

ATTACHMENT 13: ANCILLARY FUNCTIONS

1.0 Introduction

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

2.0 Collocation

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

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

- 3.1 The provisions concerning AT&T's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by SBC MISSOURI are set forth in Appendix Poles, Conduits, and Rights-Of-Way, attached hereto.

4.0 Reservation of Rights/Intervening Law

- 4.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 13: APPENDIX PHYSICAL COLLOCATION

1.0 INTRODUCTION

SBC MISSOURI will provide physical collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

This Appendix provides for the placing of Collocator telecommunications equipment and facilities on SBC MISSOURI property for the purposes set forth in Section 1.3, following.

1.2 Scope

Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within SBC MISSOURI Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from SBC MISSOURI and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3, following. SBC MISSOURI will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, SBC MISSOURI will permit collocation in Adjacent Structures located on SBC MISSOURI's property in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose.

1.3 Purpose

Physical collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. § 251(c)(2) of FTA96 and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to SBC MISSOURI's unbundled network elements pursuant to 47 U.S.C. § 251(c)(3) of FTA96 and applicable effective FCC regulations and judicial rulings. The terms "telephone exchange service", "exchange access" and "network element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C.-§ 153(16), and 47 U.S.C. § 153(29) of FTA96, respectively.

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AT&T may also order from a tariff a product or service that is available in its Agreement, provided that prior to ordering such product or service, AT&T amends its Agreement to remove the rates, terms and conditions associated with the product or service it is ordering from the tariff and add a pointer stating that such product will be ordered from the tariff. Similarly, This Section does not impair SBC MISSOURI's right to file tariffs nor does it impair SBC MISSOURI's right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that SBC MISSOURI provides or hereafter provides to AT&T

under this Agreement pursuant to the provision of Attachment 1: Resale, nor does it impair AT&T's right to contest such tariffs before the appropriate Commission, subject to any defenses or arguments SBC MISSOURI might make in response to AT&T's contesting of such tariffs.

2.0 DEFINITIONS

- 2.1 Active Collocation Space – Denotes the space within an Eligible Structure that can be designated for physical collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Active Collocation Space.
- 2.2 Adjacent Off-site Arrangement – Where Physical Collocation space within SBC MISSOURI Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SBC MISSOURI shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC MISSOURI's Central Office or Eligible Structure.
 - 2.2.1 Such arrangement shall be used for interconnection or access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SBC MISSOURI's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of SBC MISSOURI's Central Office or Eligible Structure.
 - 2.2.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SBC MISSOURI shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SBC MISSOURI's facilities. SBC MISSOURI shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
 - 2.2.3 In the event that interior space in an Eligible Structure becomes available, SBC MISSOURI will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event

the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

- 2.3 Adjacent Structure - A Collocator-provided structure placed on SBC MISSOURI property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. SBC MISSOURI and telecommunications carrier will mutually agree on the location of the designated space on SBC MISSOURI premises where the adjacent structure will be placed. SBC MISSOURI will not unreasonably withhold agreement as to the site desired by Collocator.
- 2.4 Augment - A request from a Collocator to add, modify or reduce equipment and/or cable to an existing physical collocation arrangement.
- 2.5 Custom Work Charge – Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by SBC MISSOURI or other collocators. SBC MISSOURI also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and SBC MISSOURI is not reached regarding the Custom Work Charge, SBC MISSOURI shall complete construction of the Collocator's space pending resolution of the issue by the the appropriate state commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SBC MISSOURI shall accrue interest at the rate established by the appropriate state commission. All Custom Work Charges that are approved by the the appropriate state commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SBC MISSOURI that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, SBC MISSOURI shall file the appropriate interconnection agreement amendment. However, SBC MISSOURI shall not delay completion of such work during the agreement approval process. SBC MISSOURI shall perform such work based upon provisional rates, subject to true up.
- 2.6 Day – For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.7 Dedicated Space - Denotes the space dedicated for the Collocator's physical collocation arrangement located in SBC MISSOURI Eligible Structure.
- 2.8 Eligible Structure - Eligible Structure refers to SBC MISSOURI's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by SBC

MISSOURI that house its network facilities, and all structures that house SBC MISSOURI's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures. FCC Rule 47 CFR 51.5 definition of Premises includes structures owned, leased, or otherwise controlled by the ILEC.

- 2.9 Infrastructure Systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.10 Legitimately Exhausted – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before SBC MISSOURI may make a determination that space in an Eligible Structure is legitimately exhausted, SBC MISSOURI must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC MISSOURI's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2 of this Appendix. In making this determination, SBC MISSOURI may reserve space for transport equipment for current year plus two years. Additionally, SBC MISSOURI may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC MISSOURI or for future use by SBC MISSOURI or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SBC MISSOURI may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.
- 2.11 Other (Inactive) Collocation Space - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Appendix.
- 2.12 Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.13 Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.14 Telecommunications Infrastructure Space – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure

equipment necessary to support collocation space used for interconnection with or access to unbundled network elements of SBC MISSOURI's network.

