SBC-13STATEs** where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **SBC-13STATE** is the PTC, **SBC-13STATE** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, **SBC-13STATE** shall reimburse the terminating carrier at **SBC-13STATE's** applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

10.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

11. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SBC ARKANSAS, SBC KANSAS, SBC OKLAHOMA, AND SBC TEXAS

11.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a SBC SOUTHWEST REGION 5-STATE one-way or two-way optional exchange and the other End User is within the SBC ARKANSAS, SBC KANSAS and/or SBC TEXAS local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party Independent LEC that shares a common mandatory local calling area with all SBC ARKANSAS, SBC KANSAS, SBC MISSOURI and SBC TEXAS exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

12. INTRALATA 800 TRAFFIC

12.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

12.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

13. MEET POINT BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

13.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.

13.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.

13.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

13.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

13.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

13.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

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- 13.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 13.8 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 13.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

14. INTRALATA TOLL TRAFFIC COMPENSATION

- 14.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

15. BILLING FOR MUTUAL COMPENSATION -- **SBC SOUTHWEST REGION 5-STATE**

- 15.1 In **SBC SOUTHWEST REGION 5-STATE** other than for traffic described in Section 7.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:
- 15.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.
- 15.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.
- 15.4 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.
- 15.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 15.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 15.7 MOUs will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 15.8 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with **SBC-13STATEs**, **SBC-13STATEs** will multiply the Tandem Office Switch routed terminating MOU and End

Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

16. BILLING FOR MUTUAL COMPENSATION – SBC MIDWEST REGION 5-STATE, SBC NEVADA, SBC CALIFORNIA, SBC CONNECTICUT

- 16.1 In SBC MIDWEST REGION 5-STATE, SBC NEVADA, SBC CALIFORNIA, and SBC CONNECTICUT, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 16.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:
- 16.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and
- 16.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.
- 16.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

17. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 17.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic* (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order or any other regulatory, legislative or judicial action, including, but not limited to, the right to elect to invoke (to the extent the ILEC has not already elected to offer to exchange traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan as of the Effective Date of this Agreement) on a date specified by ILEC the FCC's interim ISP terminating compensation plan, after which date ISP-Bound traffic and Section 251(b)(5) Traffic exchanged between the Parties will be subject to Sections 6.0 through 6.6 above.
- 17.2 To the extent ILEC has not already provided notice of its offer to exchange Section 251(b)(5) traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim terminating compensation plan in a particular state as of the Effective Date of this Agreement, ILEC agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the Interconnection Agreement of the date upon which the ILEC designates that the FCC's ISP terminating compensation plan shall begin

in such state. Notwithstanding anything contrary in this Agreement, CLEC agrees that on the date designated by ILEC in a particular state, the Parties will begin paying and billing Inter-carrier Compensation to each other at the rates, terms and conditions specified in Sections 6.0 through 6.6 above.

- 17.3 ILEC and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by ILEC in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP -Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.
- 17.4 Should a regulatory agency, court or legislature change or nullify the ILEC's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among ILEC, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 17.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP inter-carrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.
- 17.6 Because of the possibilities in Section 17.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior inter-carrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among ILEC, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 17.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Inter-carrier Compensation generally. See, *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.
- 17.8 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

18. ADDITIONAL TERMS AND CONDITIONS

- 18.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.
- 18.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between ILEC and CLEC, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

ATTACHMENT 13: ANCILLARY FUNCTIONS

1.0 Introduction

- 1.1 This Attachment 13: Ancillary Functions, and its Appendices set forth the Ancillary Functions that SWBT agrees to offer to CLEC under this Agreement, and the requirements associated therewith. SWBT will offer these Ancillary Functions to CLEC on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

2.0 Collocation

- 2.1 Certain provisions applicable to the Parties' rights and obligations pertaining to physical and virtual collocation are set forth in Appendix Collocation, attached hereto.

3.0 Rights of Way (ROW), Conduits and Pole Attachments

- 3.1 The provisions concerning CLEC's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by SWBT are set forth in Appendix Poles, Conduits, and Rights-Of-Way, attached hereto.

ATTACHMENT 13 - APPENDIX: PHYSICAL COLLOCATION

The rates, rate elements, terms and conditions in this appendix are interim and will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent tariffed rates, terms and conditions for collocation. The use of these rates, rate elements, terms, and conditions on this interim basis is solely for purposes of accommodating the need to establish an interim approach. Upon the effective date of the Commission's order approving SWBT's permanent collocation tariff, the rates, rate elements, terms and conditions of the tariff shall control and govern all requests for physical collocation under this Agreement.

1.0 PURPOSE AND SCOPE

- 1.1 This appendix provides for the placing of Collocator telecommunications equipment and facilities on SWBT property for the purposes set forth in Paragraph 1.3, following.
- 1.2 Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within a SWBT Eligible Structure as defined in Paragraph 2.0 Definitions, following. The Collocator will lease the Dedicated Space from SWBT and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Paragraph 1.3, following. SWBT will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, SWBT will permit collocation in Adjacent Structures in accordance with this agreement so that collocators will have a variety of collocation options from which to choose.
- 1.3 Physical collocation is available for the placement of telecommunications equipment as provided for in this agreement for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) of FTA96, or (ii) obtaining access to SWBT's unbundled network elements pursuant to 47 U.S.C. 251(c)(3) of FTA96. The terms "telephone exchange service", "exchange access" and "network element" are used as defined in 47 U.S.C. 153(47), 47 U.S.C. 153(16), and 47 U.S.C. 153(29) of FTA96, respectively.

2.0 DEFINITIONS

Active Collocation Space – Denotes the space within an Eligible Structure that can be designated for physical collocation which has sufficient telecommunications infrastructure systems, including power. Any dispute as to whether administrative space within an Eligible Structure should be available for physical collocation, shall be resolved on a case-by-case basis by the use of the Third-Party Engineer process pursuant to Section 6.2.1 of this appendix. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Active Collocation Space.

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Adjacent Off-site Arrangement - Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SWBT shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. Such arrangement shall be used for interconnection or access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SWBT's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this agreement for access to unbundled network elements. The interim rates, subject to true up, established in this agreement for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure.

At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SWBT shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SWBT's facilities. SWBT shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, SWBT will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

Adjacent Structure - A Collocator-provided structure placed on SWBT property (Adjacent On-site) or non-SWBT property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. SWBT and CLEC will mutually agree on the location of the designated space on SWBT premises where the adjacent structure will be placed. SWBT will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements.

Augment - A request from a collocator to add equipment and/or cable to an existing physical collocation arrangement.

Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, e.g., painting a cage. Custom work may not be charged to 458

a Collocator for any work performed which will benefit or be used by SWBT or other Collocators. SWBT also may not impose a custom work charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements provided in this Agreement. SWBT shall follow the procedures established in Section 20.1 of this appendix for imposition of Custom Work Charges. In the event an agreement between the Collocator and SWBT is not reached regarding the Custom Work Charge, SWBT shall complete construction of the Collocator's space pending resolution of the issue by the Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SWBT shall accrue interest at the rate established by the Missouri Public Service Commission. All Custom Work Charges that are approved by the Missouri Public Service Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SWBT that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, SWBT shall file the appropriate agreement amendment. However, SWBT shall not delay completion of such work during the appendix approval process. SWBT shall perform such work based upon interim rates, subject to true up. If the Collocator and SWBT cannot agree on interim rates, either party may seek informal dispute resolution at the Commission.

Dedicated Space - Denotes the space dedicated for the Collocator's physical collocation arrangement located in a SWBT Eligible Structure.

Eligible Structure - Eligible Structure refers to SWBT's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by SWBT that house its network facilities, and all structures that house SWBT's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

Infrastructure Systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems (AC power), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

Legitimately Exhausted - Denotes when all space in a Central Office (CO) that can be used or is useful to locate telecommunications equipment in any of the methods of collocation available under this Agreement is exhausted or completely occupied. Before SWBT may make a determination that space in an Eligible Structure is legitimately exhausted, SWBT must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SWBT's response to a Collocator's application or in provisioning collocation arrangements. Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2.1 of this appendix. 459

In making this determination, SWBT may reserve space for transport equipment for current year plus two years. Additionally, SWBT may not reserve space for equipment for itself, for/of advanced or interLATA services affiliates or other SWBT affiliates or for future use by SWBT or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SWBT may reserve space for Switching, Power and Main Distribution Frame (MDF) up to a maximum of 8 years of anticipated growth. SWBT may reserve space for Digital Crossconnect System (DCS) for 5 years of anticipated growth. At the time that SWBT denies a collocation request due to a lack of available space or determines that the space is Legitimately Exhausted, SWBT must provide to the CLEC, upon request, the following information: 1) a detailed explanation of SWBT's determination and all reasons in support thereof; 2) the access line forecast used in making the determination as defined above; and 3) a frame level diagram, which includes detailed floor plans for the Eligible Structure that is the subject of the determination, including the locations, size and current and projected use of all areas reserved for SWBT's future growth or reserved for use by SWBT's affiliates on a frame level basis and the planned date for use of that space. The frame level diagram will also include detail for each frame or area reserved for future use, including a delineation of the type of equipment to be used in the reserved space. In estimating the space requirement for growth, SWBT shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forwarding-looking technology as it relates to switching, power, MDF and DCS. In the dispute-resolution process, SWBT shall bear the burden of establishing that its reservation of active telecommunications equipment space is just, reasonable and nondiscriminatory. In addition, SWBT shall not exclusively and unilaterally reserve active space that is supported by existing telecommunications infrastructure space. SWBT shall disclose to CLECs the space it reserves for its own future growth and for that of its interLATA, advanced services and affiliates.

Other (Inactive) Collocation Space - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Agreement.

Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A collocation arrangement shall be presumed to be technically feasible if it has been deployed by any incumbent local exchange carrier in the country.

Telecommunications Infrastructure Space - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access

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to unbundled network elements of SWBT's network and/or the network of another CLEC.

3.0 LIMITATION OF LIABILITY

3.1 Limitation

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

Neither SWBT nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.

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

The liability of either SWBT or the Collocator for its willful misconduct or gross negligence is not limited by this agreement.

3.2 Third Parties

SWBT also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

In addition to any other applicable limitation, neither SWBT nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any such Other, except in instances involving willful actions by either SWBT or the Collocator or their agents or employees.

4.0 RESPONSIBILITIES OF SWBT

4.1 Right to Use; Multiple Dedicated Spaces

In accordance with this agreement, SWBT grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this agreement.

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4.2 Contact Numbers

SWBT is responsible for providing the Collocator personnel a contact number for SWBT technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this agreement, the parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure 24 hours a day, 7 days a week and SWBT will not delay a Collocator's entry into an Eligible Structure.

4.3 Trouble Status Reports

SWBT is responsible for making best efforts to provide prompt verbal notification to the collocator of significant outages or operations problems which could impact or degrade the collocator's network, switches or services, with an estimated clearing time for restoral. In addition, SWBT will provide written notification within 24 hours. When trouble has been identified, SWBT is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by the collocator.

4.4 Service Coordination

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

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

If the Dedicated Space is damaged by fire or other casualty, and (1) the Dedicated Space is not rendered untenable in whole or in part, SWBT shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, SWBT has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or SWBT opts not to rebuild, then SWBT shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, SWBT must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

Any obligation on the part of SWBT to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by SWBT.

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4.5.2 Damage to Eligible Structure

In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SWBT's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, SWBT, at its option, may terminate services provided via this agreement by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

4.6 Construction Notification

SWBT will notify the collocator prior to the scheduled start dates of all construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the collocator's services. SWBT will provide such notification to the collocator at least twenty (20) business days before the scheduled start date of such construction activity. SWBT will inform the collocator as soon as practicable by telephone of all emergency-related activities that SWBT or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

4.7 Construction Inspections

During the construction of all forms of physical collocation space required under this agreement, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, collocators will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen (15) minute increments. Rates and charges are as found in paragraph 21.22.

5.0 **OBLIGATIONS OF THE COLLOCATOR**

5.1 Certification

The Collocator requesting physical collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the physical collocation space. SWBT shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a CLEC while that CLEC's state certification is pending or prior to a final approved interconnection agreement.

5.2 Contact Numbers

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The Collocator is responsible for providing to SWBT personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this agreement, the parties will provide the contact numbers included in the application process.

5.3 Trouble Report

The Collocator is responsible for making best efforts to provide prompt verbal notification to SWBT of significant outages or operations problems which could impact or degrade SWBT's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by SWBT.

5.4 Removal

The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the physical collocation arrangement. After such time, SWBT may remove the abandoned materials and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such removal by SWBT, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold SWBT harmless from the failure to return any such equipment, property or other items.

5.5 Hazardous Waste & Materials

The Installation Supplier shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the CLEC's Installation Supplier shall adhere to all SBC LEC requirements. The Installation Supplier shall coordinate with the SBC LEC Representative before any activity relating to hazardous material/waste is started. (Refer to Interconnector's Guide for Collocation for further details.)

