

within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by SWBT's own business needs or by factors outside of SWBT's control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to SWBT's poles, ducts, conduits, or rights-of-way.

- (a) CLEC agrees that CLEC will cooperate with SWBT and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by CLEC in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then-applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act and rules, regulations and commission orders thereunder.
- (b) CLEC shall make all rearrangements of its facilities within 60 days after receiving written notification by SWBT of the required rearrangements. SWBT may request that such modification be made within a shorter period of time, in which event CLEC shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:
 - (1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);
 - (2) the timeliness of SWBT's request to CLEC;
 - (3) the nature and number of rearrangements sought;
 - (4) the impact on the ability of the parties and joint users to meet customer service needs; and
 - (5) risks of service interruption to customers of the parties and joint users.
- (c) Nothing contained in this article shall preclude CLEC from advising SWBT, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to SWBT's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that

600

decisions be made quickly and that it is highly desirable that all service providers utilizing SWBT's poles, ducts, and conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.05 of this Appendix. The parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party plans and practices which will enable it to make such emergency repairs.

- (a) Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- (b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to SWBT, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a party using the maintenance duct for emergency repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.
- (c) If necessary, other unoccupied ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information. For each SWBT construction district, CLEC shall provide SWBT with the emergency contact number of CLEC's designated point of contact for coordinating the handling of emergency repairs of CLEC's facilities and shall thereafter notify SWBT of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. CLEC shall notify SWBT at the earliest practicable opportunity after discovering any condition on or in any of SWBT's poles, ducts, conduits, or rights-of-way requiring emergency repairs to SWBT's facilities and SWBT shall notify CLEC at the earliest practicable opportunity after discovering

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any condition on or in any of SWBT's poles, ducts, conduits, or rights-of-way requiring emergency repairs to CLEC's facilities.

15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SWBT, CLEC, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles:

- (a) Emergency service restoration work requirements shall take precedence over other work operations.
- (b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- (c) SWBT shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties are unable to reach prompt agreement; provided, however, that these decisions shall be made by SWBT on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When SWBT or CLEC reasonably believes that, due to the condition of either party's facilities placed on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of SWBT's or CLEC's facilities, or SWBT's or CLEC's ability to meet its service obligations, SWBT or CLEC may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, SWBT or CLEC may reattach them as provided in this section but shall not be obligated to do so.

602

- (a) Before performing any corrective work involving facilities, SWBT or CLEC shall attempt to notify the other party. After such notice has been given, the parties shall coordinate corrective work.
- (b) When an emergency situation exists such that advance notice and coordination are not practicable, SWBT or CLEC may perform corrective work without first giving notice to the other, and shall promptly notify the other of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. CLEC agrees to cooperate fully with SWBT when emergency pole replacements are required.

- (a) When emergency pole replacements are required, SWBT shall promptly make a good faith effort to contact CLEC to notify CLEC of the emergency and to determine whether CLEC will respond to the emergency in a timely manner.
- (b) If notified by SWBT that an emergency exists which will require the replacement of a pole, CLEC shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a SWBT replacement pole, the transfer shall be in accordance with SWBT's placement instructions.
- (c) If CLEC is unable to respond to the emergency situation immediately, CLEC shall so advise SWBT and thereby authorize SWBT (or any joint user sharing the pole with SWBT) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on CLEC's behalf.

15.08 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with any emergency repairs of its facilities and transfers or rearrangements of its facilities associated with emergency pole replacements made in accordance with the provisions of this article.

- (a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.
- (b) CLEC agrees to reimburse SWBT for the costs incurred by SWBT for work performed by SWBT on CLEC's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by SWBT are for work performed in part for CLEC and in part for SWBT and third parties, CLEC shall only reimburse SWBT for CLEC's share of the costs.

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ARTICLE 16: INSPECTION BY SWBT OF CLEC'S FACILITIES

16.01 SWBT's Right to Make Periodic or Spot Inspections. SWBT shall have the right, but not the duty, to make periodic or spot inspections at any time of CLEC's facilities attached to SWBT's poles or placed within SWBT's ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to SWBT's poles or placed in SWBT's conduit system are in compliance with the terms of this Appendix and licenses hereunder, SWBT may charge CLEC for inspection expenses only if the inspection reflects that CLEC is in substantial noncompliance with the terms of this Appendix. If the inspection reflects that CLEC's facilities are not in compliance with the terms of this Appendix, CLEC shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify SWBT in writing when the facilities have been brought into compliance.

16.02 Report of Inspection Results. SWBT will provide CLEC the results of any inspection of CLEC's facilities performed under Section 16.01 of this Appendix.

**ARTICLE 17: TAGGING OF FACILITIES AND
UNAUTHORIZED ATTACHMENTS**

17.01 Facilities to Be Marked. CLEC shall tag or otherwise mark all of CLEC's facilities placed on or in SWBT's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as CLEC's facilities.

17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(c) of this section, SWBT may, without notice to any person or entity, remove from SWBT's poles or any part of SWBT's conduit system any untagged or unmarked facilities, including any such facilities owned or used by CLEC, if SWBT determines that such facilities are not the subject of any current license authorizing their continued attachment to SWBT's poles or occupancy of SWBT's conduit system and are not otherwise lawfully present on SWBT's poles or in SWBT's conduit system.

- (a) Before removing any such untagged or unmarked facilities, SWBT shall first attempt to determine whether the facilities are being used by CLEC or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on SWBT's poles or in SWBT's conduit system.
- (b) SWBT shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.
- (c) If the facilities appear to be facilities which are subject to a current license granted to CLEC under this Appendix, or if the facilities are otherwise lawfully present on

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SWBT's poles or in SWBT's conduit system, SWBT shall give written notice to CLEC requesting CLEC to tag or mark the facilities within 60 days and CLEC shall either tag the facilities within 60-day period, advise SWBT in writing of its schedule for tagging the facilities, or notify SWBT in writing that it disclaims ownership of or responsibility for the facilities. If CLEC disclaims ownership of or responsibility for the facilities, CLEC shall disclose to SWBT the identity of the owner or other party thought by CLEC to be responsible for the facilities.

17.03 Updating of Plant Location Records. CLEC shall furnish SWBT, upon request, with such information as may from time to time be necessary for SWBT to correct and update SWBT's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space.

ARTICLE 18: REMOVAL OF CLEC'S FACILITIES

18.01 Responsibility for Removing Facilities. CLEC shall be responsible for and shall bear all expenses arising out of in connection with the removal of its facilities from SWBT's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

- (a) CLEC shall give SWBT, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of SWBT's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name, telephone number of the manager responsible for the removal of the facilities, and the estimated dates when the removal of the facilities will begin and end.
- (b) CLEC shall, if requested by SWBT to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by CLEC.
- (c) Except as otherwise agreed upon in writing by the parties, CLEC must, after removing its facilities, plug all previously occupied ducts at the entrances to SWBT's manholes (if SWBT would itself plug the ducts under the same circumstances) in accordance with the standards set by SWBT for its operations, provided that such standards have been communicated in writing to CLEC at least 10 days in advance of the removal of CLEC's facilities.
- (d) CLEC shall be solely responsible for the removal of its own facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of CLEC's facilities from SWBT's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

605

- (e) When CLEC no longer intends to occupy space on a pole or in a conduit CLEC will provide written notification to SWBT that it wishes to terminate the license with respect to such space and will remove its facilities from the space described in the notice. Upon removal of CLEC's facilities, the license shall terminate and the space shall be available for reassignment.

18.02 Removal of Facilities Not in Active Use. At SWBT's request, CLEC shall remove from SWBT's poles, ducts, conduits, and rights-of-way any of CLEC's facilities which are no longer in active use; provided, however, that CLEC shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. CLEC shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. CLEC shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Appendix. CLEC shall not abandon any of its facilities by leaving them on SWBT's poles, in SWBT's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to SWBT's poles or any part of SWBT's conduit system, or on any public or private property (other than property owned or controlled by CLEC) in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

18.03 Removal Following Termination of License. CLEC shall remove its facilities from SWBT's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to SWBT's poles or the placement of such facilities in SWBT's ducts, conduits, or rights-of-way.

18.04 Removal Following Replacement of Facilities. Except as provided in Section 18.02, CLEC shall remove facilities no longer in service from SWBT's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date CLEC replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Appendix and not by this subsection.

18.05 Notice of Completion of Removal Activities. CLEC shall give written notice to SWBT stating the date on which the removal of its facilities from SWBT's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until CLEC's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, CLEC has plugged all previously occupied ducts at the entrances to SWBT's manholes as required by Section 18.01(c) of this Appendix, and the notice required by this section has been given.

606

18.06 Notice of SWBT's Intent to Remove Facilities. If CLEC fails to remove its facilities from SWBT's poles or conduit system, in accordance with the provisions of Sections 18.01 and 18.05 of this Appendix, SWBT may remove such facilities 60 days after giving CLEC written notice of its intent to do so. The notice shall state:

- (a) the date when SWBT plans to commence removal of CLEC's facilities, and that CLEC may remove the facilities at CLEC's sole cost and expense at any time before the date specified;
- (b) SWBT's plans with respect to disposition of the facilities removed; and
- (c) that CLEC's failure to remove the facilities or make alternative arrangements with SWBT for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

18.07 Removal of Facilities by SWBT. If SWBT removes any of CLEC's facilities pursuant to this article, CLEC shall reimburse SWBT for SWBT's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.08 Reattachment or Subsequent Attachment Following Removal. After CLEC's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to SWBT's poles or placed in SWBT's conduit system until CLEC has first submitted new applications for the facilities and complied with the provisions of this Appendix.

18.09 Termination of Licenses After Removal of Facilities. CLEC agrees to provide written notice to SWBT when it ceases to use facilities attached to SWBT's poles or placed in any part of SWBT's conduit system. Upon the giving of such notice and the removal of such facilities, CLEC's license with respect to such facilities and the space occupied by those facilities shall terminate.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

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

- (a) Rates for Pole Attachments and Conduit Occupancy. In accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, CLEC shall pay SWBT rates of \$2.35 per year per pole attachment and \$0.40 per duct foot per year for conduit occupancy, until such time as the Federal Communications Commission promulgates amended rules governing pole attachment and conduit occupancy rates. Conduit occupancy rates apply to manhole occupancy, calculated to the

607

center point of the manhole. Pole attachment and conduit occupancy rates charged by SWBT to CLEC under this Appendix will then be adjusted in accordance with the FCC's rules on a going-forward basis.

- (b) **Administrative Fees.** As provided by the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, SWBT shall be allowed to charge administrative fees to CLEC. The amount charged by SWBT to CLEC for administrative fees shall be identical to the amount charged by SWBT to CATV providers. Further, in accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, if the FCC promulgates rules governing the assessment of administrative fees, those rules shall apply to administrative fees charged by SWBT to CLEC on a going-forward basis.
- (c) **Partial Duct and Inner Duct Occupancy Rates.** SWBT's rates for partial duct and inner duct occupancy shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and Commission orders thereunder. Partial duct and inner duct rates shall be standardized rather than determined on a case-by-case basis which requires individual analysis of conduit sections occupied. If two or more cable facilities occupy a duct that has not been subdivided by inner duct, a half-duct occupancy rate will apply for each cable facility placed in the duct. A half-duct occupancy rate will apply to the first facility placed by CLEC in a previously unoccupied duct that has not been subdivided by inner duct if the presence of CLEC's cable facility does not render the other half of the duct unusable by others. A half-duct rate shall apply to each inner duct occupied. If the FCC promulgates rules governing rates for partial duct and inner duct occupancy, those rules shall apply, on a going forward basis, to partial duct and inner duct occupancy rates charged to CLEC by SWBT under this Appendix.

19.02 This section intentionally left blank.

19.03 Semiannual Attachment and Occupancy Fees. SWBT's semiannual fees for attachments to SWBT's poles and occupancy of SWBT's ducts and conduits are specified in Exhibit I. For all attachments to SWBT's poles and occupancy of SWBT's ducts and conduits, CLEC agrees to pay SWBT's semiannual charges as specified in Exhibit I.

19.04 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and licenses issued hereunder shall be payable in advance. Fees for pole attachments shall be based on the number of pole attachments for which licenses have been issued as of the date of billing by SWBT, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually in advance. Fees for conduit occupancy shall be based on the number of duct feet subject to occupancy by CLEC

608

under licenses issued as of the date of billing by SWBT, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually in advance. Pole attachment and conduit occupancy space assigned to CLEC prior to the issuance of a license shall be billed in the same manner as if a license had been issued.

- (a) Bills shall be submitted to CLEC for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.
- (b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.
- (c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of CLEC's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.

19.05 Pre-license Survey Fees. With respect to pre-license surveys conducted by SWBT pursuant to Section 9.05 of this Appendix, SWBT may charge CLEC cost-based pre-license survey fees pursuant to such methodologies as shall be approved by the Missouri Public Service Commission following the filing by SWBT of any required study providing cost justification for the imposition of pre-license survey fees.

19.06 Make-Ready Charges. CLEC agrees to pay make-ready charges, if any, as specified in this section. SWBT may recover from CLEC the costs of make-ready work performed by SWBT or persons acting on SWBT's behalf. SWBT may not require payment of the full amount in advance. CLEC will pay half of SWBT's make-ready charges after 50% completion of work, and the remainder at completion. Bills and invoices submitted by SWBT to CLEC for make ready charges shall be due and payable 30 days after the date of the bill or invoice.

19.06A Charges for Work Performed by SWBT Employees. Except as otherwise specifically required by applicable commission orders, SWBT's charges to CLEC for worked performed by SWBT employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SWBT's charges for work performed by SWBT employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Appendix, CLEC shall have the right to challenge the methodology utilized by SWBT to determine hourly rates for SWBT employees at any time in any forum having jurisdiction over the subject matter.

19.07 Due Date for Payment. For all fees and charges other than make ready charges, each bill or invoice submitted by SWBT to CLEC for any fees or charges under this Appendix

609

shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. CLEC agrees to pay each such bill or invoice on or before the stated due date.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.01 Bond May Be Required. SWBT may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a)-(b) of this section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 22.02 of this Appendix.

- (a) If CLEC elects to perform facilities modification, capacity expansion, or make-ready work under Section 6.08(c) or Sections 10.02-10.05 of this Appendix, SWBT may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute bonds equivalent to those which would be required by SWBT if the work had been performed by contractors, subcontractors, or other persons selected directly by SWBT. No bonds shall be required of CLEC, authorized contractors, or other persons acting on CLEC's behalf except in those situations where a bond would be required if the work were being performed on SWBT's behalf.
- (b) No other bond shall be required of CLEC to secure obligations arising under this Appendix in the absence of due cause and justification.
- (c) If a bond or similar form of assurance is required of CLEC, an authorized contractor, or other person acting on CLEC's behalf, CLEC shall promptly submit to SWBT, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing SWBT 60 days written notice.
- (d) SWBT may communicate directly with the issuer of any bond issued pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

ARTICLE 21

(RESERVED)

610

ARTICLE 22: INSURANCE

22.01 Insurance Required. CLEC shall comply with the insurance requirements specified in this section.

- (a) Unless CLEC has provided proof of self-insurance as permitted in Section 22.02 below, CLEC shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name SWBT as an additional insured and shall include provisions requiring the insurer to give SWBT notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SWBT's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.
- (b) Exclusions from coverage or deductibles, other than those expressly permitted in EXHIBIT IV, must be approved in writing by SWBT.
- (c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way on CLEC's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on SWBT's behalf. CLEC shall be responsible for securing compliance by its contractors with this requirement and shall be liable to SWBT for any damages resulting from its failure to do so.
- (d) Self-insurance shall be permitted for persons and entities (including but not limited to CLEC and authorized contractors) meeting the self-insurance requirements set forth in Section 22.02 of this Appendix.