3.0 LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS

3.1 Limitation of Liability

- 3.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either SBC MISSOURI or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 3.1.2 Neither SBC MISSOURI nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 3.1.3 Both SBC MISSOURI and the Collocator shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other ones' services or equipment except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning party's applicable agreements and/or tariffs.
- 3.1.4 The liability of either SBC MISSOURI or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

3.2 Third Parties

- 3.2.1 SBC MISSOURI also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
- 3.2.2 In addition to any other applicable limitation, neither SBC MISSOURI nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving willful actions by either SBC MISSOURI or the Collocator or its agents or employees.

3.3 Force Majeure Events

3.3.1 SBC MISSOURI shall not be responsible for delays or failures in performance under this Appendix resulting from acts or occurrences beyond the reasonable control of SBC MISSOURI including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbance or the inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.

4.0 **RESPONSIBILITIES OF SBC MISSOURI**

4.1 Right to Use; Multiple Dedicated Spaces

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

4.2 Contact Numbers

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

4.3 Trouble Status Reports

4.3.1 SBC MISSOURI is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator's network, switches or services, with an estimated clearing time for restoral. In addition, SBC MISSOURI will provide written notification within twenty-four (24) hours. When trouble has been identified, SBC MISSOURI is responsible for providing trouble status reports, consistent with Section 5.3, when requested by the Collocator.

4.4 Service Coordination

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

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

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

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

4.5.2 Damage to Eligible Structure

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

4.6 Construction Notification

4.6.1 SBC MISSOURI will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. SBC MISSOURI will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. SBC MISSOURI will inform the Collocator as

soon as practicable by telephone of all emergency-related activities that SBC MISSOURI or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

4.7 Construction Inspections

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

5.0 OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

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

5.2 Contact Numbers

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

5.3 Trouble Report

- 5.3.1 The Collocator is responsible for making best efforts to provide prompt verbal notification to SBC MISSOURI of significant outages or operations problems which could impact or degrade SBC MISSOURI's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator

is responsible for providing trouble status reports, consistent with Section 4.3, when requested by SBC MISSOURI.

5.4 Removal

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

5.5 Hazardous Waste and Materials

5.5.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all SBC MISSOURI requirements. The Installation Supplier shall coordinate with the SBC MISSOURI representative before any activity relating to hazardous material/waste is started. (Refer to Interconnector's Guide for Collocation for further details.)

5.6 Safety

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

5.7 Collocator's Equipment and Facilities

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

- 5.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 8.1;
- 5.7.1.2 its equipment;
- 5.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
- 5.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and
- 5.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.
- 5.7.2 SBC MISSOURI neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.
- 5.8 Insurance
 - 5.8.1 Coverage Requirements
 - 5.8.1.1 The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:
 - 5.8.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of Missouri and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
 - 5.8.1.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SBC MISSOURI will be named as an Additional Insured on the Commercial General Liability policy.

- 5.8.1.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 5.8.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases SBC MISSOURI from and waives any and all right of recovery, claim, action or cause of action against SBC MISSOURI, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SBC MISSOURI, its agents, directors, officers, employees, independent contractors, and other representatives.
- 5.8.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC MISSOURI, and any rights of Collocator against SBC MISSOURI for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC MISSOURI has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.
- 5.8.1.1.6 SBC MISSOURI requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SBC MISSOURI as well. If a certificate is not received, SBC MISSOURI will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the

deficiency within five (5) business days, Collocator hereby authorizes SBC MISSOURI, and SBC MISSOURI may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC MISSOURI will invoice Collocator for the costs incurred to so acquire insurance.

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

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

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

5.8.2 Self-Insured

5.8.2.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 5.8.2, Coverage Requirements, shall immediately apply.

6.0 ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

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

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

- 6.1.1.1.1 SBC MISSOURI will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation, and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a SBC MISSOURI premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Section 20 following.
- 6.1.1.1.2 When Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charges as set forth in Section 20 following.
- 6.1.1.1.3 The Collocator must comply with all methods, procedures and guidelines followed by SBC MISSOURI in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 following will apply. If the Collocator elects to install or requests that SBC MISSOURI provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Section 20 following applies.
- 6.1.1.2 Caged Shared Collocation - SBC MISSOURI will provide Caged Shared Collocation as set forth in Section 7, "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a caged collocation space as set forth in Section 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.
- 6.1.1.3 Caged Common Collocation – SBC MISSOURI will provide Caged Common Collocation as set forth in Section 6.1.1.
- 6.1.1.4 Cageless Collocation - SBC MISSOURI will provide cageless collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2. Under this arrangement, SBC MISSOURI will provide space in single bay increments, including available space

adjacent to or next to SBC MISSOURI's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. SBC MISSOURI will not require Collocator to use an intermediate interconnection arrangement such as a POT frame. SBC MISSOURI may take reasonable steps to protect its own equipment as provided in Section 6.1.3. Accordingly, SBC MISSOURI will not provide Collocator's personnel or agents with direct access to SBC MISSOURI's main distribution frame.