5.6 Safety

The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of SWBT or other CLECs. The Installation Supplier shall immediately report to the SBC LEC Representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Installation Supplier while on SBC LEC premises or any OSHA inspection or citations issued to the Installation Supplier while on SBC LEC premises. (Refer to Interconnector's Guide for Collocation for further details.)

5.7 Collocator's Equipment and Facilities

The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional POT frame located in the Common Area:

- A. its fiber optic cable(s) or other permitted transmission media as specified in paragraph 8.1.1;
- B. its equipment;
- C. required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
- D. POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and
- E. the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

SWBT neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this paragraph.

5.8 Insurance

5.8.1 Coverage Requirements

The collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

- A. Workers' Compensation insurance with benefits afforded under the laws of the State of Missouri and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- B. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SWBT will be named as an Additional Insured on the Commercial General Liability policy.

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- C. If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

SWBT requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SWBT as well. If a certificate is not received, SWBT will notify the Collocator and the Collocator will have 5 business days to cure the deficiency. If the Collocator does not cure the deficiency within 5 business days, Collocator hereby authorizes SWBT, and SWBT may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SWBT will invoice Collocator for the costs incurred to so acquire insurance.

The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

The collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

5.8.2 Self-Insured

Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, Paragraph 5.8.1, Coverage Requirements, shall immediately apply.

6.0 ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

SWBT will make each of the arrangements outlined below available within its Eligible Structures in accordance with this agreement so that collocators will have a variety of collocation options from which to choose:

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- A. Caged Physical Collocation - The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SWBT will provide Floor Space (portions of which formerly contained in the Standard Charge), floor space conditioning (portions of which formerly contained in the Infrastructure Area Charge and now addressed as the Telecommunications Site Conditioning Space Charge), Cage Common Systems Materials (formerly contained in the Standard Charge) and Safety and Security charges in increments of one (1) square foot. For this reason, collocators will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a SWBT premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in paragraph 21.2 following.

When a collocator constructs its own cage and related equipment, the collocator will not be subject to the Cage Common Systems Materials Charge as set forth in paragraph 21.2 following. The collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Paragraph 16.3 following will apply.

If the collocator elects to install or requests that SWBT provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Paragraph 21.3 following applies.

- B. Caged Shared Collocation - SWBT will provide Caged Shared Collocation as set forth in Section 7 entitled "Use By Other Local Service Providers." Two or more collocators may initially apply at the same time to share a caged collocation space as set forth in Paragraph 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.
- C. Caged Common Collocation - SWBT will provide Caged Common Collocation as set forth in Section 7.1.1.
- D. Cageless Collocation - SWBT will provide in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2. Under this arrangement, SWBT will provide space in single bay increments, including available space adjacent to or next to SWBT's equipment. Collocators will have direct access to their equipment 24 hours a day, 7 days a week without

need for a security escort. SWBT will not require collocators to use an intermediate interconnection arrangement such as a POT frame. SWBT may take reasonable steps to protect its own equipment as provided in Section 6.1.2. Accordingly, SWBT will not provide a Collocator's personnel or agents with direct access to SWBT's main distribution frame.

- E. Adjacent Space Collocation – Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this appendix SWBT will permit Collocators to physically collocate in adjacent controlled environmental vaults or similar structures that SWBT uses to house equipment, to the extent technically feasible. SWBT and CLEC will mutually agree on the location of the designated space on SWBT premises where the adjacent structure will be placed. SWBT will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements. SWBT will offer the following increments of power: SWBT will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SWBT will provide DC power within two cable options that allow increments of 20, 40, 50, 100, 200 and 400 AMPS to the adjacent structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. SWBT will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this agreement.

Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SWBT shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SWBT's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this agreement for access to unbundled network elements. The interim rates, subject to true up, established in this agreement for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure.

At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SWBT shall provide a response to Collocator within ten (10)

days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SWBT's facilities. SWBT shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, SWBT will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

- F. Other Physical Collocation Arrangements – SWBT will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a CLEC seeking collocation in SWBT's Eligible Structures that such an arrangement is technically feasible.

6.1.1.1 Active/Inactive Space Determination

As provided in Section 6.2.1 of this appendix, SWBT shall notify the Collocator in writing as to whether its request for collocation has been granted or denied within 10 days of submission of the completed application. In its notification, SWBT shall also inform the Collocator if the space available for the requested collocation space will be Active or Other (Inactive) Collocation Space, as those terms are defined in Section 2 of this appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

In the event that the Collocator disputes SWBT's placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. The request shall be submitted to SWBT's designated representative in writing. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour and shall be conducted no later than seven (7) days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in Section 6.2.1.1 of this appendix, thereby modifying the time frame requirements in this paragraph.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-Disclosure Agreement," shall be signed by the designated SWBT representative and the designated agent for the Collocator, who will participate in the tour.

SWBT will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to

executing a non-disclosure agreement at the time of the inspection tour. The SWBT representative will accompany and supervise the Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise SWBT orally and in writing. The Collocator and SWBT shall then concurrently prepare a report detailing their findings. The report, along with a request by the Collocator for dispute resolution and requested relief, shall be filed with Central Records at the Public Utility Commission within five (5) business days from the date of the inspection tour. The burden of proof shall be on SWBT to justify the basis for placement of the Collocator's space in Inactive Space. The Commission will use its (expedited) Dispute Resolution Process for resolution of the dispute. If the matter is appealed to the Commission through dispute resolution, the losing party shall reimburse all costs associated with this process.

6.1.2 Security

Protection of SWBT's equipment is crucial to its ability to offer service to its customers. Therefore, SWBT may impose the following reasonable security measures on collocators to assist in protecting its network and equipment from harm. SWBT may impose security arrangements as stringent as the security arrangements SWBT maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent existing security arrangements are more stringent for one group than the other, SWBT may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), SWBT will not impose more stringent security requirements than these. SWBT will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of SWBT's equipment. SWBT will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with collocators.

- A. Collocators will conduct background checks of their personnel and technicians who will have access to the collocation space. Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of SWBT security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that SWBT's own employees and authorized contractors must undergo. SWBT will not, however, require collocators to receive security training from SWBT, but will provide information to collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in SWBT's Technical Publications.
- B. Collocators and SWBT will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other SWBT property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the collocators or SWBT in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the collocators or SWBT in jeopardy and may justify

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disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SWBT property:

- a. Theft or destruction of SWBT's or collocator's property;
- b. Use/sale or attempted use/sale of alcohol or illegal drugs on SWBT property;
- c. Threats or violent acts against other persons on SWBT property;
- d. Knowing violations of any local, state or federal law on SWBT property;
- e. Permitting unauthorized persons access to SWBT or collocator's equipment on SWBT property; and
- f. Carrying a weapon on SWBT property.