22.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

- (a) CLEC shall submit to SWBT adequate proof (as determined by SWBT) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide SWBT with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to SWBT.
- (b) SWBT will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SWBT will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity

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warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is a least 10 times the minimum liability limits set forth in Exhibit IV and SWBT is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

22.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 22.02, must be in effect before SWBT will issue pole attachment or conduit occupancy licenses under this Appendix and shall remain in force until all of CLEC's facilities have been removed from SWBT's poles, ducts, conduits, and rights-of-way.

22.04 Failure to Obtain or Maintain Coverage. CLEC's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of this Appendix and licenses subject to policies of insurance required under this Appendix will be canceled or changed in any manner which will result in CLEC's failure to meet the requirements of this Appendix, SWBT may terminate this Appendix and all licenses subject to this Appendix not less than 60 days after giving CLEC written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless CLEC has obtained (or made arrangements satisfactory to SWBT to obtain) the required coverage from another source. In the alternative, SWBT may, in its sole discretion, elect to take such action as may be necessary to keep the policy in effect with the required coverages.

ARTICLE 23

(RESERVED)

ARTICLE 24: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

24.01 Termination of Appendix Due to Non-Use of Facilities. CLEC shall, by written notice to SWBT, terminate this Appendix if CLEC ceases to do business in this State, or ceases to make active use of SWBT's poles, ducts, conduits, and rights-of-way in this State.

24.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. CLEC's access to SWBT's poles, ducts, conduits, and rights-of-way will not materially interfere with or impair service over any facilities of SWBT or any joint user, cause material damage to SWBT's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SWBT or any joint user, or create serious hazards to health or safety of any persons working on, within, or in the vicinity of SWBT's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SWBT may limit, terminate or refuse access if CLEC violates this provision; provided, however, that such limitation, termination or refusal will be limited to CLEC's access to poles, ducts, conduits, and rights-of-way located in the SWBT construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable CLEC to adopt suitable controls to prevent

612

further violations, and shall be subject to review, at CLEC's request, pursuant to the dispute resolution procedures set forth in this Appendix (or, if applicable, the parties' Interconnection Agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event CLEC invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

24.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach as provided in this section.

- (a) The notice shall set forth in reasonable detail:
 - (1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
 - (2) the action believed necessary to cure the alleged breach; and
 - (3) any other matter the complaining party desires to include in the notice.
- (b) Except as provided in Section 24.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Appendix, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.
- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

ARTICLE 25

(RESERVED)

613

ARTICLE 26

(RESERVED)

ARTICLE 27: CONFIDENTIALITY OF INFORMATION

27.01 Information Provided by CLEC to SWBT. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by CLEC to SWBT in connection with this Appendix (including but not limited to information submitted in connection with CLEC's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "Confidential" or "Proprietary" information of CLEC and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to CLEC's review of records regarding a particular market area, or relating to assignment of space to CLEC in a particular market area, and further includes knowledge or information about the timing of CLEC's request for or review of records or its inquiry about SWBT facilities. This article does not limit the use by SWBT of aggregate information relating to the occupancy and use of SWBT's poles, ducts, conduits, and rights-of-way by firms other than SWBT (that is, information submitted by CLEC and aggregated by SWBT in a manner that does not directly or indirectly identify CLEC).

27.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by CLEC to SWBT in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 28.03 to 28.06.

27.03 Permitted Uses of CLEC's Confidential or Proprietary Information. SWBT and persons acting on SWBT's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's Confidential or Proprietary information for the following purposes (a) posting information, as necessary, to SWBT's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT's poles, ducts, conduits, and rights-of-way and any SWBT facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SWBT's obligations under this Appendix and similar agreements with third parties; (d) performing SWBT's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SWBT's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SWBT's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT's

614

financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

27.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to CLEC may be made available to personnel of third parties seeking access to SWBT's records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.

27.05 Defense of Claims. In the event of a dispute between SWBT and any person or entity, including CLEC, concerning SWBT's performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SWBT may utilize Confidential or Proprietary information submitted by CLEC in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SWBT shall not disclose CLEC's Proprietary or Confidential Information without first, at SWBT's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.

27.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SWBT from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SWBT shall not disclose CLEC's proprietary or confidential information without first, at SWBT's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CLEC's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

27.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from CLEC pursuant to this Appendix are authorized or permitted without CLEC's express written consent.

ARTICLE 28

(RESERVED)

615

ARTICLE 29

(RESERVED)

616

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH
MAY BE ENFORCED BY THE PARTIES.**

SOUTHWESTERN BELL TELEPHONE COMPANY

By:

Signature of SWBT's Authorized Officer/Employee:

Name of SWBT's Authorized Officer/Employee (Printed or Typed)

Position/Title of SWBT's Authorized Officer/Employee

Date

PNG Telecommunications, Inc.

By:

Signature of CLEC's Authorized Officer/Employee

Name of CLEC's Authorized Officer/Employee (Printed or
Typed)

Title of CLEC's Authorized Officer/Employee

Date

617

Southwestern Bell Telephone

Pole Attachments

PAGE _____ OF _____

Retention Period: Active, Plus 5 Years

APPLICANT'S NAME: _____ [] Provisional, Records Based Assignment

TYPE: _____
(CATV, Telecom, Other)

AGREEMENT No.: _____ [] Pre-Occupancy Survey

APPLICATION No.: _____ Wire Center _____

Item	Record	Pole	Ownership	Street	Proposed	Guy	Make Ready	Make Ready	Pole Mntd
#	#	#	SWBT or	Address	Attachment	Rq'd	Work	Description	Apparatus
			Power		Height	Y or N	Y or N		Height
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
TOTAL									

Number of Cables _____

Other Notes: _____

Weight/per ft. and Size/O.D. _____

Number and Types of Strands _____

Date: _____

Time: _____

SIGNED: _____

SWBT Representative

SIGNED: _____

Applicant's Representative

☐ Official File Copy, If Checked In Red

SW-9433
(Rev. 7-98)

618

**SW9433
POLE ATTACHMENTS
FORM INSTRUCTIONS**

7/1/98

Form SW9433 may be used as follows: (1) Provisional, Records Based Assignment per Section 8.02(b), (2) Pre-Occupancy Survey per Section 7.04, and (3) Immediate Occupancy under Section 8.03(a). See Article 9 for additional information.

REQUIRED INFORMATION FOR PROVISIONAL, RECORDS BASED ASSIGNMENT

APPLICANT'S NAME: Name of firm submitting application for pole attachment space.

AGREEMENT No.: Number obtained from the Master Agreement Number.

APPLICATION No.: Will be provided by applicant in sequential ascending order.

[] **Provisional, Records Based Assignment:** Applicable when an applicant elects to make a Provisional, Records Based Assignment. The form will be signed and dated at the bottom by both the applicant and the SWBT representative. A copy will be provided to the applicant and the original will be maintained by SWBT.

SWBT Wire Center: Records are grouped by "Wire Center" name. Entering the name here eliminates having to show the Wire Center name in the "Record #" column.

Type: The applicant states that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

Record #: The SWBT paper record or the SWBT mechanized record number.

Pole #: Applicant will supply the pole number either from the SWBT Records or from a field visit.

Ownership: Applicant will determine and post the ownership of the pole by marking S for SWBT or P for Power Company based on SWBT's records.

Street Address: Applicant will provide street address or geographical reference point of the pole.

Proposed Attachment Height: Applicant will provide the proposed attachment height in feet and inches on the pole.

Guy Rq'd: Not required for Provisional, Records Based assignment.

Make Ready Work: Not required for Provisional, Records Based assignment.

Make Ready Description: Not required for Provisional, Records Based assignment.

Pole Mntd Apparatus Height: Not required for Provisional, Records Based assignment.

Weight/per ft. and Size/O.D.: Applicant will provide.

Number and Types of Strands: Applicant will provide the number and types of strands.

Other Notes: Any other notes relevant to the request including any infrequent construction techniques.

Date: The date the Provisional, Records Based Assignment was made.

Time: The time the Provisional, Records Based Assignment was made.

Signed (Applicant's Representative): Applicant's Representative signs that Provisional, Records Based Assignment was made.

Signed (SWBT Representative): SWBT's Representative signs that Provisional, Records Based Assignment was made.

6619

SW9433
POLE ATTACHMENTS
FORM INSTRUCTIONS
7/1/98

REQUIRED INFORMATION FOR PRE-OCCUPANCY SURVEY

APPLICANT'S NAME: Name of firm submitting application for pole attachment space.

AGREEMENT No.: Number obtained from the Master Agreement Number.

APPLICATION No.: Will be provided by SWBT.

[] **Pre-Occupancy Survey:** This would be checked when this form is being used as a Pre-Occupancy Survey. The form would be completed in its entirety and signed by the applicant and submitted to SWBT for review in obtaining pole attachment space.

Type: The applicant states that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

Record #: The SWBT paper record or the SWBT mechanized record number,

Pole #: Applicant will supply the pole number either from the SWBT Records or from a field visit.

Ownership: Applicant will determine and post the ownership of the pole by marking S for SWBT or P for Power Company,

Street Address: Applicant will provide street address or geographical reference point of the pole.

Proposed Attachment Height: Applicant will provide the proposed attachment height in feet and inches on the pole.

Guy Req'd: Applicant will state if a guy is required. (Yes or No)

Make Ready Work: Applicant will state if make ready work is required. (Yes or No)

Make Ready Description: Applicant will give description of make ready work required.

Pole Mntd Apparatus Height: Applicant will state any proposed apparatus that would be placed on the pole. (Terminal, etc.)

Weight/per ft. and Size/O.D.: Applicant will provide.

Number and Types of Strands: Applicant will provide the number and types of strands.

Other Notes: Any other notes relevant to the request including any infrequent construction techniques.

Date: The date the Pre-Occupancy Survey was submitted to SWBT.

Time: The time the Pre-Occupancy Survey was submitted to SWBT.

Signed (Applicant's Representative): Applicant's Representative signs when Pre-Occupancy Survey was submitted to SWBT.

Signed (SWBT Representative): SWBT's Representative signs when Pre-Occupancy Survey was submitted to SWBT.

IMMEDIATE OCCUPANCY: Applicant must provide the same information required for Pre-Occupancy Survey. In addition, "IMMEDIATE OCCUPANCY" must be conspicuously noted on the Form.

620



Access Application and Make-Ready Authorization

(Request for Access to Poles, Ducts, Conduit)

Retention Period: Active, plus 5 years

Name of Applicant: _____

Agreement No. _____

Application No. _____

Provisional Assignment

As specified in the attached documents, and in accordance with the terms and conditions of the Master Agreement between SWBT and Applicant, application is hereby made for a provisional assignment of space in anticipation of a nonexclusive license of communication facilities to access the quantity of SWBT facilities indicated below:

_____ SWBT poles _____ Feet SWBT Whole Duct _____ Feet SWBT Innerduct

Applicant desires immediate assignment of space and acknowledges that the effective date is _____. Applicant agrees to provide an application for assignment/access/occupancy of the assigned space within 30 days from the date of the assignment, or forfeit the assignment.

Provisional Assignment Expiration Date: _____

Assignment/Access/Occupancy

As specified in the attached documents, and in accordance with the terms and conditions of the Master Agreement between SWBT and Applicant, application is hereby made for occupancy of space through a nonexclusive license of communication facilities to access the quantity of SWBT facilities indicated below:

_____ SWBT poles _____ Feet SWBT Whole Duct _____ Feet SWBT Innerduct

Applicant authorizes SWBT to perform the required pre-licensing survey including any field inspections required to evaluate capacity, safety, reliability, and engineering standards; and to determine the cost, if any, of required modifications or make-ready work.

Effective Date: _____ Assignment Expiration Date: _____

Applicant's Estimated Construction Start Date: _____

Applicant's Estimated Construction Completion Date: _____

Authorized by Applicant: _____
Signature Title

Date: _____

Make-Ready Work

Estimated Costs	Hours	Rate	Total
Constr. Labor	_____ x	\$ _____	\$ _____
Material	xxx x	\$ xxx	\$ _____
Engr. Design	_____ x	\$ _____	\$ _____
_____	_____ x	\$ _____	\$ _____
Total	_____ x	\$ _____	\$ _____

Estimated SWBT Completion Date: _____

☐ No Make-Ready Work Required. ☐ No Make-Ready Work Required under 8.03(a).

☐ Make-Ready Work will be completed by applicant's authorized contractor.

☐ I authorize SWBT to complete the required make-ready work. Costs will be based upon actual costs incurred by SWBT.

Applicant's Signature _____ Title _____ Date _____

License No. _____

Authorized by SWBT: _____

Date: _____

Signature

Title

☐ Official File Copy, If Checked in Red

SW-9434
(Rev. 7-98)

621

SW-9434
ACCESS APPLICATION and MAKE-READY AUTHORIZATION
FORM INSTRUCTIONS
7/1/98

Form SW-9434 is used to request access to poles, ducts, and conduit; to transmit notice of Provisional Assignments; and to provide other information required in the access process.

REQUIRED INFORMATION

NAME OF APPLICANT. Name of firm requesting space on poles or in conduit.

AGREEMENT NO. Number obtained from the Master Agreement Number.

APPLICANT NO. Will be provided by applicant in sequential ascending order.

Provisional Assignment Box Data

"attached documents" Copies of the Assignment Of Space Logs showing the applicant's entries for the requested space or completed Forms SW-9433 or SW-9435 if appropriate. Assignment is not official until the required data is entered in the Assignment Of Space

_____ **SWBT poles** The number of poles for which space is requested.

_____ **Feet SWBT Whole Duct** The accumulated Center-to-Center measurements for the Whole Duct to be occupied. To be used only for cables too large in diameter (Typically copper conductor cables.) to fit in SWBT standard innerduct.

_____ **Feet SWBT Innerduct** The accumulated Center-to-Center measurements for the innerduct to be occupied.

Effective date is date entered in Assignment Of Space Log

Provisional Assignment Expiration Date: 30 calendar days from the date entered in the Assignment of Space Log (i.e., Date Application must be submitted to hold the assignment of space.)

Assignment/Access/Occupancy Box Data

"attached documents" Completed Forms SW-9433 and/or SW-9435.

_____ **SWBT poles** The number of poles to be accessed.

_____ **Feet SWBT Whole Duct** The accumulated Center-to-Center measurements for the Whole Duct to be occupied. To be used only for cables too large in diameter (Typically copper conductor cables.) to fit in SWBT standard innerduct.

_____ **Feet SWBT Innerduct** The accumulated Center-to-Center measurements for the innerduct to be occupied.

Effective date is date entered in Assignment Of Space Log

Assignment Expiration Date: 12 months from the date entered in the Assignment of Space Log (Date facilities must be placed to avoid forfeiture of assigned space.)

SW-9434
ACCESS APPLICATION and MAKE-READY AUTHORIZATION
FORM INSTRUCTIONS
7/1/98

Applicant's Estimated Construction Start Date: Current "best estimate" of the date project construction will begin. "ASAP" is not an acceptable date.

Applicant's Estimated Construction Completion Date: Current "best estimate" of the date placements and splicing will be completed. "ASAP" is not an acceptable date.

Authorized by Applicant: Signature and Title of the Applicant's representative authorizing the request for access and payment (if any) of related SWBT engineering charges in connection with such access.

Date: Date of authorization by Applicant's representative.

MAKE-READY WORK Box Data

Estimated costs: SWBT will calculate data for Construction Labor, Material, and Engineering Design hours and summarize the **TOTAL** estimated SWBT Make-Ready Costs.

Estimated SWBT Completion Date SWBT Engineering will provide the estimated completion date of SWBT Make-Ready Work based upon current scheduling loads.