6.1.1.5 Adjacent Space Collocation – Where Physical Collocation space within SBC MISSOURI Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, SBC MISSOURI will permit Collocator to physically collocate on SBC MISSOURI's property in adjacent controlled environmental vaults or similar structures that SBC MISSOURI uses to house telecommunication equipment, to the extent technically feasible. SBC MISSOURI and telecommunications carrier will mutually agree on the location of the designated space on SBC MISSOURI premises where the adjacent structure will be placed. SBC MISSOURI will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. SBC MISSOURI will offer the following increments of power to the Adjacent On-site structure: SBC MISSOURI will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SBC MISSOURI will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. SBC MISSOURI will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this Appendix. SBC MISSOURI shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either SBC MISSOURI or the Collocator. Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the adjacent structure and any building and site maintenance associated with the placement of such adjacent structure.

6.1.1.5.1 Where Physical Collocation space within SBC MISSOURI Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option

and SBC MISSOURI shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

- 6.1.1.5.2 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of the SBC MISSOURI Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SBC MISSOURI's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.
- 6.1.1.5.3 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SBC MISSOURI shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SBC MISSOURI's facilities. SBC MISSOURI shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 6.1.1.5.4 In the event that interior space in an Eligible Structure becomes available, SBC MISSOURI will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 6.1.1.6 SBC MISSOURI will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in SBC MISSOURI's Eligible Structures that such an arrangement is technically feasible.

6.1.2 Space Determination

6.1.2.1 As provided in Section 6.2 of this Appendix, SBC MISSOURI shall notify the Collocator in writing as to whether its request for physical collocation has been granted or denied within ten (10) calendar days of submission of the completed application.

6.1.3 Security

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

6.1.3.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of SBC MISSOURI security standards.

6.1.3.1.1.1 Collocator personnel and technicians will undergo the same level of security training or its equivalent that SBC MISSOURI's own employees and authorized contractors must undergo. SBC MISSOURI will not, however, require Collocator to receive security training from SBC MISSOURI, but will provide information to Collocator on the specific type of training required.

6.1.3.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in SBC MISSOURI's Technical Publications.

6.1.3.1.2 Collocator and SBC MISSOURI will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of SBC MISSOURI for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or SBC MISSOURI in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or SBC MISSOURI in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SBC MISSOURI property:

6.1.3.1.2.1 Theft or destruction of SBC MISSOURI's or Collocator's property;

6.1.3.1.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC MISSOURI property;

6.1.3.1.2.3 Threats or violent acts against other persons on SBC MISSOURI property;

6.1.3.1.2.4 Knowing violations of any local, state or federal law on SBC MISSOURI property;

6.1.3.1.2.5 Permitting unauthorized persons access to SBC MISSOURI or Collocator's equipment on SBC MISSOURI property; and

6.1.3.1.2.6 Carrying a weapon on SBC MISSOURI property.

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

6.1.3.1.3 Collocator will provide indemnification as set forth in Section 12 of this Appendix and insurance as set forth in Section 5.8 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC MISSOURI-authorized contractors with equivalent access. The indemnification

provisions and requirements are reciprocal to SBC MISSOURI as well.

- 6.1.3.1.4 SBC MISSOURI may use reasonable security measures to protect its equipment. In the event SBC MISSOURI elects to erect an interior security partition in a given Eligible Structure to separate its equipment, SBC MISSOURI may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC MISSOURI's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.
 - 6.1.3.1.4.1 SBC MISSOURI's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to SBC MISSOURI's equipment. SBC MISSOURI's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within SBC MISSOURI's space. To the extent that SBC MISSOURI is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at SBC MISSOURI's expense.
 - 6.1.3.1.4.2 SBC MISSOURI's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.
 - 6.1.3.1.4.3 SBC MISSOURI's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around SBC MISSOURI's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.3.1.4.4 If SBC MISSOURI chooses to enclose its own equipment, SBC MISSOURI will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures.

6.1.3.1.4.5 SBC MISSOURI has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If SBC MISSOURI cannot prove that other reasonable security methods cost more than an interior security partition around SBC MISSOURI's equipment, SBC MISSOURI cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

6.1.3.1.4.6 If SBC MISSOURI elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around SBC MISSOURI's equipment at the time the price quote is given.

6.1.3.1.5 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SBC MISSOURI will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. SBC MISSOURI will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to collocator's collocation space during construction.

6.1.4 Interval

6.1.4.1 SBC MISSOURI will provide physical collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed physical collocation application form found in SBC MISSOURI's Interconnector's Collocation Services Handbook for Physical Collocation in SBC 13-STATE and will pay an initial Planning Fee.