In addition, Collocator and SWBT will take appropriate disciplinary steps as determined by each party to address any violations reported by SWBT or the collocator of SWBT's policies and practices on security, safety, network reliability, and business conduct as defined in SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Missouri, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

- C. Collocators will provide indemnification as set forth in Paragraph 12 of this appendix and insurance as set forth in Paragraph 5.8 of this appendix to cover any damages caused by the collocator's technicians at a level commensurate with the indemnification and insurance provided by SWBT-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SWBT as well.
- D. SWBT may use reasonable security measures to protect its equipment. In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, SWBT may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

SWBT's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment collocated directly adjacent to SWBT's equipment. SWBT's construction of an interior security partition around its own equipment shall not impede a CLEC's ability to collocate within SWBT's space. To the extent that SWBT is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at SWBT's expense.

SWBT's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted. 471

SWBT's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around SWBT's equipment cannot include any embedded costs of any other security measures for the Eligible Structure. If SWBT chooses to enclose its own equipment, SWBT will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures. SWBT has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If SWBT cannot prove that other reasonable security methods cost more than an interior security partition around SWBT's equipment, SWBT cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

If SWBT elects to erect an interior security partition and recover the cost, it must demonstrate to the collocator that other reasonable security methods cost more than an interior security partition around SWBT's equipment at the time the price quote is given. Any disputes can be brought before the Commission for resolution through its expedited dispute resolution process.

- E. Collocators will have access to their collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SWBT will not delay a collocator's entry into an Eligible Structure or access to its collocated equipment. The collocator will provide SWBT with notice at the time of dispatch of the collocator's own employee or contractor to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will provide collocators with reasonable access to restroom facilities and parking.

6.1.3 Interval

- A. SWBT will provide physical collocation arrangements in eligible structures on a "first-come, first-served" basis. To apply for a dedicated space in a particular eligible structure, the collocator will provide a completed physical collocation application form found in SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Missouri and will pay an initial application fee. A collocator wishing SWBT to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, common, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for SWBT to process the application for each of the preferred methods. If a collocator provides adequate information and its preferences with its application, SWBT would not require an additional application, nor would the collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. Collocators who only wish SWBT to consider one collocation method need not provide preferences and associated specific information for multiple methods. However, if SWBT is unable to provide the

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collocator's requested collocation method due to space constraints and the collocator determines that it wishes SWBT to consider an alternative method of collocation, the collocator would be required to submit an additional application. This would not result in incremental application costs to the collocator as its initial application fee would be returned due to the denial. However, it would restart the collocation intervals. Upon receipt of the collocator's application and initial application fee payment, SWBT will begin development of the quotation. SWBT will notify the collocator as to whether its request for collocation space has been granted or denied due to a lack of space within ten (10) days of submission of the completed application.

- B. In responding to an application request, SWBT shall advise the collocator which of the requested types of physical collocation is available, provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified in 6.1.3 E. following. SWBT will not select for the collocator the type of physical collocation to be ordered. The collocator has sixty-five (65) business days from receipt of the quotation to accept the quotation. The quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application and application fee are required.
- C. Dedicated space is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SWBT will complete construction of all Active Collocation Space requests for caged collocation in 90 days from the receipt of the collocator's acceptance of the quotation. SWBT will complete construction of Active Collocation Space requests for cageless collocation in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. SWBT will complete construction of Active Collocation Space requests for cageless collocation in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays. SWBT will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. SWBT will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays. These construction intervals for cageless collocation in Active Collocation Space in all Eligible Structures apply where the Collocator is requesting maximum DC power of 50 AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in all Eligible Structures where a Collocator is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, SWBT will complete construction in 90 days.

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Unless otherwise mutually agreed to by the parties in writing, in Other (Inactive) Collocation Space, SWBT will complete construction of requests for caged or cageless collocation in 140 days from receipt of the collocator's acceptance of the quotation. In addition, SWBT will provide a DS1/DS3 Interconnection Arrangement within 5 days after installation of the Collocator's equipment and termination of DC power and completion of interconnection cabling if the Collocator submitted an order with all requisite assignment information with its application for collocation. A collocator may obtain a shorter construction interval than that set forth above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications. If a completion date outside the time period required herein is not agreed to by the parties, the issue may be presented by either party to the Missouri Public Service Commission for determination.

- D. SWBT will provide reduced intervals for collocators with existing physical collocation space that request the following interconnection augments. The collocator must submit to SWBT's Interexchange Carrier Service Center (ICSC) a completed application for a Subsequent Job. For the reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Application Fee from Section 21.1 of this appendix and 50% of all applicable nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: 15 calendar days.

- 28 DS1s (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3s (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Additional overhead lighting and/or
- Cage-to-cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC power requirements where only a fuse change is required

The above fifteen (15) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, DC power arrangements (racks are existing): 30 calendar days.

- 84 DS1s (one interconnect panel) and/or
- 48 DS3s (interconnect panel) and/or

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- 200 copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement
- Arrange/install fiber cable through innerduct up to 400 feet
- Arrange/install timing leads up to 400 feet
- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet

The above thirty (30) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage/area and consisting only of ground cable changes, timing changes, cable pulls through innerduct or Copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing): 60 calendar days.

- 168 DS1s (one interconnect panel) and/or
- 48 DS3s (interconnection panel) and/or
- 400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Power cables added to accommodate greater DC amperage requests within existing power panels.
- SWBT will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work
- Arrange/install bay lighting front and back up to three (3) bays
- Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet

The above sixty (60) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SWBT bays, SWBT cable racks and/or cage expansions within Active Central Office space different than described above will require the collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed 90 days. SWBT will work cooperatively with collocators to negotiate mutually agreeable construction intervals for other augments not specifically provided for above.

The parties may negotiate intervals for additional standard augments that, after appropriate notice and comment, will be incorporated into the agreement. In the event the parties are unable to agree on a standard interval, after appropriate

notice and comment, the Commission decision on the interval shall be incorporated into the agreement.

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

<u>Number of Applications by One Collocator</u>	<u>Quotation Interval</u>
1 – 5	10 Business Days
6 – 20	25 Business Days

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

A collocator may obtain a shorter interval for the return of price quotes than that set forth above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications.