☐ No Make-Ready Work Required. Applicant should check this box if it has determined that fully code/specifications-complaint access can be granted without any work or modifications by SWBT or other parties. If inner duct must be placed, box should not be checked.

☐ No Make-Ready work Required under 8.03(a). Applicant should check this box only if this Application is being submitted under the provisions described in 8.03(a) Immediate Occupancy.

☐ Make-Ready Work will be completed by Applicant's authorized contractor. If Applicant plans to utilize a mutually approved authorized contractor to perform all the Make-Ready work, this box only should be checked.

☐ I authorize SWBT to complete the required make-ready work.... If applicant wants SWBT to perform all the Make-Ready Work, this box only should be checked.

If some Make-Ready work must be done by SWBT and some will be done by the Applicant's *authorized contractor*, the last two boxes should be checked. A detailed description of the work to be done by SWBT must be included.

Applicant's Signature, Title and Date:

If the *No Make-Ready Work Required* box is checked by Applicant, Applicant's Signature confirms the accuracy of the current Applicant construction schedule.

If the *No Make-Ready Work Required under 8.03(a)* box is checked, Applicant confirms Immediate Occupancy procedures have been followed.

If *Make-Ready Work will be completed by Applicant's Authorized contractor* is checked, Applicant's signature concurs with any changes in proposed Make-Ready work identified by SWBT and confirms the accuracy of the current schedule.

If SWBT will perform any Make-Ready Work, Applicant's signature authorizes payment to SWBT of actual cost to perform the required make-ready work.

LICENSE NO. _____ **Authorized by SWBT:** The SWBT State ULS will authorize, date, and issue the License No. on the SW-9434 which becomes the Applicant's License For Access.

623



Retention Period: Active, Plus 5 Years

APPLICANT'S NAME: _____

AGREEMENT NO.: _____

APPLICATION No.: _____

Conduit Occupancy

[] Provisional, Records Based Assignment

[] Pre-Occupancy Survey

PAGE _____ OF _____

TYPE: _____

(CATV, Telecom, Other)

Item	W.C.	Oper.	Record	Manhole	Street	Distance To	Proposed	Make Ready	Make Ready
#		#	#	#	Address	Next Manhole	Duct or	Work	Description
						(Ctr to Ctr)	Innerduct	Y or N	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
TOTAL									

Number of Cables _____

Size of Cable (O.D. Inches) _____

Splice Information Manhole # _____, Details _____

Splice Information Manhole # _____, Details _____

Slack Loop Info. Manhole # _____, Details _____

Slack Loop Info. Manhole # _____, Details _____

Date: _____

Time: _____

SIGNED: _____

Applicant's Representative

SIGNED: _____

SWBT Representative

☐ Official File Copy, If Checked In Red

SW-9435
(Rev. 7/98)

6274

SW9435
CONDUIT OCCUPANCY
FORM INSTRUCTIONS

7/1/98

From SW9435 may be used as follows: (1) Provisional, Records Based Assignment per Section 8.02(b), (2) Pre-Occupancy Survey per Section 7.04, and (3) Immediate Occupancy under Section 8.03(a). See Article 9 for additional information.

REQUIRED INFORMATION FOR PROVISIONAL, RECORDS BASED ASSIGNMENT

APPLICANT'S NAME: Name of firm submitting application for conduit space.

AGREEMENT No.: Number obtained from the Master Agreement Number.

APPLICATION No.: Will be provided by applicant in sequential ascending order.

[] **Provisional, Records Based Assignment:** Applicable when an applicant would make a Provisional, Records Based Assignment. The form will be signed and dated at the bottom by both the applicant and the SWBT representative. A copy will be provided to the applicant and the original will be maintained by SWBT.

SWBT Wire Center: Records are grouped by "Wire Center" name. Entering the name here eliminates having to show the Wire Center name in the "Record #" column.

Type: Applicant indicates that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

Record #: This would refer to either the SWBT paper record or the SWBT mechanized record number.

Manhole #: Applicant will supply each manhole number.

Street Address: Applicant will provide street address of the manhole, if applicable.

Proposed Duct or Inner duct: Applicant will identify the duct and the inner duct within the duct when inner duct is applicable.

Make Ready Work: Not required for Provisional, Records Based assignment.

Make Ready Description: Not required for Provisional, Records Based assignment.

Number of Cables: Applicant will enter the number of cables.

Size of Cable (O.D. Inches): Applicant will enter size of cable.

Splice Information Manhole #: Not required for Provisional, Records Based assignment.
Details: Not required for Provisional, Records Based assignment.

Slack Loop Info. Manhole #: Not required for Provisional, Records Based assignment.

Details: Not required for Provisional, Records Based assignment.

Date: The date the Provisional, Records Based Assignment was made.

Time: The time the Provisional, Records Based Assignment was made.

Signed (Applicant's Representative): Applicant's Representative signs that Provisional, Records Based Assignment was made.

**SW9435
CONDUIT OCCUPANCY
FORM INSTRUCTIONS**

7/1/98

Signed (SWBT Representative): SWBT's Representative signs that the Provisional, Records Based Assignment was made.

REQUIRED INFORMATION FOR PRE-OCCUPANCY SURVEY (CONDUIT SPACE)

FIRM'S NAME: Name of firm submitting application for conduit space.

AGREEMENT No.: Number obtained from the Master Agreement Number.

APPLICATION No.: Will be provided by applicant in sequential ascending order.

[] **Pre-Occupancy Survey:** Applicable when this form is being used as a Pre-Occupancy Survey. The form would be completed in its entirety by the applicant and submitted to SWBT for review in obtaining conduit space.

Type: Applicant indicates that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

Oper. #: Applicant will provide the operation number when required. The same operation number may very well be referenced on an attached map.

Manhole #: Applicant will supply each manhole number.

Street Address: Applicant will provide street address of the manhole, if applicable.

Distance to Manhole: Applicant will state the distance from manhole to manhole in feet.

Proposed Duct or Inner duct: Applicant will identify the duct and the inner duct within the duct when inner duct is applicable.

Make Ready Work: Not required for Provisional, Records Based assignment.

Make Ready Description: Not required for Provisional, Records Based assignment.

Number of Cables: Applicant will enter the number of cables.

Size of Cable (O.D. Inches): Applicant will enter size of cable.

Splice Information Manhole #: Applicant will enter any relevant splice information.

Details: Applicant will provide any relevant details regarding splice information.

Slack Loop Info. Manhole #: Not required for Provisional, Records Based assignment.

Details: Not required for Provisional, Records Based assignment.

Date: The date the Provisional, Records Based Assignment was made.

Time: The time the Provisional, Records Based Assignment was made.

Signed (Applicant's Representative): Applicant's Representative signs that Provisional, Records Based Assignment was made.

Signed (SWBT Representative): SWBT's Representative signs when Pre-Occupancy Survey was submitted to SWBT.

IMMEDIATE OCCUPANCY: Applicant must provide the same information required for Pre-Occupancy Survey. In addition, "IMMEDIATE OCCUPANCY" must be conspicuously noted on the Form.

626



Southwestern Bell
Telephone

SW-9436A
(Rev. 5-89)
Ref: 002-011-900SW

NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT LICENSE BY LICENSEE

Page ____ of ____

Agreement Number _____

(Licensee)

(Address)

Southwestern Bell Telephone Company:

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19____, notice is hereby given that the licenses covering attachments to the following poles and/or anchors and/or utilization of anchor/guy strand is surrendered (or modified as indicated in Licensee's prior notification to Licensor, dated _____, 19____) effective _____.

	POLE NO.	ANCHOR A/GS (ASSOC. POLE NO.)	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Date Notification Received _____
Date Modification Accepted _____
By _____
Discontinued:
 Poles _____
 Anchors _____
 Anchor/Guy Strands _____

Name of Licensee

By _____

Title _____

627



Southwestern Bell
Telephone

NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE BY APPLICANT

Page ____ of ____

License Agreement # _____

(Applicant)

(Address)

Southwestern Bell Telephone Company:

In accordance with the terms and conditions of the Licensing Agreement between us, dated _____, 19____, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified as indicated in Applicant's prior notification to SWBT, dated _____, 19____,) effective _____.

	CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

SWBT	Date Notification Received _____
	Date Modification Accepted _____
	By _____
	Discontinued: _____
Total duct footage _____	

(Applicant)

By _____
(Name of Authorized Agent)

Title _____
(Title of Authorized Agent)



Southwestern Bell
Telephone

NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT

Applicant Name _____

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19____, notice is hereby given that the license covering attachments to the following is unauthorized (as indicated in Applicant's prior lease agreement to SWBT, dated _____, 19____,) effective _____.

Southwestern Bell Telephone

By: _____

Title: _____

	POLE NO. OR CONDUIT #	LOCATION (ASSOC. POLE NO.) MANHOLES Involved	LC. NO. & DATE	UNAUTHORIZED ATTACHMENT	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

SKETCH OF
UNAUTHORIZED
ATTACHMENTS
ATTACHED



Date Notification
Sent _____

Name of Applicant

By _____

Title _____

EXHIBIT II
IDENTIFICATION OF APPLICANT (MISSOURI)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: PNG Telecommunications, Inc.

Applicant's principal place of business is located in the State of Ohio.

Applicant does business under the following assumed names:

Applicant is:

- ☒ [X] a corporation organized under the laws of the State of Ohio,
charter no. _____;
- ☐ [] a partnership organized under the laws of the State of _____;
or
- ☐ [] another entity, as follows:

Applicant represents that Applicant is:

- ☐ [] (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));
- ☐ [] (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or
- ☐ [] (3) a person or entity which is neither (1) nor (2) above, as follows:

630

EXHIBIT III
ADMINISTRATIVE FORMS AND NOTICES (MISSOURI)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SWBT's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by SWBT to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SWBT to CLEC and others.

- SW-9433: Pole Attachments
- SW-9434: Access Application and Make-Ready Authorization
- SW-9435: Conduit Occupancy
- SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee
- SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant
- SW-9436C: Notification of Unauthorized Attachments by Applicant

631

EXHIBIT IV INSURANCE REQUIREMENTS (MISSOURI)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Exhibit, the term "premises" refers to any site located on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way and any location where CLEC or any person acting on CLEC's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to CLEC and All Persons and Entities Acting on CLEC's Behalf. CLEC shall maintain, at all times during the term of this Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover CLEC but all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at the premises described in 1) above. CLEC should require that all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. CLEC shall maintain, at all times during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. CLEC shall require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by CLEC.

4) General Liability Insurance. To protect SWBT from any liability for bodily injury or property damage, CLEC shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SWBT. SWBT shall be added as an additional insured in the standard policy or an endorsement thereto. CLEC shall also require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide General Liability coverage with the same limits and with SWBT added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by CLEC.

- a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or entity acting on CLEC's behalf. The coverages may be provided by the standard policy or

endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
 - 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
 - 3) Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.
 - 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
 - 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
 - 6) Contractual Liability coverage to provide financial responsibility for CLEC to meet its indemnification obligations.
 - 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of CLEC.
- b) Minimum policy limits shall be as follows:
- General Aggregate Limit: \$1,000,000.
- Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.
- Sublimit for personal injury and advertising: \$1,000,000.
- Products/Operations Aggregate Limit: \$1,000,000.
- Each occurrence sublimit for Products/Operations: \$1,000,000.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - d) Policy language or endorsements adding SWBT as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SWBT

from any liability for bodily injury or property damage arising out of CLEC's operations.

5) Automobile Liability Insurance. The parties contemplate that CLEC and personnel acting on CLEC's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights-of-way, in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Accordingly, CLEC shall maintain, at all times during the term of the Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by CLEC or by any person or entity acting on CLEC's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. CLEC's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SWBT.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SWBT, must be received by SWBT prior to the issuance of any licenses pursuant to the Agreement and before CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.
- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

“SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.”

A certificate which does not include the phrase “or materially changed” does not meet SWBT’s requirements. A certificate reciting that the issuing company will “endeavor to” mail 30 days written notice to the certificate holder does not meet SWBT’s requirements. The language “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or similar language must be deleted from the certificate.

- e) The certificate holder shall be:

Southwestern Bell Telephone Company
12930 Olive Street Road, Floor 2
Creve Couer, Missouri 63141
ATTENTION: Utility Liaison Supervisor

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Exhibit and shall not be construed as a waiver by SWBT of any rights under the Agreement.

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

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon CLEC’s submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

EXHIBIT V
NONDISCLOSURE AGREEMENT (MISSOURI)

Nondisclosure Agreement (SWBT Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the ____ day of _____, 20__, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

1) SWBT maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SWBT owns or controls. SWBT represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SWBT intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SWBT's competitors.

2) SWBT has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, or, if an individual, that he or she is acting on behalf of _____, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any,

by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SWBT's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SWBT a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SWBT's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SWBT's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SWBT records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SWBT to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SWBT's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: **"PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SWBT POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."**

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations

such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SWBT and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SWBT in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SWBT may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SWBT's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SWBT. In the event of any breach of this Agreement for which legal or equitable relief is sought, SWBT shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SWBT in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Missouri.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

PNG Telecommunications, Inc.

Southwestern Bell Telephone Company

By _____
Signature of Recipient or Representative

By _____
Signature

Name (Printed or Typed)

Name (Printed or Typed)

Address

Address

City, State, and Zip Code

City, State, and Zip Code

Phone

Phone

Date

Date

**EXHIBIT VI
NOTICES TO CLEC
(MISSOURI)**

**EXHIBIT VII
NOTICES TO SWBT
(MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Exhibit, all notices to SWBT shall be given to the Utility Liaison Supervisor (ULS) designated in EXHIBIT VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SWBT's poles, ducts, conduits, and rights-of-way and serving as CLEC's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.01 Notification of Designation of Primary Point of Contact
- 7.03(a) Notification of intent to review records
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.05(e) Notification Regarding Make-Ready Work
- 12.03(d) Notification of placing J-hook on non-licensed pole
- 12.04 Notification of occupation of maintenance duct for short-term use
- 12.06 Notification of CLEC's maintenance contact
- 13.01 Notification of planned modifications
- 14.02(c) Notification of CLEC's desire to add to or modify its existing attachment
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.03 Notification of emergency repair coordinators
- 16.01 Notification that facilities have been brought into compliance
- 17.02(c) Disclaimer of ownership or responsibility for untagged facilities

- 18.01(a) Notice of intent to remove facilities
- 18.01(e) Notice of intent to terminate license
- 18.06 Notification of SWBT's intent to remove CLEC's facilities
- 20.01(c) Notification of change of bond
- 24.01 Notification of termination
- 24.03 Notification of cure of breach

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SWBT's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

- 6.05(a) Notifications relating to electrical interference
- 6.09(h) Notifications of unsafe conditions
- 6.11(a) Notification of manhole entry
- 6.13(c) Notification of environmental contaminants
- 10.02(b) Notification of materials required for self-provisioning of inner duct
- 15.04 Notification of conditions requiring emergency repair
- 15.06(a) Notification of performing corrective work on emergency repair.
(advanced notice)
- 15.06(b) Notification of performing corrective work on emergency repair.
(no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as CLEC's initial point of contact, will provide additional information to CLEC concerning notification procedures for notices to be given to LSPC. Questions to SWBT concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide CLEC legal advice with respect to notice requirements. Questions by CLEC's personnel and other persons acting on CLEC's behalf concerning CLEC's legal obligations should be directed to CLEC's legal counsel or such other personnel as CLEC may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Exhibit may be made by SWBT from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

**EXHIBIT VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR
(MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Missouri is named below. Notices to the Utility Liaison Supervisor should be addressed as follow:

Name:

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 12930 Olive Street Road, Floor 2

City/State/Zip Creve Couer, Missouri 63141

ATTACHMENT 14: INTERIM NUMBER PORTABILITY

1.0 Interim Number Portability

- 1.1 SWBT and CLEC will provide Interim Number Portability in accordance with requirements of the Act. Interim Number Portability (INP) will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or SWBT. The Parties will provide Permanent Number Portability (PNP), in conformance with FCC rules.