6.1.4.1.1 A Collocator wishing SBC MISSOURI to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared,

cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for SBC MISSOURI to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, SBC MISSOURI would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes SBC MISSOURI to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if SBC MISSOURI is unable to provide the Collocator's requested collocation method due to space constraints and the Collocator determines that it wishes SBC MISSOURI to consider an alternative method of collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of the Collocator's application and initial planning fee payment, SBC MISSOURI will begin development of the quotation. SBC MISSOURI will advise the Collocator of any known deficiencies in its collocation application within 10 calendar days (unless multiple applications are received; Section 6.1.4 will apply where multiple applications are received). SBC MISSOURI will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within 10 calendar days after being advised of the deficiencies.

6.1.4.2 In responding to an application request, if space is available, SBC MISSOURI shall advise the Collocator that its request for physical collocation is granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. SBC MISSOURI will not select for Collocator the type of physical collocation to be ordered.

6.1.4.2.1 The Collocator has sixty-five (65) calendar days. After sixty-five (65) calendar days, a new application and Planning Fee are required. The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges.

6.1.4.3 SBC MISSOURI will provide a reduced interval for Collocator with existing physical collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to SBC MISSOURI's Collocation Service Center (CSC) a

complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from Section 20 of this Appendix and 50% of nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

- 6.1.4.3.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) SBC MISSOURI will perform a cage expansion of 300 square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) Direct cable pull within the same collocation area between one Collocator and another Collocator provided the Collocator is interconnected with SBC MISSOURI's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.
- 6.1.4.3.2 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SBC MISSOURI bays, SBC MISSOURI cable racks and/or cage expansions within Active Central Office space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.
- 6.1.4.3.3 The construction interval for these other augments will not exceed 90 days. SBC MISSOURI will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.
- 6.1.4.3.4 The second fifty percent (50%) payment must be received by SBC MISSOURI no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by SBC MISSOURI.

6.1.5 Application Quotation Interval for Physical

6.1.5.1 Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 – 20	25 calendar days

6.1.5.2 Should the Collocator submit 21 or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or Fraction thereof.

6.1.5.3 The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with SBC MISSOURI at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.

6.1.5.4 Any major revision to an application will be treated as a new application following the guidelines in Section 6.1.10 and will be subject to the time intervals set forth above.

6.1.6 Caged, Caged Common Physical Collocation and Shared Caged Collocation Installation Interval

6.1.6.1 Dedicated Space for Caged physical collocation and Shared Caged Collocation is not reserved until the quotation is accepted.

6.1.6.2 Where space suitable for central office equipment (Active Central Office Space) is available, SBC MISSOURI will deliver Caged Physical or Shared Caged Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for 50% of all applicable non-recurring charges.) If the available space is not suitable for central office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.6.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.10 following.

6.1.7 Cageless Physical Collocation Installation Interval

6.1.7.1 Dedicated space for Cageless physical collocation is not reserved until the quotation is accepted.

6.1.7.2 Where space suitable for central office equipment (Active Central Office Space) is available, SBC MISSOURI will deliver Cageless physical collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for 50% of all applicable non-recurring charges). If the available space is not suitable for central office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.7.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.10 following.

6.1.8 SBC MISSOURI will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 90 days from the receipt of the Collocator's acceptance of SBC MISSOURI's quotation. The Collocator's acceptance will include a check for 50% of all applicable non-recurring charges where SBC MISSOURI will be installing all or some of the bays. These construction intervals for cageless collocation in Active Collocation Space in a CEV, HUT, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, SBC MISSOURI will add thirty (30) calendar days to the provisioning interval.

6.1.9 Adjacent Space or Other Physical Collocation Arrangement Installation Intervals

6.1.9.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1.5 and 6.1.1.6 above will be reasonably related to the complexity of accommodating the requested arrangement.

6.1.10 Revisions

6.1.10.1 All revisions to an initial request for a physical collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications

equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and engineering requirements above those which SBC MISSOURI normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all inclusive. The Collocator will be required to pay any applicable planning fees. No additional planning fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

6.2 Space Availability Determination and Resolution

6.2.1 In responding to an application request if space is not available, SBC MISSOURI will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of SBC MISSOURI's receipt of a completed application.

6.2.1.1 The notification will also include a possible future space relief date, if applicable. At that time, any nonrecurring charges collected with the application, except the planning fee, will be returned to the Collocator.