A collocator may obtain a shorter interval for the return of price quotes for cageless collocation arrangements when submitting 6 or more applications if the collocator files complete applications, including identification of specific rate elements and the applicable rates contained in the appendix, the exact quantity of the rate elements, and an up-front payment of the nonrecurring application fee from Section 21 of this Appendix and schedules a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocation applications. In addition, the applications must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. The shortened intervals are:

<u>Number of Applications by One Collocator</u>	<u>Quotation Interval</u>
6-20	20 Business Days

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

All revisions to an initial request for a physical collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed two months, if the revision is major. A major revision will include: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and engineering requirements above those which SWBT normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems); and accelerating the project schedule. However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. The Collocator will be required to pay any applicable application fees as found in Paragraph 21.1, if the revision is major. No additional application fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

6.2 Space Availability Determination and Resolution

6.2.1 There shall be a rebuttable presumption that space is available for physical collocation in an Eligible Structure.

SWBT shall notify the Collocator in writing as to whether its request for collocation space has been granted or denied due to lack of space within 10 days of submission of the completed application. The notification will also include a possible future space relief date, if applicable. At that time, any charges collected with the application will be returned to the Collocation Applicant.

SWBT will, at the same time, file a copy of the letter at the Central Records of the Missouri Public Service Commission. In the event of a denial of a Collocator request for collocating, SWBT shall also concurrently submit the following information both to the Collocator and to the Commission in support of its denial provided under seal and subject to proprietary protections:

1. Central Office Common Language Identifier, where applicable;
2. The identity of the requesting Collocator, including amount of space sought by the Collocator;
3. Total amount of space at the premises;
4. Detailed Floor plans, accompanied with proper legend and scale to assist in the interpretation of the floor plan and sufficient measurements to interpret size and spacing, including measurements of SWBT's premises, showing:
 - a. Space housing SWBT network equipment, non-regulated services space and administrative offices;
 - b. Space housing obsolete unused equipment;
 - c. Space occupied by SWBT affiliates;

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- d. Space which does not currently house SWBT equipment or administrative offices but is reserved by SWBT for future use by SWBT or its affiliates;
 - e. Space occupied by and/or reserved for Collocators for the purpose of network interconnection or access to unbundled network elements (including identification of each Collocator);
 - f. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
 - g. Identification of turnaround space for switch or other equipment; removal plans and timelines, if any;
 - h. Planned Central Office rearrangement/expansion plans, if any; and
 - i. Remaining space, if any, and
5. Description of other plans, if any, that may relieve space exhaustion including plans showing any adjacent space not technically considered as part of Eligible Structure. Other relevant information requested by the Third Party Reviewer.

6.2.1.1 In the event that SWBT denies a collocation request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or lack thereof. The request shall be submitted to SWBT's designated representative in writing. The inspection tour shall be scheduled within 5 business days of receipt of the request for a tour.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-disclosure Agreement" shall be signed by the designated SWBT representative and the designated agent for the Collocator who will participate in the tour.

SWBT will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements subject to executing a nondisclosure agreement. A SWBT representative will accompany and supervise the Collocator agent on the inspection tour. The inspection tour shall be conducted no later than 10 days following the filing of the request for the tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the denial of collocation space is unsupportable, the Collocator agent shall promptly so advise SWBT. The Collocator and SWBT shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and SWBT reports shall be concurrently served on each other and submitted to the Commission Central Records and to a Third Party Engineer.

The burden of proof shall be on SWBT to justify the basis for any denial of collocation requests. A Collocator that contests SWBT's position concerning the denial of a collocation request shall pay 50% of the fee associated with the Third Party Engineer review and SWBT shall pay the remaining 50%. A Third Party Engineer shall be assigned on a rotating basis from a list maintained by a neutral third party. The neutral third party shall be selected and the process for Third Party Engineer selection shall be designed by the Commission with input from SWBT and CLECs. However, until the neutral third party process is in place, the list shall be maintained and the Third Party Engineer shall be assigned by the Commission. The Collocator does not have to obtain agreement from SWBT on the selection of the Third Party Engineer from the list maintained by a neutral third party or the Commission. The Third Party Engineer shall

review not only the reports by SWBT and the Collocator, but shall also undertake an independent evaluation to determine whether collocation space is available in the Eligible Structure. The scoped work will request that the Third Party Engineer provide an independent evaluation of the use and reservation of Collocator space as well as SWBT space. The Third Party Engineer shall examine the factors listed in Section 6.2.1 above, as well as any other factors that are specified elsewhere in this Appendix (e.g., Section 2 definition of ("Legitimately Exhausted") and any other information the Third Party Engineer deems to be relevant to his determination. The Third Party Engineer shall also conduct its review under the presumption that the burden of proof shall be on SWBT to justify the basis for any denial of collocation requests. After determination by the Third Party Engineer and, if appealed, determination by the Commission, the losing party shall reimburse all costs associated with the Third Party Engineer process.

In the event a third party engineer or the Missouri Public Service Commission determines that space is not available, SWBT will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

- 6.2.2 At SWBT's option in central offices and at SWBT's option in other Eligible Structures where physical (including cageless) collocation space is available or at the collocator's option in CEVs, huts and cabinets where physical collocation space is not available, SWBT will provide one or more of the alternate types of virtual collocation consistent with the terms of SWBT's virtual collocation appendix for interconnection to SWBT under 47 U.S.C. 251 (c) (2) or access to SWBT's unbundled network elements under 47 U.S.C. 251 (c) (3) of the FTA 96.
- 6.2.3 SWBT will make every attempt to provide the Collocator with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 6.2.4 SWBT will submit to a requesting carrier a report indicating SWBT's available collocation space in a particular SWBT Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that SWBT is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Business Days
6 - 20	25 Business Days

Should the collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

SWBT will maintain a publicly available document, posted for viewing on its website indicating all premises that are full, and will update such a document within ten days of

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the date at which a premises runs out of physical collocation space. In addition, for central offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to SWBT, such information will be placed on the website. SWBT will update the public document on the first day of each month to include all newly available information. To the extent SWBT has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that SWBT is taking to make additional space available for collocation.

- 6.2.5 SWBT will apply the same space reservation policies to Collocators as it applies to itself. In order to increase the amount of space available for collocation, SWBT will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon Order of the Commission. In those offices where SWBT does not have adequate space to meet forecasted collocation demand, SWBT agrees to remove obsolete unused equipment located in that office necessary to meet forecasted demand in advance of a reasonable request from a CLEC or Order from the Commission. SWBT shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2.0 under the definition of the term "Legitimately Exhausted Space".