2.0 Non-Geographical Numbers

- 2.1 Neither Party will be required to provide Interim Number Portability for non-geographic services (e.g., 500 and 900 NPAs) or on COPT or SmartCoin lines under this Agreement, unless otherwise ordered by the FCC.

3.0 Availability

- 3.1 INP will be made available to either Party by the other on a reciprocal basis. INP will be provided through INP-Remote (remote call forwarding or like service) or INP-Direct (direct inward dialing trunks or like service). The requesting Party will specify either INP-Remote, or INP-Direct, on a per telephone number basis, and the providing Party will provide such method to the extent technically feasible.

4.0 INP-Remote

- 4.1 INP-Remote is a service that uses existing remote call forwarding technology to provide INP by redirecting calls within the telephone network. When INP-Remote is used, calls to the ported number will first route to the original local service provider's switch to which the ported number was assigned. Such Party's switch will then forward the call to the assigned number of the new local service provider's end user customer. When more than a total of 3 paths are required to handle simultaneous calls to the same ported telephone number, the requesting Party will order from the providing Party additional paths.

5.0 INP-Direct

- 5.1 INP-Direct is an existing service which uses DID or like technology to provide for the delivery of the calling (dialed) number to the requesting Party's switch for subsequent routing and call completion.
- 5.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

- 5.3 Where the location of the requesting Party's switch is outside the area served by the providing Party's switch, the requesting Party is responsible for providing appropriate transport facilities.
- 5.4 INP-Direct must be established with a minimum configuration of 2 voice grade channels and one unassigned telephone number per switch. INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over trunk groups arranged for INP-Direct service.

6.0 Other Interim Portability Provisions

- 6.1 Either Party will exchange with the other SS7 TCAP messages as required for the implementation of Customer Local Area Signaling Services (CLASS) or other features available.
- 6.2 Either Party will notify the other of any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office.
- 6.3 SWBT will cooperate with CLEC to ensure 911 service is fully available to ported end users consistent with state provisions. CLEC will have the right to verify the accuracy of the information regarding the CLEC customer in the ALI database.
- 6.4 Either Party will pass all Calling Party Number (CPN) or Automatic Number Identification (ANI) information to and from the ported number, whenever technically feasible.
- 6.5 SWBT will provide CLEC with interfaces that allow CLEC to access SWBT's Line Information Database (LIDB) service management system (SMS). These interfaces will allow CLEC to create, modify, and delete CLEC line records for ported numbers. SWBT will provide interfaces to the LIDB SMS to accomplish this function as set forth in Attachment 7, Section 1.7.1.1. If there is no change to the customer's existing LIDB functionality (e.g., collect/third party call blocking) SWBT should not remove the existing customer data. SWBT also will not delete the Directory Listings database information associated with the customer unless requested by CLEC. SWBT will use a mechanized process to ensure that SWBT's LIDB information for the end user is not deleted during the process of converting that customer to service provided by a CLEC through INP. In addition, for directory listings, when CLEC submits local service requests (LSRs) for UNE loop and port combinations "as specified" or for "stand alone" UNE switch ports, CLEC will have the option of whether to populate the LSR Directory Listing ("DL") Form. Under these circumstances, SWBT will treat non-submission of the DL form as an instruction to SWBT that CLEC's end-user listing(s) is to remain the same as the listing(s) currently appears in SWBT's directory listing databases.

- 6.6 SWBT agrees not to issue Telephone Line Number (TLN) based calling card numbers when a customer ports their number to CLEC.
- 6.7 SWBT and CLEC will cooperate in all service cutovers involving the other Party's service, to avoid unnecessary service outages.
- 6.8 Each Party will provide competitively neutral cost recovery as defined by the Commission which reflects the FCC NP Order.

7.0 Route Index Methods of INP

- 7.1 SWBT will provide, where LNP is not available, either or both Route Index Portability Hub (RI-PH) or Directory Number-Route Index (DN-RI) INP methods to any CLEC who requests them, subject to the requesting CLEC(s) paying reasonable developmental and implementation cost.

8.0 NXX Migration (LERG Reassignment)

- 8.1 Where a Party has activated more than half of an NXX and the remaining numbers in that NXX are either unassigned or reserved for future use, at the request of that Party it may elect to employ NXX Migration. NXX Migration will be provided by utilizing reassignment of the NXX to the requesting Party through the Local Exchange Routing Guide (LERG). When NXX migration is used as an INP solution, each party shall absorb its own costs.

9.0 Cutover Process

- 9.1 For a Coordinated Cutover Environment (where the loop is being purchased by CLEC as an unbundled Network Element at the time of INP implementation), SWBT will update switch translations where necessary as close to the requested time as possible, not to exceed 30 minutes after the physical cutover is completed.
- 9.2 For a Non-Coordinated Cutover Environment (where the loop is supplied by CLEC) SWBT will schedule a mechanized update of switch translations at the CLEC requested cutover time (frame due time). SWBT will provide an operation contact whom CLEC can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, completion will be negotiated by the parties.

10.0 Testing

- 10.1 SWBT and CLEC will cooperate in conducting testing to ensure interconnectivity between systems. The Parties will inform each other of any system updates that may affect either Party's network and will perform tests to validate the operation of the network.

647

11.0 Recording and Billing

- 11.1 The Parties will provide to each other the Exchange Message Records (EMR) for all alternately billed calls.
- 11.2 The Parties will supply each other with originating billing records which will enable them to bill each other or any other LSP for any local interconnection charge.

12.0 Line Status Verification/Busy Line Verify

- 12.1 When a Line Status Verification or Busy Line Interrupt request for a ported number is directed to either Party's operator and the query is not successful if the operator is aware that the number is a ported number, then the operator will direct the caller to the appropriate operator.

13.0 Pricing

- 13.1 SWBT and CLEC will absorb their own costs of providing INP. Because all parties will be absorbing their own costs, the charges listed below are zero.

INP Remote:

Per line	None
Add'l Path	None

INP Direct:

Number	None
Trunk Termination	None
D4 Channel Bank	None
DID Nonrecurring per #	None
DID Nonrecurring Transport per MOU	None

14.0 Additional INP Commitments

- 14.1 SWBT agrees to provide information on its internet website relating to conversions from INP to LNP as well as host forums with CLEC customers to discuss number portability issues.

648

**APPENDIX LOCATION ROUTING NUMBER -
PERMANENT NUMBER PORTABILITY**

1.0 Provision of Local Number Portability

1.1 SWBT and CLEC shall provide, number portability in accordance with requirements of the Act.

2.1 Location Routing Number - Permanent Number Portability (LRN-PNP)

2.1.1 SWBT and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, NANC (North American Numbering Council) guidelines specified in Section 2.2 of this Attachment. SWBT and CLEC shall also work to implement the guidelines of the Op WestRegion Steering Committee and Network Operations Team agreed to in writing by SWBT and CLEC.

2.1.2 SWBT and CLEC shall implement number portability in an end office upon the written request of the other Party in accordance with FCC timelines.

2.2 Requirements for LRN-PNP

2.2.1 The parties shall adhere to the generic requirements for LRN-PNP as specified in the following publications and FCC Orders:

2.2.1.1 Generic Switching and Signaling Requirements for Number Portability, Issue 1.05, August 1, 1997 [Editor - Lucent Technologies, Inc.];

2.2.1.2 Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.99, Final Draft, January 6, 1997 [Editor - Ameritech Inc.];

2.2.1.3 Generic Operator Services Switching Requirements for Number Portability, Issue 1.1, June 20, 1996 [Editor - Nortel];

2.2.1.4 FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Adopted: June 27, 1996; Released: July 2, 1996;

2.2.1.5 FCC First Memorandum Opinion And Order On Reconsideration; FCC 97-74, CC Docket No. 95-116, RM-8535; Adopted: March 6, 1997; Released: March 11, 1997;

2.2.1.6 FCC Second Report and Order, FCC 97-298, CC Docket No. 95-116, RM 8535, Adopted August 14, 1997, Released August 18, 1997; and

2.2.1.7 North American Number Council Report from the LNP Administration Selection Working Group, April 25, 1997.

2.2.2 LRN-PNP employs an "N-1" Query Methodology.

- 2.2.2.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
- 2.2.2.2 For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query and pass the call to the appropriate terminating carrier.
- 2.2.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP at the request of a CLEC, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP at the request of a CLEC, SWBT may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that SWBT's queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service SWBT provides its own customers and end-users.
- 2.2.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.
- 2.2.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

2.3 SMS Administration

SWBT and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section 2.1.1 of this Attachment including, but not limited to development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

2.4 Ordering

- 2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations. SWBT and CLEC will agree on all of the details of the interface, format and processing of LSRs no later than 180 days prior to the first implementation of PNP in the state shown on the face of this agreement or the date on which the transition window is considered to be opened pursuant to Section 3.2.2 of this Attachment, whichever date is earlier. If the Parties have not agreed on all of the details of the interface, format and processing of LSRs to both Parties' satisfaction within such time period, either Party may submit any disputed issues to the Alternative Dispute Resolution process set forth in Attachment 1 of this Agreement.
- 2.4.2 When an LSR is sent to one Party by the other Party to initiate porting via LRN-PNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).
- 2.4.3 For the purposes of this Attachment, the parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

3.0 Requirements for PNP

3.1 Cut-Over Process

- 3.1.1 SWBT and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both SWBT and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.
- 3.1.2 SWBT and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. SWBT and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 3.1.3 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 3.1.4 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office

from which the number is being ported, as coordinated by the Parties' respective technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SWBT and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SWBT recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.

- 3.1.5 The Party from whom a number is porting will set the unconditional LRN-PNP trigger at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.

3.2 Transition from INP to LRN-PNP

- 3.2.1 Transition from INP to LRN-PNP will be initiated for all ported telephone numbers by an LSR from the recipient (ported-to) service provider to the donor (ported-from) service provider. A single LSR shall be used to both disconnect INP and to effect LRN-PNP for any one customer.
- 3.2.2 The Party to which a number is being ported via LRN-PNP shall issue an LSR within 90 days following the opening of the transition window to complete transition. The transition window is considered to be opened when all of the following have been completed:
- 3.2.2.1 the LRN-PNP capabilities in the end office from which the number has been ported from are active;
 - 3.2.2.2 the ported number NPA-NXX is open to portability in the NPAC SMS; and
 - 3.2.2.3 the LRN-PNP electronic or manual LSR interface between CLEC and SWBT is agreed upon by the Parties and operational; and
 - 3.2.2.4 LRN-PNP testing is complete.
- 3.2.3 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. However, when the unconditional PNP (10-digit) trigger is not set (e.g., coordinated cuts), the Party from which the number is being ported will remove the ported number or INP translations per the porting Party's initially requested FDT unless

the porting Party notifies the other Party of a database problem or request to change the FDT. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SWBT and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SWBT recognize that there will be instances where the interval may be up to 59 minutes.

3.2.4 SWBT shall discontinue charges, if any, for INP as of the day on which the NPAC SMS download of the ported number was sent by the NPAC.

3.2.5 After a ported number transitions from INP to LRN-PNP, interexchange (toll) calls to a number ported to CLEC will be routed to CLEC as described in Attachment 11, Appendix ITR.

3.3 Testing

3.3.1 If INP testing is in progress in an end office that has converted from INP to LRN-PNP, both SWBT and CLEC shall complete INP testing if either Party requests that such testing be complete.

3.3.2 When transition from INP to LRN-PNP in an end office occurs, the Party from whom a number has been ported shall launch test calls to ensure correct LRN-PNP routing at the request of the other Party.

3.4 Excluded Numbers

3.4.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

3.5 Mass Calling

3.5.1 Both SWBT and CLEC are required to offer number portability of telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.

3.6 Operator Services, LIDB/LVAS and Directory Assistance

3.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

3.6.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, SWBT shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7

653

Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor - Lucent Technologies, Inc.])

3.7 Porting of DID Block Numbers

- 3.7.1 SWBT and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.
- 3.7.2 SWBT and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) SWBT should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that SWBT should offer customers who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall CLEC be prejudiced in any present or future proceedings from asserting said positions.

4.0 Pricing

- 4.1 Prices associated with queries will be as shown in SWBT's FCC No. 73 Access Services Tariff, Section 34.

ATTACHMENT 15: E911**TERMS AND CONDITIONS FOR PROVIDING CONNECTION
TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE**

This Attachment 15: E911 sets forth the terms and conditions under which SWBT will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

1.0 Definitions

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 **E911 Universal Emergency Number Service** (also referred to as Expanded 911 Service or Enhanced 911 Service) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the E911 customer may receive and answer telephone calls placed by dialing number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
- 1.2 **E911 Universal Emergency Number Service Customer** - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency, police and fire service through the use of one telephone number, 911.
- 1.3 **Public Safety Answering Point (PSAP)** - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.4 **Centralized Automatic Message Accounting (CAMA) Trunk** - A trunk capable of transmitting Automatic Number Identification associated with E911 customer calls from a switch to the E911 Network.
- 1.5 **Automatic Number Identification (ANI)** - A feature that automatically forwards the telephone number of the calling party to the E911 Control Office from which it is switched to the PSAP and is displayed at an attendant position console.

- 1.6 **Automatic Location Identification (ALI)** - A feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.
- 1.7 **Selective Routing (SR)** - A feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
- 1.8 **Database Management System (DBMS)** - A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features and database of E911 service.

- 1.9 **ALI Database** - A database which stores information associated with end user customers' telephone numbers.

2.0 Responsibilities

- 2.1 SWBT will provide and maintain equipment at the E911 Control Office and the DBMS as is necessary to perform the E911 services set forth herein. SWBT will also be responsible for the following:
 - 2.1.1 When requested by CLEC, transporting the E911 calls from the interconnection point with CLEC facilities connecting CLEC's switches to the Control Offices of the E911 System. The CLEC switches will be listed in the form attached hereto as Addendum I as the CLEC switches are deployed.
 - 2.1.2 Switching the E911 calls through the E911 Control Office to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 customer;
 - 2.1.3 Storing the names, addresses, and associated telephone numbers from CLEC's exchanges in the electronic data processing database for the E911 DBMS. (CLEC is responsible for downloading and updating this information);
 - 2.1.4 Transmission of the ANI and ALI information associated with CLEC's end users accessing E911 service to the PSAP for display at an attendant position console.
- 2.2 SWBT will provide and maintain sufficient dedicated E911 circuits, in accordance with the provisions of the E911 tariff and specifications of the E911 customer.
- 2.3 SWBT will provide CLEC with a description of the geographic area and PSAPs served by the E911 Control Office(s) according to industry standards for E911 information sharing.

- 2.4 SWBT will provide CLEC with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Addendum I, in accordance with the methods and procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS" (dated November 1996), and as subsequently modified consistent with industry standards. SWBT will provide CLEC additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Addendum I. In addition, SWBT will provide CLEC with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document for each file downloaded by CLEC to SWBT's DBMS, so that CLEC may ensure the accuracy of the end user records.
- 2.5 At a reasonable time prior to establishment of E911 service, CLEC will download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 service and will promptly notify SWBT in writing of any changes to be made in such records. CLEC will adopt and comply with operating methods applicable to downloading and maintaining CLEC's end user records in SWBT's DBMS, as set forth in the document referenced in Section 2.4, above.
- 2.6 CLEC acknowledges that its end users in a single local calling scope may be served by different PSAPs. CLEC will be responsible for providing facilities to route calls from its end users to the proper E911 Control Office.
- 2.7 At a reasonable time prior to establishment of E911 service, CLEC will populate E911 databases using the NENA Version 2 record format, as adapted in the document referenced in Section 2.4 above.
- 2.8 During the period when interim number portability is utilized, SWBT and CLEC will coordinate their databases to provide for the display of ported numbers at the PSAP as part of the ALI screen display, subject to PSAP capability.