6.2.1.2 SBC MISSOURI will file a copy of the notification letter denying the Collocator's request with the appropriate state commission. In the event of a denial, SBC MISSOURI will concurrently submit to both the appropriate state commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plans documented as provided for in Section 3.8 of the Interconnector's Collocation Services Handbook, identification of switch turnaround plans and other equipment removal plans and timelines, if any, central office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

6.2.1.3 In the event SBC MISSOURI denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to SBC MISSOURI's designated

representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

- 6.2.1.4 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for the Collocator, who will participate in the tour.
- 6.2.1.5 SBC MISSOURI will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. SBC MISSOURI's representative will accompany and supervise the Collocator agent on the inspection tour.
- 6.2.1.6 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of physical collocation space is insupportable, the Collocator agent shall promptly so advise SBC MISSOURI. The Collocator and SBC MISSOURI shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and SBC MISSOURI reports shall be concurrently served on each other and submitted to the appropriate state commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on SBC MISSOURI to justify the basis for any denial of collocation requests.
- 6.2.2 SBC MISSOURI will submit to a requesting carrier a report indicating SBC MISSOURI's available collocation space in a particular SBC MISSOURI Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that SBC MISSOURI is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

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

- 6.2.2.2 SBC MISSOURI shall maintain a publicly available document for viewing on the Internet indicating its Eligible Structures, if any, that have no space available for physical collocation. SBC MISSOURI will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of physical collocation space. In addition, for central offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to SBC MISSOURI, such information will be placed on the website. SBC MISSOURI will update the public document on the first day of each month to include all newly available information.
- 6.2.2.3 To the extent SBC MISSOURI has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that SBC MISSOURI is taking to make additional space available for collocation. In order to increase the amount of space available for collocation, SBC MISSOURI will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate state commission shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2 under the definition of the term "Legitimately Exhausted Space".

6.3 Relocation

- 6.3.1 When SBC MISSOURI determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its dedicated space or adjacent space collocation structure. SBC MISSOURI will notify the resident Collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SBC MISSOURI will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with arranging for new space. The Collocator shall be responsible for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of SBC MISSOURI, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in SBC MISSOURI's reasonable

discretion. In addition, a Collocator's presence in SBC MISSOURI central offices or adjacent space collocation structures should not prevent SBC MISSOURI from making a reasonable business decision regarding building expansions or additions the number of central offices required to conduct its business or its locations.

- 6.3.2 If SBC MISSOURI determines that a Collocator must relocate due to any of the above reasons, SBC MISSOURI will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by SBC MISSOURI and the Collocator, unless the parties agree to a different financial arrangement.
- 6.3.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, SBC MISSOURI shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Telecommunications Equipment Space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

6.4 Occupancy

- 6.4.1 Unless there are unusual circumstances, SBC MISSOURI will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SBC MISSOURI completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SBC MISSOURI's network or obtain access to SBC MISSOURI unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that SBC MISSOURI has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until SBC MISSOURI allows the Collocator to interconnect. SBC MISSOURI, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.
- 6.4.2 If the Collocator fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after SBC

MISSOURI provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with SBC MISSOURI or obtain access to SBC MISSOURI unbundled network elements by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

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

6.4.4 If the Collocator causes SBC MISSOURI to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay SBC MISSOURI the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.5 Cancellation Prior to Due Date

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

6.6 Billing

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

6.6.2 Billing Dispute Resolution

6.6.2.1 In the event of a bona fide dispute between a Collocator and SBC MISSOURI regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date, give written notice to SBC MISSOURI of the amounts it disputes ("Disputed Amounts") and include

in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.2, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.3 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.2 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

6.6.3 Third Party Escrow Agent

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

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

6.6.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and

6.6.3.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

6.6.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:

6.6.3.1.5 The escrow account is an interest bearing account;

6.6.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the

Third Party escrow agent; All interest earned on deposits to the escrow account shall be disbursed to Collocator and SBC MISSOURI in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and SBC MISSOURI (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.7 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this Appendix.

6.6.4 Disputed Amounts

6.6.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this Appendix.

6.6.5 Investigation Report

6.6.5.1 Upon receipt of the notice and both forms of proof required by Section 6.6.2 of this Appendix, SBC MISSOURI shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.2 on or before the Bill Due Date, SBC MISSOURI will report the results of its investigation within 60 calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.5, the Collocator must notify SBC MISSOURI in writing within thirty days following receipt of the results of SBC MISSOURI's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.6 of this Appendix.

6.6.6 Informal Resolution of Billing Disputes

6.6.6.1 Upon receipt by SBC MISSOURI of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.2 of this Appendix, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications that were

not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

6.7 Formal Resolution of Billing Disputes

6.7.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to billing disputes and matters not specifically addressed elsewhere in this Agreement which require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the applicable commission. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 9.6 of the GT&C Attachment..

6.7.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

6.7.3 Claims Not Subject to Commercial Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to commercial arbitration as provided in Section 9.6 of the GT&C Attachment and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

6.7.3.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

6.7.3.2 Actions to compel compliance with the Dispute Resolution process.

6.7.3.3 All claims arising under federal or state statute(s), including antitrust claims

6.8 Billing for Caged Shared and Caged Common Collocation Arrangements

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

6.9 Late Payment Charge

If either Party fails to remit payment for any charges for services by the applicable due date, or if a payment or any portion of a payment is received by the billing Party from the paying Party after the applicable due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the billing Party as of the due date (individually and collectively, "Past Due"), then a late payment charge/interest* shall be assessed as follows in Sections 6.9.1. No other late payment fee or charge applies to overdue amounts.