6.3 Relocation

When SWBT determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the dedicated space to be moved within an eligible structure to another eligible structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the collocator is required to move its dedicated space or adjacent space collocation structure. SWBT will notify the resident collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SWBT will provide the resident collocator(s) with at least 180 days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with arranging for new space. The Collocator shall be responsible for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of SWBT, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in SWBT's reasonable discretion. In addition, a collocator's presence in SWBT central offices or adjacent space collocation structures should not prevent SWBT from making a reasonable business decision regarding building expansions or additions the number of central offices required to conduct its business or their locations. If SWBT determines that a collocator must relocate due to any of the above reasons, SWBT will make all reasonable efforts to minimize disruption of the

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collocator's services. In addition, the costs of the move will be shared equally by SWBT and the collocator, unless the parties agree to a different financial arrangement.

If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, SWBT shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Telecommunications Equipment Space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

6.4 Occupancy

Unless there are unusual circumstances, SWBT will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SWBT completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SWBT's network or obtain access to SWBT unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that SWBT has refused to interconnect with the Collocator, the 180 day deadline shall be extended until SWBT allows the Collocator to interconnect. SWBT, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline. If the Collocator fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after SWBT provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with SWBT or obtain access to SWBT unbundled network elements by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

For purposes of this Paragraph, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either SWBT's network or interconnected to another collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with SWBT's network or obtain access to SWBT's unbundled network elements, for the purpose of providing this service.

If the Collocator causes SWBT to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay 481

SWBT the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.5 Cancellation Prior to Due Date

In the event that the Collocator cancels its order after SWBT has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before SWBT has been paid the entire amounts due under this appendix, then in addition to other remedies that SWBT might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. SWBT shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 Billing

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

6.6.1 Billing Dispute Resolution

In the event of a bona fide dispute between a Collocator and SWBT regarding any bill for anything ordered from this appendix, Collocator shall, prior to the Bill Due Date, give written notice to SWBT of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.1, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.2 of this appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.1 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

6.6.2 Collocator shall pay all undisputed amounts to SWBT when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

- a. The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

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- b. The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and
 - c. The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
 - d. In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:
 - i. The escrow account is an interest bearing account;
 - ii. All charges associated with opening and maintaining the escrow account will be borne by the Collocator;
 - iii. That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;
 - iv. All interest earned on deposits to the escrow account shall be disbursed to Collocator and SWBT in the same proportion as the principal; and
 - v. Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and SWBT (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.7 of this appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this appendix.
- 6.6.3 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this appendix.
- 6.6.4 Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this appendix, SWBT shall make an investigation as shall be required by the particular case, and report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.1 on or before the Bill Due Date, SWBT will report the results of its investigation within 60 calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.4, the Collocator must notify SWBT in writing within thirty days following receipt of the results of SWBT's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.5 of this appendix.
- 6.6.5 Informal Resolution of Billing Disputes

Upon receipt by SWBT of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this appendix, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this agreement. The location, form, 483

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

6.6.6 Formal Resolution of Billing Disputes

If the parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.5, then either party may invoke the formal dispute resolution procedures described in this Section 6.6.6. Unless agreed by both parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this appendix.

Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this agreement during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this appendix will be subject to mandatory arbitration in accordance with Section 6.6.7, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this appendix, the parties will annualize the actual number of months billed.

Billing Disputes Subject to Elective Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this appendix will be subject to elective arbitration pursuant to Section 6.6.7 if, and only if, both parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this appendix, the parties will annualize the actual number of months billed. If both parties do not agree to arbitration, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

6.6.7 Arbitration

Disputes subject to mandatory or elective arbitration under the provisions of this appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of

arbitration services or rules as the parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Jefferson City, Missouri unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The parties may submit written briefs upon a schedule determined by the arbitrator. The parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this agreement. The times specified in this Section 6.6.7 may be extended or shortened upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Each party will bear its own costs of these procedures, including attorneys' fees. The parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 6.6.8 Immediately upon resolution of any billing dispute, SWBT and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:
- a. SWBT shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute;
 - b. within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon;
 - c. within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SWBT shall be disbursed to SWBT by the Third Party escrow agent, together with any interest accrued thereon; and
 - d. no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SWBT any difference between the amount of accrued interest SWBT received from the escrow disbursement and the amount of Late Payment Charges SWBT billed and is entitled to receive pursuant to Section 6.7 of this appendix.
- 6.6.9 Failure by the Collocator to pay any charges determined to be owed to SWBT within the time specified in Section 6.6.7 shall be grounds for immediate re-entry and termination of services provided under this appendix.
- 6.6.10 Billing for Caged Shared and Caged Common Collocation Arrangements

Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, SWBT shall bill the original collocator for space. However, SWBT shall bill the other Collocators in the shared cage for use of network elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with SWBT for floor space and all other applicable interconnection arrangements.

6.7 Late Payment Charge

If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SWBT as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (a) the rate used to compute the Late Payment Charge in SWBT's Missouri intrastate access services tariff and (b) the highest rate of interest that may be charged under Missouri law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

6.8 Allowances for Interruptions

An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to SWBT's designated contact point and ends when the physical collocation arrangement is operative and reported to the collocator's designated contact. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the collocator where the interruption is due to the actions or negligence of SWBT.

When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

When a third party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

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7.0 USE BY OTHER LOCAL SERVICE PROVIDERS

7.1 SWBT will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more Collocators pursuant to the terms and conditions agreed to and between the Collocators. In making shared cage arrangements available, SWBT may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where SWBT receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SWBT will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.

7.1.1 SWBT will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more Collocators have provided SWBT with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SWBT will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SWBT will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor as approved by the Commission. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.10.

7.2 SWBT will not place unreasonable restrictions on a collocator's use of a cage, and as such will allow a collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-locator no more than the prorated share (based upon square footage used exclusively or in common) of SWBT's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SWBT utilize a shared collocation cage, SWBT will permit each collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

All collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this agreement. The terms contained in Paragraph 6.4, Occupancy, preceding shall continue to apply.

7.3 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SWBT, which consent shall not be unreasonably withheld. Any 487

purported assignment or transfer made without such consent shall be voidable at the sole discretion of SWBT.

8.0 FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

8.1.1 The collocator shall use a dielectric fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an ICB. SWBT will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SWBT that use of such cable will not impair SWBT's ability to service its own customers or subsequent collocators.

8.1.2 SWBT shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SWBT cable. SWBT will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SWBT also has access to more than two such entry points. Where such dual points of entry are not immediately available, SWBT shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where SWBT performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and SWBT shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both SWBT and the Collocator(s) in the first twelve (12) months.

8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by SWBT, and leaving sufficient length in the cable in order for SWBT to fully extend the collocator-provided facilities through the cable vault to the Dedicated Space.