3.0 Methods and Practices

- 3.1 With respect to all matters covered by this Attachment, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of SWBT's tariffs, and the rules and regulations of the FCC and the Public Service Commission of Missouri that apply to the provision of E911 Service.

4.0 Contingency

- 4.1 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and CLEC. The terms and conditions of this Attachment represent a negotiated plan for providing E911

657

service, for which CLEC must obtain documentation of the E911 customer's approval. CLEC will provide such documentation to SWBT prior to use of CLEC's E911 connection for actual emergency calls.

- 4.2 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

SWBT representative:

Account Manager
4 Bell Plaza, 7th Flr
311 S. Akard St.
Dallas, TX 75202-5398

CLEC representative:

Dennis M. Packer
100 Commercial Drive
Fairfield, OH 45014
Phone: 513-645-4932
Fax: 513-645-4960

- 4.2.1 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.
- 4.3 The terms and conditions of this Attachment are subject to renegotiation in the event that the E911 customer orders changes to the E911 service that necessitate revision of this Attachment.

5.0 Basis of Compensation

- 5.1 Compensation to SWBT for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.
- 5.2 For computation in Addendum II, during the initial year that SWBT provides CLEC connection to E911 service, the number of lines (business and consumer) as shown in Addendum I will be counted on January 1, April 1, July 1, and October 1 (or the first day of service, with proration of the first months charges) and the number will be used in computing compensation for the corresponding quarter. At the end of the first full year of

service, a new count of lines will be made and it will be used until the succeeding December 31. For each succeeding year, a new count of lines, as of the first day of January, will be used in the computation of compensation under this Attachment for that year. Each count of lines will be rounded to the nearest thousand for compensation purposes.

5.3 Charges will begin on the date connection to E911 service commences.

6.0 Monthly Billing

6.1 SWBT will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 5.0 above, and CLEC will make payment in full within thirty (30) days from the date of the bill.

7.0 Indemnification

7.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

Addendum I to Attachment 15: E911

LSP SERVING AREA DESCRIPTION AND E911 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP "OCN"	LSP Switch	Switch Type	LSP NPA/NXX(s) included
E911 Coordinator				
	LSP Telco ID		CLLI Code	
			"Connect Signal" Digits ⁽⁴⁾	
911 Database Manager	LSP Service Area Definition		1-1	
			ETST Code	# 911 Trunks Requested
Switch Site Contact			"Default" PSAP	Requested Service Date
SWBT E911 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E911 CONTROL OFFICE				
E911 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E911 CUSTOMER and AGENCY TYPE <small>(see legend below)</small>
E911 Features Required:				
# of 911 Trunks from LSP:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1)		MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.		
(2)		n/a		
(3)		Only areas within the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included.		
(4)		Refer to network interface specifications in Exhibit III.		
"TYPE OF AGENCY" LEGEND:				
HRC		= Home Rule City		
ECD		= Emergency Communications District		
COG		= Council of Governments or Regional Planning Commission		
GLC		= General Law City		
Cnty		= County with special provisions		
			Date Prepared	

ADDENDUM II BASIS OF COMPENSATION

This Addendum II is attached to and made a part of Attachment 15: E911.

- A. The following compensation amounts will be due SWBT for the provision of services under the above-mentioned Attachment for CLEC exchanges and the feature configurations shown in Addendum I.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Nonrecurring Charge Per 1000 Access Lines</u>
Automatic Number Identification		
- SWBT PSAP	\$10.00	\$80.00
- non-SWBT PSAP	\$10.00	\$80.00
Combined Automatic Number Identification and Selective Routing		
- SWBT PSAP	\$51.60	\$85.00
- non-SWBT PSAP	\$51.60	\$85.00
Combined Automatic Number and Automatic Location Identification		
- SWBT PSAP	\$83.60	\$85.00
- non-SWBT PSAP	\$83.60	\$85.00
Combined Automatic Number, Automatic Location Identification, And Selective Routing		
- SWBT PSAP	\$83.60	\$85.00
- non-SWBT PSAP	\$83.60	\$85.00

- B. The following trunk charges will be paid to SWBT for each E911 control office to which CLEC connects.

<u>Trunk Charge Channel (Each)</u>	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
	\$85.00 per trunk	\$170.00 per trunk

ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT**1.0 Protection of Service and Property**

- 1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SWBT agrees to take the following reasonable and prudent steps, including but not limited to:
- 1.2 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent SWBT provides this protection to its own facilities. SWBT will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. CLEC employees and authorized agents must display identification required by SWBT.
- 1.3 SWBT will follow mutually agreed upon notification procedures in the event it becomes necessary for a SWBT employee to enter into the exclusive CLEC collocated space.
- 1.4 Each Party will comply at all times with the other Party's security and safety procedures and requirements, including but not limited to sign in and identification requirements while in spaces which house or contain the other Party's equipment or equipment enclosures.
- 1.5 Allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as SWBT has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.
- 1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.
- 1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as SWBT provides to itself.
- 1.8 Limiting the keys used in SWBT's keying systems for cages which contain or house CLEC equipment or equipment enclosures to SWBT's employees or required safety personnel (in compliance with governing building or fire codes) for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. SWBT will change locks at CLEC's request and expense where a security breach is known or suspected and the breach is not caused by SWBT.

662

- 1.9 Installing security studs in the hinge plates of doors having exposed hinges with removable pins that lead to spaces or equipment enclosures which house or contain CLEC equipment, provided CLEC has requested the installation of such security studs and has agreed to pay the full expense for such installation.
- 1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures
- 1.11 Providing notification to designated CLEC personnel to report any actual or attempted security breach involving CLEC's equipment or equipment enclosures as soon as reasonably practicable after SWBT has become aware of such actual or attempted security breach.
- 1.12 Each Party agrees to provide to the other Party its back-up and recovery plan for review and reasonable acceptance by the other Party to be used in the event of a security system failure or emergency.

2.0 Data and System Protection

- 2.1 With respect to access to the network or gateway or stand alone systems (i.e. E911 MSAG, ALI) of SWBT, CLEC will comply with SWBT's corporate security instructions for computer and network security.
- 2.2 With respect to access to the network or gateway or stand alone system of CLEC, SWBT will comply with CLEC's corporate security instructions for computer and network security.

3.0 Revenue Protection

- 3.1 SWBT will make available to CLEC to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers. These features may include (i) disallowance of call forwarding to international locations, (ii) coin originating ANI II digits, (iii) dial tone reorigination patches, (iv) terminating blocking of 800 and (v) 900/976 blocking.
- 3.2 SWBT will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself. SWBT shall additionally provide direct electronic transmission of requests for

663

Alternatively Billed Services for CLEC customers in the same manner it does so for itself.

- 3.3 SWBT will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

4.0 Law Enforcement Interface

- 4.1 SWBT will provide CLEC with a SPOC with whom to interface on a twenty-four (24) hour, seven (7) day a week basis for situations involving immediate threat to life or at the request of law enforcement officials. Court orders authorizing surveillance of CLEC customers provisioned on SWBT facilities (CLEC Local and ALS Type II, as hereinafter defined) shall be served on both CLEC and SWBT. SWBT shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.
- 4.1.1 As used in this Attachment, the term ALS Type II shall mean customers connected to the CLEC network through SBC-SWBT-owned facilities. ALS Type II customers are located in a building which is connected to an SBC-SWBT- Central Office by an SBC-SWBT-owned cable using customer's premise equipment connected to that cable. At the SBC-SWBT Central Office utilizing a collocation arrangement, ALS Type II customer's circuit(s) are connected to an CLEC fiber-optic facility which transports traffic to and from an CLEC Central Office.
- 4.2 When the end-user to be tapped, traced, etc. is an CLEC Local or ALS Type II customer provisioned on SWBT facilities, SWBT shall advise the requesting law enforcement agency to name both CLEC and SWBT in the court order and serve both carriers. Unless otherwise prohibited by the terms of an applicable court order, SWBT shall notify CLEC directly of the law enforcement agency request within one (1) business day of receiving the request. SWBT shall provide law enforcement with all necessary assistance, including plant information and access to the local loop, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.
- 4.3 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.

ATTACHMENT 17 : PERFORMANCE REMEDY PLAN

This Attachment 17: Performance Remedy Plan sets forth the terms and conditions under which SWBT will report performance to CLEC and compare that performance to SWBT's own performance or benchmark criteria, whichever is applicable. This Attachment further provides for enforcement through liquidated damages and assessments.

SWBT agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1. SWBT will collect, analyze, and report performance data for these measures in accordance with SWBT's Performance Measurement Business Rules. Both the performance measures and the business rules are subject to modification in accordance with section 6.4 below regarding six-month reviews. SWBT and CLEC further agree to use this two-tiered enforcement structure for performance measurements provided for in this Attachment. The Commission approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 or Tier 2 categories, which are further identified as the High, Medium, and Low groups as those terms are used below.

- 1.0 SWBT will not levy a separate charge for provision of the data to CLEC called for under this Attachment. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to SWBT on or before the last day of the month for which data is sought, SWBT shall provide the data to CLEC on or before 20th day of the month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to SWBT after the last day of the month for which data is sought, SWBT shall provide the data to CLEC within 20 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 SWBT and CLEC agree to use a statistical test, namely the modified Z-test, for evaluating the difference between two means (SWBT and CLEC) or percentages, or the difference in the two proportions for purposes of this Attachment. SWBT agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the result for SWBT and the CLEC are compared. The modified Z-tests are applicable if the number of data points are greater than 30 for a given measurement. In cases where benchmarks are established, the determination of compliance is through the comparison of the measured performance delivered to the CLEC and the applicable benchmark. For testing compliance for measures for which the number of data points are 29 or less, the permutation tests as outlined below may be used.
- 3.0 SWBT and CLEC concur that, for purposes of this Attachment, performance for the CLEC on a particular measure will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or proportions) for the same measurement, at equivalent disaggregation, for both SWBT and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than the critical Z-value as reflected in the critical Z-statistic table shown below.

Z-Test

SWBT agrees with the following formulae for determining parity using Z-Test:

For measurement results that are expressed as averages or means

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$

$M_{\text{ILEC}} = \text{ILEC average}$

$M_{\text{CLEC}} = \text{CLEC average}$

$\delta_{\text{DIFF}} = \text{SQRT} [\delta^2_{\text{ILEC}} (1 / n_{\text{CLEC}} + 1 / n_{\text{ILEC}})]$

$\delta^2_{\text{ILEC}} = \text{Calculated variance for ILEC}$

$n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$

$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For measurement results that are expressed as percentages or proportions that meet the following criteria:

$$n_{\text{ILEC}} * P_{\text{ILEC}} > 5$$

$$n_{\text{CLEC}} * P_{\text{CLEC}} > 5$$

$$n_{\text{ILEC}} * (1 - P_{\text{ILEC}}) > 5$$

$$n_{\text{CLEC}} * (1 - P_{\text{CLEC}}) > 5$$

Step 1

$$\rho = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2

$$\sigma_{P_{\text{ILEC}} - P_{\text{CLEC}}} = \text{SQRT} [[\rho (1 - \rho)] / n_{\text{ILEC}} + [\rho (1 - \rho)] / n_{\text{CLEC}}]$$

Step 3

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{P_{\text{ILEC}} - P_{\text{CLEC}}}$$

Where $n = \text{number of observations}$

$P = \text{percentage or proportion}$

If the above conditions are not met, the Fisher's exact test (permutation test for percentages) will be used. The following calculation will be used:

Define N_C = CLEC sample
 N_S = SWBT sample
 F_C = CLEC failures
 F_S = SWBT failures
 $U = N_C + N_S$
 $F = F_C + F_S$

Calculate

p = probability that the CLEC received the observed service or worse

$$P = \frac{\sum_{x=F_C}^{x=\min(F_C, N_C)} \binom{F}{x} \binom{U-F}{N_C-x}}{\binom{U}{N_C}}$$

The value of P can be converted to an equivalent critical value using the standard normal Z-tables or the appropriate t-table.

For Measurement results that are expressed as rates or ratio

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$

$$R_{\text{pool}} = (\text{Num}_{\text{ILEC}} + \text{num}_{\text{CLEC}}) / (\text{denom}_{\text{ILEC}} + \text{denom}_{\text{CLEC}})$$

$$\delta_{\text{DIFF}} = \text{SQRT} [R_{\text{POOL}} (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}})]$$

667

4.0 Qualifications to use Z-Test

The proposed Z- tests are applicable to reported measurements that contain 30 or more data points.

In calculating the difference between the performances the formula proposed above applies when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$, $R_{CLEC} - R_{ILEC}$).

For measurements where the applicable performance criterion is a benchmark rather than parity performance compliance will be determined by setting the denominator of the Z-test formula as one in calculating the Z-statistic.

For measurements that are averages, where the performance delivered to a CLEC is compared to SWBT performance and for which the number of data points are 29 or less, SWBT agrees to application of the following alternatives for compliance.

4.1 Alternative 1

For measurements that are expressed as averages, SWBT can utilize the Z-test as applicable for data sets of 30 or greater data points or the permutation test to provide evidence of parity. If SWBT uses the Z-test for data sets under 30, the CLEC can independently perform the permutation test to validate SWBT's results. SWBT will supply all data required to perform the permutation test, including the complete ILEC and CLEC data sets for the measure, to CLEC upon request. The results of the permutation test will control over the results of the Z-test analysis as applicable for data sets 30 or greater.

4.2 Alternative 2

Permutation analysis which use standard computational routines will be applied to calculate the z-statistic, similar to the logic described below:

- 1) Choose a sufficiently large number T.
- 2) Pool and mix the CLEC and ILEC data sets.
- 3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set or n_{ILEC}).
- 4) Compute and store the Z-test score (Z_S) for this sample.
- 5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).

668

- 6) Order the Z_S results computed and stored in step 4 from lowest to highest.
- 7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- 8) Repeat the steps 2 - 7 ten times and combine the results to determine
 $P = (\text{Summation of ranks in each of the 10 runs divided by } 10T).$
- 9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.
- 10) Compare Z_A with the desired critical value as determined from the critical Z- table. If Z_A is greater than the designated critical Z-value in the table, then the performance is noncompliant.

4.3 SWBT and CLEC will, upon PSC request, provide software and technical support as needed by Commission Staff for purposes of utilizing the permutation analysis. Any CLEC who opts into this Attachment 17 agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

- 5.1 SWBT agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:
- 5.2 SWBT will pay liquidated damages to the CLEC according to the terms set forth in this Attachment.
- 5.3 Liquidated damages apply to Tier 1 measurements identified as High, Medium, or Low in Appendix 1.
- 5.4 Assessments are applicable to Tier 2 measures identified as High, Medium, or Low in Appendix 1 and are payable to the Missouri State Treasury.
- 5.5 SWBT will not be liable for the payment of either Tier 1 damages or Tier 2 assessments until the Commission approves an Interconnection Agreement between a CLEC and SWBT containing the terms of Attachment 17 of this Agreement. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Missouri.