*For purposes of billing under this Agreement, the terms "interest" and "late payment charge" shall have the same meaning, as set forth in 6.9.1 below; provided, however, that neither party will assess a flat fee penalty charge. The Parties shall only charge interest as set forth in Sections 6.9.1.

6.9.1 If any charge incurred under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date, until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC MISSOURI intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law.

6.10 Allowances for Interruptions

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

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

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

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

7.0 USE BY OTHER LOCAL SERVICE PROVIDERS

- 7.1 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SBC MISSOURI, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SBC MISSOURI.
- 7.2 SBC MISSOURI will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared cage arrangements available, SBC MISSOURI may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where SBC MISSOURI receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SBC MISSOURI will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.
- 7.2.1 SBC MISSOURI will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SBC MISSOURI within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more collocators have provided SBC MISSOURI with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit.
- 7.2.2 When these criteria have been met, SBC MISSOURI will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SBC MISSOURI will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.8.
- 7.3 SBC MISSOURI will not place unreasonable restrictions on Collocator's use of a cage, and as such will allow Collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-locator no more than the prorated share (based upon square footage used exclusively or in common) of SBC MISSOURI's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SBC MISSOURI utilize a shared collocation cage, SBC MISSOURI will permit each

collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

8.0 FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

- 8.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). SBC MISSOURI will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SBC MISSOURI that use of such cable will not impair SBC MISSOURI's ability to service its own customers or subsequent collocators.
- 8.1.2 SBC MISSOURI shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SBC MISSOURI cable. SBC MISSOURI will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SBC MISSOURI also has access to more than two such entry points. Where such dual points of entry are not immediately available, SBC MISSOURI shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where SBC MISSOURI performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and SBC MISSOURI shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both SBC MISSOURI and the Collocator(s) in the first twelve (12) months.
- 8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by SBC MISSOURI, and leaving sufficient length in the cable in order for SBC MISSOURI to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

8.2 Demarcation Point

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

9.0 USE OF DEDICATED SPACE

9.1 Nature of Use

- 9.1.1 In accordance with section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to SBC MISSOURI under 47.U.S.C. § 251(C) (2), or accessing SBC MISSOURI's UNEs under 47.U.S.C. § 251(C) (3) of the FTA 96. For purposes of this Section, "necessary" shall have the meaning set forth in the Act and any rules promulgated thereunder, and any applicable state law (provided it is necessary to further competition in the provision of telephone exchange service or exchange access and is not inconsistent with Section 251 or the FCC's regulations to implement Section 251).
- 9.1.2 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. SBC MISSOURI's not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
- 9.1.3 In addition, SBC MISSOURI voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment."
- 9.1.4 SBC MISSOURI does not allow collocation of other Multifunctional Equipment, except that SBC MISSOURI will voluntarily allow collocation of RSMs solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the RSM will not be permitted; (2) the RSM equipment must be used only for the purpose of interconnection with SBC MISSOURI's network for the transmission and routing of telephone exchange service or exchange access or for access to SBC MISSOURI's unbundled network elements for the provision of a telecommunications service. SBC MISSOURI voluntarily will allow Collocator

to collocate, on a non-discriminatory basis, other multi-functional equipment only if SBC MISSOURI and Collocator mutually agree to such collocation.

- 9.1.5 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Unbundled Network Elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. SBC MISSOURI will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 9.1.6 SBC MISSOURI voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if SBC MISSOURI and Collocator mutually agree to such placement, in SBC MISSOURI's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 9.1.7 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), SBC MISSOURI voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in SBC MISSOURI's Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in SBC MISSOURI or (2) requested by Collocator and accepted by SBC MISSOURI on the same basis as under the FCC's original, pre-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). SBC MISSOURI's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 9.1.8 SBC MISSOURI does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 9.1.9 When the Collocator's physical collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SBC MISSOURI will provide the necessary backup power to ensure against power outages.

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

9.2 Equipment List

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

9.2.2 Subsequent Requests to Place Equipment

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

9.2.3 Limitations

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

9.3 Dedicated Space Use and Access

- 9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary (as defined by the FCC) for interconnection to SBC MISSOURI or access to SBC MISSOURI's unbundled

network elements. The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide SBC MISSOURI with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

9.3.2 SBC MISSOURI will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SBC MISSOURI will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SBC MISSOURI's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.3 of this Appendix).

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

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

9.4 Threat to Personnel, Network or Facilities

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

9.5 Interference or Impairment

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

9.6 Personal Property and Its Removal

9.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SBC MISSOURI standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 9.7 following.

9.7 Alterations

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

10.0 **STANDARDS**

10.1 Minimum Standards

10.1.1 All types of network equipment placed in SBC MISSOURI network equipment areas of Eligible Structures by SBC MISSOURI or Collocator must meet SBC MISSOURI minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC MISSOURI) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including SBC MISSOURI and its contractors when engineering and installing equipment.