8.2 Demarcation Point

A Point of Termination (POT) Frame is not required as the demarcation point. However, the collocator may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in the SWBT-designated area within the Eligible Structure. If the collocator elects not to provide a POT frame, SWBT will hand off the Interconnection Arrangement(s) cables to the collocator at their equipment.

9.0 USE OF DEDICATED SPACE

9.1 Nature of Use

The Collocator may locate all equipment used and useful for interconnection to SWBT under 47.U.S.C. 251 (C) (2) and accessing SWBT's unbundled network elements under 47.U.S.C. 251 (C) (3) of the FTA 96, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other 488

functionalities. SWBT will permit the collocation of equipment such as DSLAMs, routers, ATM multiplexers, and remote switching modules in SWBT Eligible Structures. SWBT may not place any limitations on the ability of collocators to use all the features, functions, and capabilities of collocated equipment, including but not limited to, switching and routing features and functions. The collocator will certify in writing to SWBT that the equipment is used and useful for interconnection or access to unbundled network elements. In the event that SWBT believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements, SWBT shall notify the Collocator and provide Collocator with ten (10) days to respond. In the event that the parties do not resolve the dispute, SWBT may file a complaint at the Commission seeking a formal determination that the equipment cannot be collocated in a SWBT Eligible Structure. While the dispute is pending, SWBT will not prevent or otherwise delay installation of the disputed equipment in the Collocation space.

When the collocator's physical collocation arrangement is within the Eligible Structure, the collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SWBT will provide the necessary backup power to ensure against power outages.

Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on the SWBT grounds surrounding the Eligible Structure in which the Dedicated Space is located. The collocator may place signage and markings on the inside of its dedicated space.

9.2 Equipment List

A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Paragraph 10.1 Minimum Standards, following. The Collocator warrants and represents that the List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this agreement. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the List without the express written consent of SWBT, which consent shall not be unreasonably withheld.

9.2.1 Subsequent Requests to Place Equipment

The Collocator shall furnish SWBT a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

9.2.2 Limitations

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SWBT's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by a Collocator, is limited only to the extent that SWBT would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. SWBT will ensure that the Collocator is provided collocation space at least equal in quality to that provided to SWBT, its affiliates or other parties to which it provides interconnection.

9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities used or useful for interconnection to SWBT or for accessing SWBT's unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to their collocated equipment 7 days a week, 24 hours a day without a security escort. Collocators shall provide SWBT with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SWBT will provide Collocators with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SWBT's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 B. of this Appendix).

9.3.2 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SWBT, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.3.3 SWBT will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SWBT and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SWBT's personnel.

9.4 Threat to Personnel, Network or Facilities

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SWBT's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

9.5 Interference or Impairment

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Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this agreement.

9.6 Interconnection to Others

Within a contiguous area within the eligible structure, SWBT will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. SWBT shall not require physical-to-physical collocators to purchase any equipment or cross-connect capabilities solely from SWBT itself at agreement rates. If requested by the collocator, SWBT will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (i.e., located on different floors), SWBT will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. SWBT (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

- 9.6.1 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then SWBT will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At SWBT's option, the connection may be made either by SWBT or by the Collocators' installers, who shall be on SWBT's list of approved installation vendors.

9.7 Personal Property and Its Removal

In accordance with and subject to the conditions of this agreement, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SWBT standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Paragraph 9.8 following.

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9.8 Alterations

In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SWBT has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SWBT provided construction shall be paid by the Collocator in accordance with SWBT's custom work order process.

10.0 STANDARDS

10.1 Minimum Standards

SWBT requires that all equipment to be collocated in SWBT's Eligible Structures meet Level 1 safety requirements as set forth in Bellcore Network Equipment and Building Specifications (NEBS) but SWBT may not impose safety requirements on the Collocators that are more stringent than the safety requirements it imposes on its own equipment. SWBT may not deny collocation of Collocator's equipment because the equipment fails to meet NEBS reliability standards. SWBT will publish, at least quarterly, a list of all network equipment installed within the network areas of its facilities with the previous twelve (12) months that fails to meet the Level 1 safety requirements of Bellcore NEBS and update the list as needed to keep it current. In the event that SWBT believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements or determines that the Collocator's equipment does not meet NEBS Level 1 safety requirements, the Collocator will be given ten (10) business days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, SWBT or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

10.2 Revisions

Within 45 days of approval of this agreement by the Missouri Public Service Commission, SWBT shall revise its Interconnector's Collocation Services Handbook for Physical Collocation in Missouri and its Technical Publication(s) for Physical Collocation. Any revision to SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Missouri or its Technical Publication(s) for Physical Collocation shall become effective and thereafter applicable under this appendix. The Handbook and Technical Publication(s) may then subsequently be revised from time to time by joint agreement of SWBT and all affected Collocators. Where agreement cannot be obtained, SWBT and the Collocator(s) shall attempt to negotiate a resolution to any disagreements. In the event that SWBT and the Collocator(s) cannot negotiate a resolution, a change must be approved by the Commission. Such publications will be shared with Collocators.

10.2.1 Dispute Resolution Process for Revisions or Implementation of Technical Publications

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Disputes that cannot be resolved by the parties regarding revisions to or implementation of SWBT technical publications that apply to physical collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

10.3 Compliance Certification

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Paragraph 9.2 Equipment List; Paragraph 9.2.1 Subsequent Requests to Place Equipment; or otherwise, shall be compliant with Bellcore NEBS Level 1 safety requirements, except to the extent that SWBT has deployed the same noncompliant network equipment in the network area(s) of its central offices. The collocator may place Digital Loop Carrier Equipment, and/or, Digital Subscriber Line Carrier Equipment of its choosing in its space.

11.0 **RE-ENTRY**

If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this appendix will be terminated without prejudice to any other remedies SWBT might have.

SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding paragraph.

In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described in their respective interconnection agreement, where applicable.

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12.0 INDEMNIFICATION OF SWBT

Except as otherwise provided and to the extent not contradicted herein, the indemnity provisions of the Interconnection Agreement between SWBT and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supersede or override the indemnification provisions contained in the interconnection agreement between SWBT and Collocator.

Collocators shall indemnify and hold harmless SWBT the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against SWBT where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SWBT or its employees. The provisions in this section are reciprocal and applicable also to SWBT.

SWBT shall, make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnatee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnatee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SWBT and any other Indemnatee subject to any such claim fully informed as to the progress of such defense, and (b) afford SWBT and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

13.0 SERVICES AND MAINTENANCE

13.1 Operating Services

SWBT shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, 24 hours a day, 7 days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable SWBT tariffs.