669

6.0 Procedural Safeguards and Exclusions

- 6.1 SWBT agrees that the application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement, SWBT and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SWBT and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 SWBT's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SWBT and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SWBT's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that SWBT has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SWBT's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that SWBT's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by SWBT under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SWBT seeks to offset the payment against any other damages a CLEC might recover; whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether SWBT has met or continues to meet the requirements of section 271 of the Act.
- 6.3 SWBT shall not be liable for both Tier 2 "assessments" and any other assessments or sanctions under Missouri Public Service Commission Law or the Commission's service quality rules relating to the same performance.
- 6.4 Every six months, CLEC may participate with SWBT, other CLECs, and Commission representatives to review the performance measures to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by parity standards; and whether to move a classification of a measure to High, Medium, Low, Diagnostic, Tier 1 or Tier 2. The criterion for reclassification of a measure shall be whether the actual volume of data points was lesser or greater than anticipated. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Performance measures for 911 may be examined at any six month review to determine

670

whether they should be reclassified. The first six-month period will begin when an interconnection agreement including this remedy plan is adopted by a CLEC and approved by the Commission. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and, if necessary, with respect to new measures and their appropriate classification, by arbitration. The current measurements and benchmarks will be in effect until modified hereunder or expiration of the interconnection agreement.

- 6.5 SWBT and CLEC acknowledge that no later than two years after SWBT or its affiliate receives Section 271 relief, the Commission's intention is to reduce the number of performance measures subject to damages and assessments by 50% to the extent there is a smaller number of measures that truly do capture all of the issues that are competition affecting and customer affecting.
- 6.6 CLEC and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SWBT will allow CLEC to have an independent audit conducted, at CLEC's expense, of SWBT's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 days of consultation period or if any new problem is identified, SWBT shall reimburse a CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC's audit rights under other provisions of this Agreement. SWBT agrees to inform all CLECs of any problem identified during the audit initiated by any CLEC.

7.0 Exclusions Limited

- 7.1 SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement if, but only to the extent that, such noncompliance was the result of any of the following: a Force Majeure event; an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with SWBT or under the Act or Missouri law; or non-SWBT problems associated with third party systems or equipment, which could not have been avoided by SWBT in the exercise of reasonable diligence. Provided, however, the third party exclusion will not be raised more than three times within a calendar year. SWBT will not be excused from payment of liquidated damages or assessments on any other grounds, except by application of the procedural threshold provided for below. Any dispute regarding whether a SWBT performance failure is excused under this paragraph will be resolved with the Commission through a dispute resolution proceeding as outlined in the General Terms and Conditions of this Agreement or, if the parties agree, through commercial arbitration with the American Arbitration Association (AAA). SWBT will have the burden in any such proceeding to demonstrate that its noncompliance with the

671

performance measurement was excused on one of the grounds set forth in this paragraph. If a Force Majeure event or other excusing event recognized in the first sentence of this section 7.1 only suspends SWBT's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SWBT's compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

- 7.2 In addition to the provisions set forth herein, SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure if the Commission finds such noncompliance was the result of an act or omission by a CLEC that is in bad faith, for example, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday, or unreasonably failing to timely provide forecasts to SWBT for services or facilities when such forecasts are required to reasonably provide such services or facilities.
- 7.3 CLEC agrees that a maximum annual cap of \$98 million will apply to the aggregate total of any Tier-1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Missouri interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SWBT pursuant to any Missouri interconnection agreement with a performance remedy plan. The annual cap will be determined by SWBT, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. In no event will the annual cap be greater than \$98 million per year, or less than \$76.3 million. Once the annual cap is established, a monthly cap will be determined by dividing the amount of the annual cap by twelve. CLEC further acknowledges that a maximum monthly cap of \$8.17 million ($\$98 \text{ million} \div 12$) for Tier 1 liquidated damages will apply to all performance payments made by SWBT under all SWBT Missouri interconnection agreements. To the extent in any given month the monthly cap is not reached, the subsequent month's cap will be increased by an amount equal to the unpaid portion of the previous month's cap. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 Assessments under all SWBT Missouri interconnection agreements equals or exceeds the annual cap, but SWBT has paid less than that amount due to the monthly cap, SWBT shall be required to pay an amount equal to the annual cap. In such event, Tier-1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual cap, shall be paid as a Tier 2 Assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual cap, SWBT shall be obligated to pay ONLY the actual calculated amount of damages and assessments. The annual cap shall be calculated on the first day of the month following the annual anniversary of Commission approval of the Missouri 271 Agreement, using the most recent publicly available ARMIS data. For purposes of applying the cap, the relevant calendar year shall begin on the first day of the month following the month in which the Commission approved the Missouri 271 Agreement.

672

- 7.3.1 Whenever SWBT Tier 1 payments to an individual CLEC in a given month exceed \$1,000,000, or the Tier 1 payments to all CLECs in a given month exceed the monthly cap, then SWBT may commence a show cause proceeding as provided for below. Upon timely commencement of the show cause proceeding, SWBT must pay the balance of damages owed in excess of the threshold amount into escrow, to be held by a third party pending the outcome of the show cause proceeding. To invoke these escrow provisions, SWBT must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the procedural threshold. SWBT's application will be processed in an expedited manner under the General Terms and Conditions of this Agreement. SWBT will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to pay liquidated damages in excess of the applicable threshold amount. If SWBT reports non-compliant performance to a CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SWBT has incurred no more than \$340,000 in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to the General Terms and Conditions of the M2A. In any such proceeding the CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires SWBT to pay damages in excess of the amount calculated under these enforcement terms.
- 7.3.2 SWBT will post on its Internet website the aggregate payments of any liquidated damages or assessments.
- 7.4 With respect to any interconnection agreement, SWBT and any CLEC may request two expedited dispute resolution proceedings pursuant to the two preceding paragraphs before the Commission or, if the parties agree, through commercial arbitration with the AAA; during the term of the contract without having to pay attorneys fees to the winning company. For the third proceeding and thereafter, the requesting party must pay attorneys fees, as determined by the Commission or AAA, if that party loses.
- 7.5 In the event the aggregate total of Tier 1 damages and Tier 2 assessments under all SWBT Missouri interconnection agreements reaches the annual cap within a given year and SWBT continues to deliver noncompliant performance during the same year to any CLEC or all CLECs, the Commission may recommend to the FCC that SWBT should cease offering in-region interLATA services to new customers.
- 8.0 Tier 1 Damages**
- Tier 1 liquidated damages apply to measures designated in Appendix 1 as High, Medium, or Low when SWBT delivers "noncompliant" performance as defined above.
- 8.1 Under the damages for Tier 1 measures, the number of measures that may be classified as "noncompliant" before a liquidated damage is applicable is limited to the K values shown below. The applicable K value is determined based upon the total number of measures with a sample size of 10 or greater that are required to be reported to a CLEC where a

673

sufficient number of observations exist in the month to permit parity conclusions regarding a compliant or noncompliant condition. For any performance measurement, each disaggregated category for which there are a minimum of 10 data points constitutes one "measure" for purposes of calculating K value. The designated K value and the critical Z-value seek to balance random variation, Type 1 and Type 2 errors. Type 1 error is the mistake of charging an ILEC with a violation when it may not be acting in a discriminatory manner (that is, providing noncompliant performance). Type 2 error is the mistake of not identifying a violation when the ILEC is providing discriminatory or noncompliant performance.

- 8.2 Liquidated damages in the amount specified in the table below apply to all "noncompliant" measures in excess of the applicable "K" number of exempt measures. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the designation of the measure as High, Medium, or Low in Appendix 1 and the number of consecutive months for which SWBT has reported noncompliance for the measure. For those measures listed on Appendix 2 as "Measurements Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month shall not exceed the amount listed in the table below for the "Per Measurement" category. For those measures listed in Appendix 2 as "Measurements Subject to Per Measure Damages or Assessment," liquidated damages will apply on a per measure basis, at the amounts set forth in the table below. The methodology for determining the order of exclusion, and the number of occurrences is addressed below in section 11.0, "Methods of Calculating the Liquidated Damages and Assessment Amounts."
- 8.3 The "K" exemption will not apply if SWBT has been non-compliant in the previous two consecutive months for the following performance measurements: PMs 1.1, 5, 13, 35, 55.1, 58, 59, 59.1, 65.1, 67, 69, 70, 73, 107 and 114. The "K" exemption will again apply when two consecutive months of compliant performance has been demonstrated.

674

LIQUIDATED DAMAGES TABLE FOR TIER 1 MEASURES

Per occurrence						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	\$150	\$250	\$500	\$600	\$700	\$800
Medium	\$75	\$150	\$300	\$400	\$500	\$600
Low	\$25	\$50	\$100	\$200	\$300	\$400

Per Measure / Cap*						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Medium	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
Low	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000

ASSESSMENT TABLE FOR TIER 2 MEASURES

Per occurrence

Measurement Group	
High	\$500
Medium	\$300
Low	\$200

Per Measure/Cap*

Measurement Group	
High	\$75,000
Medium	\$30,000
Low	\$20,000

* For per occurrence with cap measures, the occurrence value is taken from the per occurrence table, subject to the per measure with cap amount.

- 8.4 For measures reported on an aggregate Company-wide basis, any Tier I penalty will be assessed by reference to the relative weight of the individual CLEC activity in Missouri in proportion to such activity within SWBT's service area as a whole, subject to the associated cap. The following process will calculate this payment:

675

1. Determine the individual CLEC market (C^M) in the SWBT states. This is equal to the sum of the resold (R^M) and UNE access lines (U^M) in the five-state region.¹
2. The maximum assessment is then calculated for the given performance measure on the individual CLEC Market (P^M).
3. Determine the individual CLEC market in the each state (C^s).² The sum of each state's individual CLEC market will equal total individual CLEC market in the SWBT states. In other words, $C^{s1} + C^{s2} + C^{s3} + C^{s4} + C^{s5} = C^M$.
4. Determine the state specific proportion of the C^M .
5. Payments are then calculated for the given performance measure on each state's individual CLEC market (P^s).

The Tier I payment to be assessed in Missouri will be the lesser of the calculated state payment (P^s) or the measurement cap

8.5 Tier 1 Liquidated Damages for PM 107 - "Percentage Missed Collocation Due Dates" are based on the number of days missed and are as follows:

Missed by 1-10 Days	\$150 per day
Missed by 11-20 Days	\$300 per day
Missed by 21-30 Days	\$450 per day
Missed by 31-40 Days	\$500 per day
Missed by greater than 40 days	\$1000 per day

¹ The number of resale and UNE access lines (both UNE-loop and UNE-platform) are used to determine the CLEC Market share to be used for the calculation of state specific payments.

² This data will be equal to the number of loops or UNE equivalents from Performance Measures #37, 54, & 65.

9.0 Tier 2 Assessments to the State

- 9.1 Assessments payable to the Missouri State Treasury apply to the Tier 2 measures designated on Appendix 1 as High, Medium, or Low when SWBT performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the critical Z-value, the performance for the reporting category is out of parity or below standard.

Tier 2 measurements must have at least 10 observations per month to determine compliance.

- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in the Assessment Table in section 8.2 for each occurrence is payable to the Missouri State Treasury for each measure that exceeds the critical Z-value, shown in the table in section 9.3 below, for three consecutive months. For those measurements listed in Appendix 2 as measurements subject to per occurrence with a cap, an assessment as shown in the Assessment Table in section 8.2 above for each occurrence with the applicable cap is payable to the Missouri State Treasury for each measure that exceeds the critical Z-value, shown in the table below, for three consecutive months. For those Tier 2 measurements listed in Appendix 2 as subject to a per measurement assessment an assessment amount as shown in the Assessment Table in section 8.2 above is payable to the Missouri State Treasury for each measure that exceeds the critical Z-value, shown in the table below, for three consecutive months.
- 9.3 The following table will be used for determining the Critical Z-value for each measure, as well as the K values referred to below based on the total number of measures that are applicable to a CLEC in a particular month. The table can be extended to include CLECs with fewer performance measures. The Critical Z-value for Tier 2 will be calculated in the same manner as for Tier 1.³

Critical Z-Statistic Table

Number of Performance Measures	K Values	Critical Z - Value
1	0	1.65
2	0	1.96
3	0	2.12
4	0	2.23
5	0	2.32
6	0	2.39
7	0	2.44
8	1	1.69

³ This sentence is added to clarify the manner in which critical-Z value is calculated.

9	1	1.74
10-19	1	1.79
20-29	2	1.73
30-39	3	1.68
40-49	3	1.81
50-59	4	1.75
60-69	5	1.7
70-79	6	1.68
80-89	6	1.74
90-99	7	1.71
100-109	8	1.68
110-119	9	1.7
120-139	10	1.72
140-159	12	1.68
160-179	13	1.69
180-199	14	1.7
200-249	17	1.7
250-299	20	1.7
300-399	26	1.7
400-499	32	1.7
500-599	38	1.72
600-699	44	1.72
700-799	49	1.73
800-899	55	1.75
900-999	60	1.77
1000 and above	Calculated for Type 1 Error Probability of 5%	Calculated for Type 1 Error Probability of 5%

9.4 For measures reported on an aggregate Company-wide basis, any Tier 2 assessment will be calculated by reference to the relative weight of CLEC activity in Missouri in proportion to such activity within SWBT's service area as a whole, subject to the associated cap. The following process will be used to calculate this payment:

- 1) Determine the total CLEC market (C^M) in the SWBT states. This is equal to the sum of the resold (R^M) and UNE access lines (U^M) in the five-state region.⁴
- 2) The maximum assessment is then calculated for the given performance measure on the total CLEC Market (P^M).
- 3) Determine the CLEC market in the each state (C^S).⁵ The sum of each state's CLEC market will equal total CLEC market in the SWBT states. In other words,

⁴ The number of resale and UNE access lines (both UNE-loop and UNE-platform) are used to determine the CLEC Market share to be used for the calculation of state specific payments.

$$C^{s1} + C^{s2} + C^{s3} + C^{s4} + C^{s5} = C^M$$

- 4) Determine the state specific proportion of the C^M .
- 5) Payments are then calculated for the given performance measure on each state's CLEC market (P^s).
- 6) The Tier 2 payment to be assessed in Missouri will be the lesser of the calculated state payment (P^s) or the measurement cap.

10.0 General Assessments

- 10.1 If SWBT fails to submit performance reports by the 20th day of the month, the following assessments apply unless excused for good cause by the Commission:

If no reports are filed, \$5,000 per day past due;

If incomplete reports are filed, \$1,000 per day for each missing performance result.

- 10.2 If SWBT alters previously reported data to a CLEC, and after discussions with SWBT the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under section 7.0 titled "Exclusions Limited."
- 10.3 When SWBT performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State of Missouri under the terms set forth herein, SWBT shall make payment in the required amount on or before the 30th day following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SWBT performance through March is such that SWBT owes liquidated damages to CLECs for March performance, or assessments to the State of Missouri for January – March performance, then those payments will be due May 20, 30 days after the April 20 due date for reporting March data). For each day after the due date that SWBT fails to pay the required amount, SWBT will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$500 per day to the Missouri State Treasury for a past due assessment.
- 10.4 SWBT may not withhold payment of liquidated damages to a CLEC, for any amount up to \$1,000,000 a month, unless SWBT had commenced an expedited dispute resolution proceeding on or before the payment due date, asserting one of the three permitted grounds for excusing a damages payment below the procedural threshold (Force Majeure, CLEC fault, and non-SWBT problems associated with third-party systems or equipment). In order to invoke the procedural threshold provisions allowing for escrow of damages obligations in excess of \$1,000,000 to a single CLEC (or \$8.17 million to all CLECs),

⁵ The CLEC market in each state will be represented by (i.e., equal to) the number of loops or UNE equivalents from Performance Measures #37, 54, & 65.

SWBT must pay the threshold amount to the CLEC(s), pay the balance into escrow, and commence the show cause proceeding on or before the payment due date.

- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes individual CLEC data, aggregate CLEC data, and SWBT's data.
- 10.6 The cap provided in Section 7.3 does not apply to assessments under Section 10 of this Attachment.
- 10.7 SWBT agrees to provide the following whenever it reports two consecutive parity or benchmark violations on any Performance Measurement identified below, and for each succeeding consecutive violation of that Measurement.
- 10.8 In the event SWBT misses any Tier-2 measurement for two consecutive months, and for each succeeding violation of that measurement, SWBT shall conduct an investigation to identify the problem and take corrective action. In addition, SWBT shall post such findings and a description of corrective action on its web site.
- 10.9 In the event SWBT misses any Tier-1 measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SWBT shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of SWBT processes, to the extent appropriate.

11.0 Methods of Calculating the Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damages and assessments:

11.1 Tier 1 Liquidated Damages

11.1.1 Application of K Value Exclusions

Determine the number and type of measures with a sample size greater than 10 that are "noncompliant" for the individual CLEC for the month, applying the parity test and benchmark provisions provided for above. Sort all measures having non-compliant classification with a sample size greater than 10 in ascending order based on the number of data points or transactions used to develop the performance measurement result (e.g., service orders, collocation requests, installations, trouble reports). Exclude the first "K" measures designated Low on Appendix 1, starting with the measurement results having the fewest number of underlying data points greater than 10. If all Low measurement results with a non-compliant designation are excluded before "K" is exceeded, then the exclusion process proceeds with the Medium measurement results and thereafter the High measurement results. If all Low, Medium, and High measurements are excluded, then

680

those measurements with sample sizes less than 10 may be excluded until "K" measures are reached. In each category measurement results with non-compliant designation having the fewest underlying data point are then excluded until either all noncompliant measurement results are excluded or "K" measures are excluded, whichever occurs first. For the remaining non-compliant measures that are above the K number of measures, the liquidated damages per occurrence are calculated as described further below. (Application of the K value may be illustrated by an example, if the K value is 6, and there are 7 Low measures and 1 Medium and 1 High which exceed the critical Z-value, the 6 Low measures with the lowest number of service orders used to develop the performance measure are not used to calculate the liquidated damages, while the remaining 1 Low measure, 1 Medium measure, and 1 High measure which exceed the critical Z-value are used.) In applying the K value, the following qualifications apply to the general rule for excluding measures by progression from measures with lower transaction volumes to higher. A measure for which liquidated damages are calculated on a per measure basis will not be excluded in applying the K value unless the amount of liquidated damages payable for that measure is less than the amount of liquidated damages payable for each remaining measure. A measure for which liquidated damages are calculated on a per occurrence basis subject to a cap will be excluded in applying the K value whenever the cap is reached and the liquidated damages payable for the remaining noncompliant measures are greater than the amount of the cap.

11.1.2 Calculating Tier 1 Liquidated Damages

11.1.2.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to section 4.0 and the Business Rules.).

Step 2: Calculate the percentage difference the between the actual average and the calculated average.

$\%diff = (Clec_result - Calculated_Value) / Calculated_Value$. Assuming high values indicate poor performance. The percent difference will be capped at a maximum of 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that measure.

11.1.2.2 Measures for Which the Reporting Dimensions are Percentages, Ratios or Proportions.

- Step 1: Calculate the percentage for the measure for the CLEC that would yield the critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to section 4.0 and the Business Rules.).
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table in section 8.2 to determine the applicable liquidated damages for the given month for that measure.

12.1 Tier Two Liquidated Assessments

- 12.1.1 Determine the Tier 2 measurement results, such as High, Medium, or Low that are noncompliant for three consecutive months for all CLECs, or individual CLEC if the measure is not reported for all CLECs and which has at least 10 data points each month..

If the noncompliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SWBT reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

12.1.2 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the critical Z-value for the third consecutive month. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the Critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to section 4.0 and the Business Rules.).
- Step 2: Calculate the percentage difference between the actual average and the calculated average for each month. The calculation is as follows:

Parity Measurements:

$\%diff = (\text{actual average} - \text{calculated average}) / \text{calculated average}$. (high average indicates poor performance.). The percent difference will be capped at a maximum of 100%.

Benchmark measures:

$\%diff = (\text{actual average} - \text{benchmark} - \text{critical Z}) / \text{actual average}$.

- Step 3: Multiply the total number of data points each month by the percentage calculated in the previous step. Calculate the average for three months rounding to the next integer and multiply the result by \$500, \$300, and \$200 for Measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment payable to the Missouri State Treasury for that measure.

12.1.3 Measures for Which the Reporting Dimensions are Percentages, Ratios or Proportions

- Step 1: Calculate the monthly percentage for the measure for the aggregate CLEC that would yield the critical Z-value for each month. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to section 4.0 and the Business Rules.).
- Step 2: Calculate the difference between the actual percentage for the aggregate CLEC and the calculated percentage for each of the three non-compliant months. The calculation is as follows:

Parity Measurements:

$Diff = \text{CLEC result} - \text{calculated percentage}$. (This formula is applicable where a high value is indicative of poor performance. The formula is reversed where high performance is indicative of good performance.)

Benchmark Measurements:

$Diff = \text{CLEC result} - \text{benchmark} - \text{critical z value (if applicable)}$

- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months rounding to the next integer and multiply the result by \$500,

\$300, and \$200 for measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment for that measure.

13.0 Advanced and Nascent Services

13.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, SWBT will make additional voluntary payments to the Missouri State Treasury on those measurements listed in section 14.2 below ("Qualifying Measurements"). Such additional voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three month period with respect to the following order categories:

- UNE loop and port combinations,
- resold ISDN,
- ISDN UNE loop and port combinations,
- BRI loop with test access, and
- DSL loops.

13.2 The Qualifying Measurements are as follows:

Provisioning Measurements

- PMs 29, 45, 58 - Percent SWBT Caused Missed Due Dates
- PMs 35, 46, 59 - Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 - Mean Installation Interval
- PMs 32, 49, 62 - Average Delay Days for SWBT Caused Missed Due Dates
- PM 55.1 - Average Installation Interval – DSL
- PM 57 - Average Response Time for Loop Qualification Information

Maintenance Measurements

- PMs 38, 66 - % Missed Repair Commitments
- PMs 41, 53, 69 - % Repeat Reports
- PMs 39, 52, 67 - Mean Time to Restore
- PMs 37, 54, 65 - Trouble Report Rate

13.3 The additional voluntary payments referenced in section 14.1 will be made if SWBT fails to provide parity or benchmark service for the above measurements as determined by the use of the modified Z-test and a critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

13.4 The additional voluntary payments will be calculated on the rolling average of occurrences or measurements, as appropriate, where SWBT has failed to provide parity or

benchmark performance for 3 consecutive months. If SWBT fails to provide parity or benchmark performance in Missouri for 6 or more months in a calendar year, the voluntary payments will be calculated as if all such months were missed consecutively.

- 13.5 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no additional voluntary payments will be made to the Missouri State treasury. However, if during this same time frame there is an average of more than 10 but less than 100 observations for a qualifying measurement on a statewide basis, then SWBT shall calculate the additional payments to the Missouri State treasury by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then trebling that amount.
- 13.6 Any payments made hereunder shall be subject to the annual cap set forth in section 7.3.
- 14.0 Attached hereto, and incorporated herein by reference, are the following Appendices:
- Appendix 1: Performance Measures Subject to Tier 1 and Tier 2 Damages Identified as High, Medium, and Low
- Appendix 2: Measurements Subject to Per Occurrence Damages or Assessment With a Cap and Measurements Subject to Per Measure Damages or Assessment
- Appendix 3: Performance Measurement Business Rules (Version 1.7)

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

I. RESALE POTS, RESALE SPECIALS AND UNES

A. Pre-Ordering/Ordering

1. Average Response Time For OSS Pre-Order Interfaces.	-	-	-	-	-	-
1.1 Average Response Time for Manual Loop Make-up Information (Formerly PM 57)	✓	-	-	-	X	-
1.2 Accuracy of Actual Loop Make-up Information Provide for DSL Orders	✓	-	-	-	X	-
2. Percent Response received within "X" Seconds	✓	-	-	-	X	-
3. EASE Average Response Time - Eliminated 7/12/00						
4. OSS Interface Availability	-	-	-			X
4.1 Pre-Order Backend System Database Query Availability	-	-	-	-	-	-
5. % Firm Order Confirmations (FOCs) Received Within "X" Hours	✓	-	-		X	-
5.1 % Firm Order Confirmations (FOCs) for XDSL-capable loops & Line Sharing Returned Within "x" Hours	✓	-	-		X	-
5.2 Percent Firm Order Confirmations (FOCs) Returned within "x" days on ASR requests	-	-	-	-	-	-
6. Average Time To Return FOC	-	-	-	-	-	-
6.1 Average Time to Return DSL FOC's	-	-	-	-	-	-
7. Percent Mechanized Completions Returned Within 1 Hour - Eliminated 7/12/00						
7.1 Percent Mechanized Completions Notifications Available Within one Day of Work Completion	✓	-	-	-	-	-
8. Average Time to Return Mechanized Completions - Eliminated 7/12/00						
9. Percent Rejects	-	-	-	-	-	-
10. Percent Mechanized Rejects Returned Within 1 Hour of EDI/LASR	✓	-	-	-	-	-
10.1 Percent Manual Rejects Returned Within X Hours	✓	-	-	-	-	-
10.2 Percentage of Orders that receive SWB-caused Jeopardy Notifications	-	-	-	-	-	-
11. Mean Time to Return Mechanized Rejects	-	-	-	-	-	-
11.1 Mean Time to Return Rejects that are Received Electronically via LEX or EDI	-	-	-	-	-	-
11.2 Average SWB Caused Jeopardy Notification Interval	-	-	-	-	-	-
12. Mechanized Provisioning Accuracy	✓	-	-	X		-
12.1 Percent Provisioning Accuracy for non-flow through orders	-	-	✓	-	-	-
13. Order Process Percent Flow Through	✓	-	-			X

686

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
13.1 Overall Percent LSR Process Flow Through	-	-	-	-	-	-
B. Billing						
14. Billing Accuracy	-	-	-	-	-	-
15. Percent of Accurate And Complete Formatted Mechanized Bills	✓	-	-	-	-	X
16. Percent Of Billing Records Transmitted Correctly	✓	-	-	-	-	-
17. Billing Completeness	✓	-	-	-	X	-
17.1 Service Order Posting	-	-	-	-	-	-
18. Billing Timeliness (Wholesale Bill)	✓	-	-	-	-	X
19. Daily Usage Feed Timeliness	-	-	-	-	-	-
20. Unbillable Usage Eliminated 7/12/00						
C. Miscellaneous Administrative						
21. LSC Average Speed Of Answer - Eliminated 7/12/00						
22. LSC Grade Of Service (GOS)	-	-	-	-	-	X
23. Percent Busy in the Local Service Center	-	-	-	X	-	-
24. LOC Average Speed Of Answer - Eliminated 7/12/00						
25. LOC Grade Of Service (GOS)	-	-	-	-	-	X
26. Percent Busy in the LOC	-	-	-	X	-	-

II. RESALE POTS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY SWBT

A. Provisioning

27. Mean Installation Interval	-	-	✓	-	-	X
28. Percent Installations Completed Within "X" Business Days (POTS)	-	-	-	-	-	-
29. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
30. Percent Company Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
32. Average Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
33. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
34. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						
35. Percent Trouble Reports Within 10 Days (I-10) Of Installation	-	-	✓	-	-	X

687

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
35.1 Percent UNE-P Trouble Reports On The Completion Date	-	-	-	-	-	-
36. Percent No Access (Trouble Reports With no Access)	-	-	-	-	-	-
B. Maintenance						
37. Trouble Report Rate	-	-	-	-	-	-
37.1 Trouble Report Rate net of installation and repeat reports	-	-	✓	-	-	X
38. Percent Missed Repair Commitments	-	-	✓	-	-	X
39. Receipt To Clear Duration	-	-	✓	-	-	X
40. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
41. Percent Repeat Reports	-	-	✓	-	-	X
42. Percent No Access (% of Trouble reports with No Access) - Eliminated 7/12/00						

III. RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY SWBT

A. Provisioning

43. Average Installation Interval	-	-	✓	-	-	X
44. Percent Installations Completed Within "X" Business Days	-	-	-	-	-	-
45. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
46. Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
47. Percent Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
48. Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
49. Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
50. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
51. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						

B. Maintenance

52. Mean Time To Restore	-	-	✓	-	-	X
53. Percent Repeat Reports	-	-	✓	-	-	X
54. Failure Frequency	✓	-	-	-	-	-

IV. UNBUNDLED NETWORK ELEMENTS (UNES)

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
A. Provisioning						
55. Average Installation Interval	-	-	-	-	-	-
55.1 Average Installation Interval - DSL	-	-	✓	-	-	X
55.2 Average Installation Interval for Loop With LNP	-	-	-	-	-	-
55.3 Percent xDSL-capable loop orders requiring the removal of load coils and or repeaters	-	-	-	-	-	-
56. Percent Installations Completed Within "X" Business Days	-	-	-	-	-	-
56.1 Percent installations completed within the customer requested due date for LNP with loop	-	-	✓	-	-	X
57. Moved to PM 1.1						
58. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
59. Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
60. Percent Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
61. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
62. Average Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
63. Percent SWBT Caused Missed Due Dates greater than 30 days	-	-	-	-	-	-
64. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						
B. Maintenance						
65. Trouble Report Rate	-	-	-	-	-	-
65.1 Trouble Report Rate net of installation and repeat reports	-	-	✓	-	-	X

689

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
66. Percent Missed Repair Commitments	-	-	✓	-	-	X
67. Mean Time To Restore	-	-	✓	-	-	X
68. Percent Out Of Service (OOS) < "X" Hours - Eliminated 7/12/00						
69. Percent Repeat Reports	-	-	✓	-	-	X

V. INTERCONNECTION TRUNKS

70. Percent Trunk Blockage	-	-	✓	-	-	X
70.1 Trunk Blockage Exclusions	-	-	-	-	-	-
71. Common Transport Trunk Blockage	-	-	-	-	-	X
72. Distribution Of Common Transport Trunk Groups Exceeding 2%	-	-	-	-	-	-
73. Percentage of installations completed within the customer desired due date	-	-	✓	-	-	X
73.1 Percentage Held Interconnection Trunks	-	✓	-	X	-	-
74. Average Delay Days For Missed Due Dates - Interconnection Trunks	✓	-	-	-	-	-
75. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
76. Average Trunk Restoration Interval	✓	-	-	-	-	-
77. Average Trunk Restoration Interval for Service Affecting Trunk Groups	-	-	✓	-	-	X
78. Average Interconnection Trunk Installation Interval - Eliminated 7/12/00						

VI. DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)

79. Directory Assistance Grade Of Service - Eliminated 7/12/00						
80. Directory Assistance Average Speed Of Answer	-	-	-	X	-	-
81. Operator Services Grade Of Service - Eliminated 7/12/00						
82. Operator Services Average Speed Of Answer	-	-	-	X	-	-
83. Percent Calls Abandoned - Eliminated 7/12/00						
84. Percent Calls Deflected - Eliminated 7/12/00						
85. Average Work Time - Eliminated 7/12/00						
86. Non-Call Busy Work Volumes - Eliminated 7/12/00						

VII. INTERIM NUMBER PORTABILITY (INP)

690

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
87. % Installation Completed Within "x" (3, 7, 10) Business Days - Eliminated 7/12/00						
88. Average INP Installation Interval - Eliminated 7/12/00						
89. Percent INP I-Reports Within 30 Days - Eliminated 7/12/00						
90. Percent Missed Due Dates - Eliminated 7/12/00						

VIII LOCAL NUMBER PORTABILITY (LNP)