10.1.2 In the event that SBC MISSOURI denied Collocation of Collocator's equipment, citing Safety Standards, SBC MISSOURI will provide within five (5) business days of Collocator's written request to SBC MISSOURI representative(s), a list of SBC MISSOURI equipment which SBC MISSOURI locates within the premises of the

Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same Safety Standards for which Collocator's equipment was denied.

- 10.1.3 In the event SBC MISSOURI believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, SBC MISSOURI or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 10.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC MISSOURI personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

10.2 Compliance Certification

- 10.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 9.2, Equipment List; Section 9.2.2, Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Section 10.1.

11.0 RE-ENTRY

- 11.1 If the Collocator shall default in performance of any material provision herein, and the default shall continue for sixty (60) calendar days after receipt of SBC MISSOURI's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, and the Collocator has failed to pay the charges associated with the collocation space, and such failure to pay has continued for 60 days after SBC MISSOURI's written notice, SBC MISSOURI may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator

and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies SBC MISSOURI might have. In the event that the basis for default claimed by SBC MISSOURI is legitimately disputed by Collocator under Section 6.6.7 of this Appendix, SBC MISSOURI shall not be permitted to exercise the rights set forth above.

- 11.2 SBC MISSOURI may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.
- 11.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, parties may seek more formal dispute resolution procedures.

12.0 INDEMNIFICATION OF SBC MISSOURI

- 12.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between SBC MISSOURI and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 12.2 Collocator shall indemnify and hold harmless SBC MISSOURI the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against SBC MISSOURI where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or

failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SBC MISSOURI or its employees. The provisions in this Section are reciprocal and applicable also to SBC MISSOURI.

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

13.0 SERVICES AND MAINTENANCE

13.1 Operating Services

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

13.2 Maintenance

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

13.3 Equipment Staging and Storage

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

13.4 Legal Requirements

- 13.4.1 Except for Section 15, SBC MISSOURI agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority

including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

14.0 SBC MISSOURI's RIGHT OF ACCESS

- 14.1 SBC MISSOURI, its agents, employees, and other SBC MISSOURI-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SBC MISSOURI hereunder, and for any other purpose deemed reasonable by SBC MISSOURI. SBC MISSOURI may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of SBC MISSOURI equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, SBC MISSOURI will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

15.0 GENERAL

- 15.1 The rates and charges in this Appendix are applicable only for physical collocation arrangements in Eligible Structures and Adjacent Structures as defined in Section 19.2 of this Appendix. SBC MISSOURI allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. SBC MISSOURI will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for SBC MISSOURI vehicles and which are designated as reserved. SBC MISSOURI shall not unreasonably reserve for its own use all parking at the Eligible Structure.
- 15.3 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and SBC MISSOURI are required to follow all posted traffic and SBC MISSOURI signs and follow all applicable parking and traffic laws and ordinances.
- 15.4 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.
- 15.5 If SBC MISSOURI is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of

Collocator's collocation arrangement, SBC MISSOURI will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

- 15.6 Should SBC MISSOURI benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two, and so on.
- 15.7 Should SBC MISSOURI be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), SBC MISSOURI shall absorb all of the costs related to such an upgrade.
- 15.8 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in the Agreement.

16.0 PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in Section 20, Rates and Charges, following.
- 16.2 SBC MISSOURI will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by SBC MISSOURI for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SBC MISSOURI will permit Collocator to review the contractor invoices.
- 16.3 To insure efficient use of space, SBC MISSOURI will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SBC MISSOURI will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SBC MISSOURI will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocator.
- 16.4 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SBC MISSOURI, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SBC MISSOURI, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 16.5 The Collocator may elect to install its own Point of Termination (POT) Frame, or request that SBC MISSOURI provide and install a POT Frame, to be placed in the Collocator's

cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, SBC MISSOURI may still provide and install the required DC power panel.

17.0 CHARGES

17.1 Monthly Charges

17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that physical collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in Section 20, Rates and Charges, following, for use of the Dedicated Space.

17.2 Nonrecurring Charges

17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SBC MISSOURI fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Section 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments. In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

17.3 Individual Case Basis (ICB)

17.3.1 SBC MISSOURI may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

17.4 Application of Rates and Charges

Beginning on and after the Effective Date of this Agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this Agreement, to all existing AT&T collocation arrangements, including those established before the Effective Date of this Agreement. Because the Collocation Rates

will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

18.0 REGENERATION

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

19.0 RATE REGULATIONS

- 19.1 Determination of Charges Not Established in Appendix or Pricing Schedule (Custom Work Charges)

19.1.1 Rate Elements - In the event that SBC MISSOURI seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, SBC MISSOURI shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix

19.1.2 In the event the Collocator disputes the rate element or charge proposed by SBC MISSOURI that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify SBC MISSOURI of its dispute with the proposed charge in writing.

- 19.2 Rate Elements

All rates and charges for the following rate elements can be found in Section 20.