13.2 Maintenance

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SWBT shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

13.3 Equipment Staging and Storage

No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e. filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g. cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation for further details.

13.4 Legal Requirements

Except for paragraph 15.3, SWBT agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

14.0 SWBT'S RIGHT OF ACCESS

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

15.0 GENERAL

- 15.1 The rates and charges in this appendix are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 1, Paragraph 2 of this appendix. SWBT allocates the charges for space preparation and security charges on a prorated basis so the first collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

- 15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the eligible structure. SWBT will rent parking spaces to Collocators on a first-come, first-

served basis if such space is available. Collocators may not park in spaces that are reserved for SWBT vehicles and which are designated as reserved. SWBT shall not unreasonably reserve for its own use all parking at the Eligible Structure. Collocators shall be allowed to have reasonable use of and access to loading docks. Collocators and SWBT are required to follow all posted traffic and SWBT signs and follow all applicable parking and traffic laws and ordinances.

- 15.3 The rates and charges in this appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.
- 15.3.1 If SWBT is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, SWBT will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Structure, based on the total space utilized by each Collocator.
- 15.3.2 Should SWBT benefit in any way whatsoever from the ADA upgrades, it shall absorb half of the cost when there is one benefiting collocator, one-third when there are two, and so on.
- 15.3.3 Should SWBT be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a collocator was collocated in the CO), SWBT shall absorb all of the costs related to such an upgrade.
- 15.4 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in a negotiated interconnection agreement and any applicable SWBT tariffs.
- 15.5 The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the collocator chooses a month-to-month term.

16.0 PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this section. These rates and charges are found in Paragraph 21 Rates and Charges, following.
- 16.2 SWBT will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges (as defined in Paragraph 17.2.2 following), using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SWBT will permit Collocators to review the contractor invoices. To insure efficient use of space, SWBT will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SWBT will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive)

Collocation Space may be provided. SWBT will not require Collocators to use separate rooms or floors which only serves to increase the cost of collocation and decrease the amount of available collocation space. SWBT will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.

- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SWBT, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SWBT, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval set forth in Paragraph 6.1.3 Interval, preceding with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 16.4 The collocator may elect to install its own Point of Termination (POT) Frame, or request that SWBT provide and install a POT Frame, to be placed in the collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, SWBT must still provide and install the required DC power panel as set forth in 20.7, DC Power Panel, following. In this case, the construction interval set forth in Paragraph 6.1.3 Interval, may be exceeded.

17.0 CHARGES

17.1 Monthly Charges

The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or 5 days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that physical collocation is provided. For billing purposes, each month is considered to have 30 days. The applicable recurring charges are set forth in Paragraph 21 Rates and Charges, following, for use of the Dedicated Space.

17.2 Nonrecurring Charges

- 17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.
- 17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SWBT fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Paragraph 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments, with a "carrying charge" based on the average prime commercial paper rate then in effect and applicable to under/overcharges as set forth in SUBST. R. 497

23.45(g). In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

17.3 Individual Case Basis (ICB)

SWBT may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Agreement. ICB charges may only be imposed subject to the requirements defined in Section 2 (Definition of Custom Work Charges) and to the process established in Section 20.1 of this Appendix.

17.4 Outstanding Balances

All outstanding balances, including monthly recurring charges and electrical power consumption, will be included in the final bill to the Collocator.

18.0 **REGENERATION**

18.1 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the collocator's POT bay or termination point located in an adjacent structure and SWBT's cross-connect bay exceeds ANSI limitations. Regeneration is not required in any other circumstances except where the collocator specifically requests regeneration. Required regeneration and collocator-requested regeneration will be provided at the collocator's expense.

19.0 **RECONCILIATION OF INTERIM COLLOCATION AGREEMENTS**

For interim collocation agreements that were entered into between SWBT and the Collocator prior to the approval of this agreement, SWBT and the Collocator shall perform a true-up, without calculation of any interest amounts based upon the charges approved by the Commission. This true-up and any associated payments from either SWBT or the Collocator to the other shall occur within a reasonable amount of time after the charges become effective, and shall not effect the right of either SWBT or the Collocator to appeal any Commission order with respect to such tariff proceeding.

20.0 **RATE ELEMENTS**

The interim rate elements listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rate elements in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent rates, terms and conditions for Physical Collocation.

20.1 **Determination of Charges Not Established in Agreement (Custom Work Charges)**

(A) Rate Elements - In the event that SWBT seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this agreement, SWBT shall be

required to provide the quote for the rate element within the same time frames provided for in Section 6.1.3 of this agreement. When SWBT provides the price quote containing rate elements or charges that are not established in this agreement, SWBT shall also provide all cost support for the proposed rate element or charge, and shall rely on the total long-run incremental cost methodology as used by the Commission in setting rates for this agreement.

- (B) In the event the Collocator disputes the rate element or charge proposed by SWBT that is not specifically provided for in this agreement, Collocator shall notify SWBT of its dispute with the proposed charge in writing. In the event the dispute is not resolved within fifteen (15) days from the date of Collocator's notification, then Collocator may file a request for dispute resolution with Central Records of the Commission. In its request, Collocator should provide a copy of SWBT's price quote, a detailed explanation of the charges in dispute, and Collocator's proposed charges and requested relief. The Commission shall use its Dispute Resolution Rules to resolve the complaint. Any Commission resolution or agreement reached by Collocator and SWBT after the dispute has been filed with the Commission shall be made public. In the event that the Collocator files a request for dispute resolution with the Commission, the Collocator may seek interim relief pending final resolution of the dispute, subject to true-up of the final rates or charges set by the Commission. The Collocator may use, as a basis for interim relief, any rate approved by another state commission, agreed to by SWBT with another Collocator, or agreed to by any other incumbent LEC for provision of the same arrangement or work.

20.2 Application/Project Management Fees

The Application/Project Management Fee, as specified in the SWBT Interconnector's Collocation Services Handbook for Physical Collocation in Missouri, recovers SWBT costs incurred to estimate the quotation of charges for the Collocator's request for the physical collocation arrangements. An initial Application/Project Management Fee will apply to the Collocator's physical collocation request. In addition, a Non-standard Application/Project Management Fee will apply when a request includes DC power requirements other than 20,40,50,100,200 or 400 AMPS or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires SWBT to engineer and purchase additional equipment will result in a Subsequent Application/Project Management Fee. A major revision to the initial request for physical collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution, will be considered a total revision and result in the reapplication of a Initial Application/Project Management Fee. Rates and charges are as found in Paragraph 21.1 following.

20.3 Caged Collocation

The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible 499