91. Percent LNP Due Dates within Industry Guide Lines	-	-	-	-	-	-
92. Percent of time the old service Provider Releases Subscription prior to the expiration of the second 9 hour timer	-	-	-	-	-	-
93. Percent of customer account restructured prior to LNP Due Dates	✓	-	-	-	-	-
94. Percent FOCs received within "X": hours - Eliminated 7/12/00						
95. Average Response time for Non-mechanized Rejects returned with complete and accurate codes - Eliminated 7/12/00						
96. Percent premature Disconnects for Stand Alone LNP Orders	-	-	✓	-	-	X
97. Percent of Time SWBT applies the 10-digit trigger prior to the LNP Order Due date.	-	-	✓	-	-	X

169

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
98. Percent LNP I-Reports in 10 days	-	-	✓	-	-	X
99. Average Delay Days for SWBT Missed Due Dates.	-	✓	-	-	X	-
100. Average Time of out of service for LNP conversions	-	-	-	-	-	-
101. Percent Out of Service < 60 Minutes	-	-	✓	-	-	X

VIII. 911

102. Average Time To Clear Errors	✓	-	-	-	-	-
103. % accuracy for 911 database updates	✓	-	-	-	-	-
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓	-	-	-	-	-
104.1 The Average Time it takes to unlock the 911 record	-	-	-	-	-	-

IX. POLES, CONDUIT AND RIGHTS OF WAY

105. % of requests processed within 35 days	✓	-	-	-	-	-
106. Average Days Required to Process a Request	-	-	-	-	-	-

X. COLLOCATION

107. % Missed Collocation Due Dates	-	-	✓	-	-	X
108. Average Delay Days For SWBT Missed Due Dates	✓	-	-	-	-	-
109. % of requests processed within <u>the tariffed timelines</u>	✓	-	-	-	-	-

XI. DIRECTORY ASSISTANCE DATABASE

110. % of updates completed into the DA Database within 72 Hours for facility based CLECs	✓	-	-	-	-	-
111. Average Update Interval for DA database for facility based CLECs	✓	-	-	-	-	-
112. % DA Database Accuracy For Manual Updates	✓	-	-	-	-	-
113. % of electronic updates that flow through the DSR process without manual intervention	✓	-	-	-	-	-

269

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

XII. COORDINATED CONVERSIONS

114. % Pre-mature disconnects (Coordinated Cutovers)	-	-	✓	-	-	X
114.1 CHC/FDT LNP with Loop Provisioning Interval	-	-	-	-	-	-
115. % SWBT caused delayed Coordinated Cutovers	-	-	-	-	-	-
115.1 Mean Time To Restore - Provisioning Trouble Report (PTR)	-	-	-	-	-	-
116. % Missed mechanized INP conversions - Eliminated 7/12/00						

XIII. NXX

117. % NXXs loaded and tested prior to the LERG effective date	-	-	✓	-	-	X
118. Average Delay Days for NXX loading and testing	✓	-	-	-	-	-
119. Mean Time to Repair - Eliminated 7/12/00						

XIV. BONA FIDE REQUEST PROCESS (BFRs)

120. % of requests processed within 45 business days	-	-	-	-	-	-
121. % Quotes Provided for Authorized BFRs within 30 business days	-	-	✓	-	-	X
122. Eliminated 7/12/00						
123. Percent of timely and compliant change management notices	-	-	-	-	-	-
124. Timely resolution of significant software failures related with releases	-	-	✓	-	-	X
Total	29	6	33	6	7	39

693

APPENDIX 2**MEASUREMENTS SUBJECT TO PER OCCURRENCE DAMAGES
OR ASSESSMENT WITH A CAP****Measurements That Are Subject To Per Occurrence
Damages Or Assessment With A Cap**

- 1 Average Responses time for OSS Preorder Interfaces (1) (Tier-1 – None, Tier-2 –None)
- 2 Percent Response received within "X" Seconds (2) (Tier-1 - Low, Tier-2 - Med.)
- 3 % Firm Order Confirmations (FOCs) Received Within "X" Hours (5)
(Tier-1 - Low, Tier-2 – Med.)
- 4 Order Process Percent Flow Through (13) (Tier-1 - Low, Tier-2 - High)
- 5 Percent Mechanized Completions Returned Within 1 Hour (7)(Eliminated
7/12/00)
- 6 Mechanized Provisioning Accuracy (12) (Tier-1 - Low, Tier-2 - Low)
- 7 Percent of Accurate And Complete Formatted Mechanized Bills (15)
(Tier-1 - Low, Tier-2 – High)
- 8 Percent Of Billing Records Transmitted Correctly (16) (Tier-1 – Low,)
- 9 Billing Completeness (17) (Tier-1 – Low, Tier-2 - Med.)
- 10 Billing Timeliness (Wholesale Bill) (18) (Tier-1 - Low, Tier-2 – High)
- 11 Percent Trunk Blockage (70) (Tier-1 – High, Tier-2 - High)
- 12 Directory Assistance Average Speed Of Answer (80) (Tier-1 – None, Tier-2 – Low)
- 13 Operator Services Average Speed Of Answer (82) (Tier-1 – None, Tier-2 – Low)

**Measurements That Are Subject To Per Measure
Damages Or Assessment**

- 1 % NXXs loaded and tested prior to the LERG effective date (117) (Tier-1 - High, Tier-2
- High)
- 2 Average Delay Days for NXX Loading and Testing (118) (Tier 1 – High)
- 3 % Quotes Provided for Authorized BFRs within 30 business days (121) (Tier-1 - High,
Tier-2 - High)
- 4 LSC Grade Of Service (GOS) (22)) (Tier-2 – High)
- 5 Percent Busy in the Local Service Center (23) (Tier-2 - Low)
- 6 LOC Grade Of Service (GOS) (25) (Tier-2 – High)
- 7 Percent Busy in the LOC (26) (Assessment Only) (Tier-2 - Low)
- 8 Common Transport Trunk Blockage (71) (Tier-2 - High)
- 9 OSS Interface Availability (4) (Tier-2 – High)

TABLE OF CONTENTS PERFORMANCE MEASURES

I.	RESALE POTS, RESALE SPECIALS AND UNES	1
A.	Pre-Ordering/Ordering	1
	Performance Measurement Numbers:	
1	Average Response Time For OSS Pre-Order Interfaces	
1.1	Average Response Time for Manual Loop Make-Up Information	
1.2	Accuracy of Actual Loop Makeup Information Provided for DSL Orders	
2	Percent Responses Received within "X" seconds – OSS Interfaces	
3	Eliminated with the 6 month review - effective 7/12/00	
4	OSS Interface Availability	
4.1	Pre-Order Backend System Database Query Availability	
5	Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests	
5.1	Percent Firm Order Confirmations (FOCs) for XDSL-capable loops & Line Sharing Returned Within "X" Hours	
5.2	Percent Firm Order Confirmations (FOCs) Returned within X days on ASR requests	
6	Average Time to Return FOC	
6.1	Average Time to Return DSL FOC's	
7	Eliminated with the 6 month review - effective 7/12/00	
7.1	Percent Mechanized Completions Notifications Available Within one Day of Work Completion	
8	Eliminated with the 6 month review - effective 7/12/00	
9	Percent Rejects	
10	Percent Mechanized Rejects Returned Within one hour of receipt of LSR	
10.1	Percent Manual Rejects Received Electronically and Returned Within X Hours	
10.2	Percentage of Orders that receive SWB-caused Jeopardy Notifications	
11	Mean Time to Return Mechanized Rejects	
11.1	Mean Time to Return Manual Rejects that are Received Electronically via LEX or EDI	
11.2	Average SWB-caused Jeopardy Notification Interval	
12	Mechanized USOC Provisioning Accuracy	
12.1	Percent Provisioning Accuracy for non-flow through orders	
13	Order Process Percent Flow Through	
13.1	Overall Percent LSR Process Flow Through	

B. Billing

Performance Measurement Numbers:

- 14 Billing Accuracy
- 15 Percent of Accurate and Complete Formatted Mechanized
Electronic Bills via EDI or BDT
- 16 Percent of Accurate Usage Records transmitted (of those records that are
are subject to active CLEC review) via the "Extract Return File" process.....
- 17 Billing Completeness
- 17.1 Service Order Posting
- 18 Mechanized Electronic Billing Timeliness EDI and BDT
(Wholesale Bill)
- 19 Daily Usage Feed Timeliness.....
- 20 Eliminated with the 6 month review - effective 7/12/00

C. Miscellaneous Administrative

Performance Measurement Numbers:

- 21 Eliminated with the 6 month review - effective 7/12/00
- 22 Local Service Center (LSC) Grade of Service (GOS)
- 23 Percent Busy in the Local Service Center (LSC)
- 24 Eliminated with the 6 month review - effective 7/12/00
- 25 Local Operations Center (LOC) Grade of Service (GOS)
- 26 Percent Busy in the Local Operations Center (LOC)

**II. RESALE POTS AND UNE LOOP AND PORT COMBINATIONS
COMBINED BY SWBT**

A. Provisioning

Performance Measurement Numbers:

- 27 Mean Installation Interval
- 28 Percent POTS/UNE-P Installations Completed Within the customer
requested due date.....
- 29 Percent SWBT Caused Missed Due Dates
- 30 Percent Company Missed Due Dates Due To Lack Of Facilities
- 31 Average Delay Days For Missed Due Dates Due To Lack Of Facilities
- 32 Average Delay Days For SWBT Caused Missed Due Dates
- 33 Eliminated with the 6 month review - effective 7/12/00
- 34 Eliminated with the 6 month review - effective 7/12/00
- 35 Percent POTS/UNE-P Trouble Report Within 10 Days
(1-10) of Installation
- 35.1 Percent UNE-P Trouble Reports On the Completion Date.....
- 36 Percent No Access (Service Orders With No Access).....

B. Maintenance

Performance Measurement Numbers:

- 37 Trouble Report Rate.....
- 37.1 Trouble Report Rate net of installation and repeat reports
- 38 Percent Missed Repair Commitments.....
- 39 Mean time to restore

40	Percent Out Of Service (OOS) <24 Hours.....
41	Percent Repeat Reports.....
42	Eliminated with the 6 month review - effective 7/12/00

III. RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY SWBT (EXCLUDES "ACCESS" ORDERS).....

A. Provisioning.....
Performance Measurement Numbers:
43 Average Installation Interval.....
44 Percent (Specials) Installations Completed Within the Customer Requested Due Date.....
45 Percent SWBT Caused Missed Due Dates
46 Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) of Installation
47 Percent Missed Due Dates Due To Lack Of Facilities
48 Delay Days for Missed Due Dates Due to Lack Of Facilities.....
49 Delay Days For SWBT Caused Missed Due Dates
50 Eliminated with the 6 month review - effective 7/12/00
51 Eliminated with the 6 month review - effective 7/12/00
B. Maintenance
Performance Measurement Numbers:
52 Mean Time to Restore.....
53 Percent Repeat Reports
54 Trouble Report Rate.....

IV. UNBUNDLED NETWORK ELEMENTS (UNES)

A. Provisioning.....
Performance Measurement Numbers:
55 Average Installation Interval.....
55.1 Average Installation Interval – DSL
55.2 Average Installation Interval for Loop With LNP
55.3 Percent xDSL-capable loop orders requiring the removal of load coils and or repeaters
56 Percent (UNEs) Installations Completed Within the Customers Requested Due Date.....
56.1 Percent Installations Completed within the Customer Requested due Date for LNP with Loop.....
57 Moved to PM 1.1
58 Percent SWBT Caused Missed Due Dates
59 Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) of Installation
60 Percent Missed Due Dates Due To Lack Of Facilities
61 Average Delay Days For Missed Due Dates Due to Lack Of Facilities
62 Average Delay Days For SWBT Caused Missed Due Dates.....
63 Percent SWBT Caused Missed Due Dates >30 Days

697

64 Eliminated with the 6 month review - effective 7/12/00

B. Maintenance

Performance Measurement Numbers:

65 Trouble Report Rate.....

65.1 Trouble Report Rate net of installation and repeat reports

66 Percent Missed Repair Commitments.....

67 Mean Time To Restore

68 Eliminated with the 6 month review - effective 7/12/00

69 Percent Repeat Reports

V. INTERCONNECTION TRUNKS.....

Performance Measurement Numbers:

70 Percentage of Trunk Blockage

70.1 Trunk Blockage Exclusions

71 Common Transport Trunk Blockage

72 Distribution Of Common Transport Trunk Groups > 2%/1%.....

73 Percentage of Installations Completed Within the Customer
Requested Due Date.....

73.1 Percentage Held Interconnection Trunks

74 Average Delay Days For Missed Due Dates – Interconnection Trunks.....

75 Eliminated with the 6 month review - effective 7/12/00

76 Average Trunk Restoration Interval – Interconnection Trunks

77 Average Trunk Restoration Interval for Service Affecting
Trunk Groups

78 Eliminated with the 6 month review - effective 7/12/00

VI. DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)

Performance Measurement Numbers:

79 Eliminated with the 6 month review - effective 7/12/00

80 Directory Assistance Average Speed Of Answer

81 Eliminated with the 6 month review - effective 7/12/00

82 Operator Services Speed Of Answer

83 Eliminated with 6 month review - effective 7/12/00

84 Eliminated with 6 month review - effective 7/12/00

85 Eliminated with 6 month review - effective 7/12/00

86 Eliminated with 6 month review - effective 7/12/00

VII. INTERIM NUMBER PORTABILITY (INP)

Performance Measurement Numbers:

87 Eliminated with 6 month review - effective 7/12/00

88 Eliminated with 6 month review - effective 7/12/00

89 Eliminated with 6 month review - effective 7/12/00

90 Eliminated with 6 month review - effective 7/12/00

VIII. LOCAL NUMBER PORTABILITY (LNP).....

Performance Measurement Numbers:

- 91 Percentage of LNP Only Due Dates Within Industry Guidelines
- 92 Percentage of Time the Old Service Provider Releases the
Subscription Prior to the Expiration of the Second 9 Hour (T2) Timer
- 93 Percentage of Customer Account Restructured Prior to LNP Due Date.....
- 94 Eliminated with 6 month review - effective 7/12/00
- 95 Eliminated with 6 month review - effective 7/12/00
- 96 Percentage Pre-mature Disconnects for Stand alone LNP Orders
- 97 Percentage of Time SWBT Applies the 10-digit Trigger Prior to
the LNP Order Due Date.....
- 98 Percentage Stand Alone LNP I-Reports in 10 Days.....
- 99 Average Delay Days for SWBT Missed Due Dates for Stand
Alone LNP Orders
- 100 Average Time of Out of Service for LNP Conversions
- 101 Percent Out of Service < 60 minutes

IX. 911

Performance Measurement Numbers:

- 102 Average Time To Clear Errors.....
- 103 Percent Accuracy for 911 Database Updates
(Facility Based Providers).....
- 104 Average Time Required to Update 911 Database
(Facility Based Providers).....
- 104.1 The average time it takes to unlock the 911 record

X. POLES, CONDUIT AND RIGHTS OF WAY

Performance Measurement Numbers:

- 105 Percent of requests processed within 35 Days
- 106 Average Days Required to Process a Request

XI. COLLOCATION

Performance Measurement Numbers:

- 107 Percentage Missed Collocation Due Dates
- 108 Average Delay Days for SWBT Missed Due Dates.....
- 109 Percent of Requests Processed Within the Tariffed Timelines.....

XII. DIRECTORY ASSISTANCE DATABASE

Performance Measurement Numbers:

- 110 Percentage of Updates Completed into the DA Database
Within 72 Hours for Facility Based CLECs
- 111 Average Update Interval for DA Database for Facility Based CLECs
- 112 Percentage DA Database Accuracy For Manual Updates
- 113 Percentage of Electronic Updates that Flow Through the DSR