- 19.2.1 Planning Fees

19.2.1.1 The Planning Fee, as specified in SBC MISSOURI's Interconnector's Collocation Services Handbook for Physical Collocation in SBC MISSOURI, recovers SBC MISSOURI's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the physical collocation arrangements. The initial Planning Fee will apply to the Collocator's physical collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions

to the initial request, such as the addition of Collocator provided equipment that requires SBC MISSOURI to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for physical collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in Section 20 following.

19.2.2 Floor Space Charges

19.2.2.1 Caged Collocation

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

19.2.2.1.2 SBC MISSOURI will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., 50 square feet of cage space for a single bay), and will ensure that the first Collocator in SBC MISSOURI premises will not be responsible for the entire cost of site preparation and security. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 19.2.2.1.4.5 following. The Collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

19.2.2.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

19.2.2.1.4 If the Collocator elects to install, or requests that SBC MISSOURI provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Section 20 following applies.

19.2.2.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC MISSOURI within SBC MISSOURI:

- Construction costs
- Operating costs

19.2.2.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

19.2.2.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

19.2.2.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by SBC MISSOURI to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective

reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating SBC MISSOURI equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

19.2.2.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in Section 20 following.

- Grounded wire partition
- Door key Set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

19.2.2.1.4.6 RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

19.2.2.2 Cageless Collocation

- 19.2.2.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by SBC MISSOURI within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

19.2.2.2.2 SBC MISSOURI will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in SBC MISSOURI premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

19.2.2.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for SBC MISSOURI within SBC MISSOURI:

- Construction costs
- Operating costs

19.2.2.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

19.2.2.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

19.2.2.2.4 Safety and Security

This charge represents reasonable costs incurred by SBC MISSOURI to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SBC MISSOURI equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

19.2.2.3 Caged Common Collocation in SBC MISSOURI.

19.2.2.3.1 The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SBC MISSOURI within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

19.2.2.3.2 Caged Common Collocation space will be provided where space permits when five (5), or more collocators have provided SBC MISSOURI with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit.

When these criteria have been met, SBC MISSOURI will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SBC MISSOURI will construct the cage to the collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

- 19.2.2.3.3 SBC MISSOURI will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in Section 16.
- 19.2.2.3.4 SBC MISSOURI will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in SBC MISSOURI's premises will be responsible only for its pro rata share of the cost of site preparation and security.
- 19.2.2.3.5 Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in Section 20.
- 19.2.2.3.6 Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

19.2.2.3.6.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC MISSOURI within SBC MISSOURI.

- Construction costs
- Operating costs

19.2.2.3.6.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay, or frame:

- New floor tile
- General lighting
- House service receptacles
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

19.2.2.3.6.3 Common Systems Materials Charge

Consists of the following elements per linear foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

19.2.2.3.6.4 Safety and Security

This charge represents reasonable costs incurred by SBC MISSOURI to secure its equipment contained within the Eligible Structure. This charge is expressed as a recurring rate on a per rack, bay or frame and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SBC MISSOURI equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems

- Emergency exit door alarms

19.2.2.3.6.4.1 In the event SBC MISSOURI elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC MISSOURI's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

19.2.2.3.6.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in Section 20 following:

- Grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

19.2.2.3.6.6 Remote Switch Module (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space

Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

19.2.3 Intentionally left blank

19.2.4 DC Power Amperage Charge

19.2.4.1 This is a monthly recurring charge which is determined by multiplying the per amp rate listed in the collocation price schedule by the List 1 drain, as specified by the equipment manufacturer, for each piece of equipment located in AT&T's collocation space, regardless of the amount of power ordered by AT&T. By way of example, (i) where AT&T orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), (ii) but the aggregate List 1 drain of AT&T's collocated equipment is 15 AMPs, (iii) SBC shall only bill AT&T the monthly recurring charge applicable to DC Power for a total of fifteen (15) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware & cabling, and AC energy to convert to DC power. SBC will fuse the power arrangement in 10 AMP increments at 125% of the List 1 amperage requirements. Any increase in AT&T's List 1 drain may require a fuse change, should it exceed the fuse capacity currently provisioned in the arrangement.

19.2.4.1.1 Within sixty (60) days after execution of this Agreement, AT&T shall provide SBC MISSOURI with a spreadsheet identifying each collocation site in the state and, for each site, listing each piece of equipment, the List 1 drain associated with each piece of equipment and the aggregate List 1 drain per collocation site. Upon receipt of such information, SBC MISSOURI shall render all subsequent billing of the DC Power Amperage Charge based on AT&T's identified List 1 drain. In addition, SBC MISSOURI shall retroactively adjust all billing for the DC Power Amperage Charge back to the execution date of this Agreement to insure that AT&T pays the DC Power Amperage Charge based on List 1 drain effective on the execution date of this Agreement. SBC shall not impose any charges on AT&T (e.g., application charge) in connection with identifying the List 1 drain, adjusting the fusing or updating the related billing.

19.2.4.1.2 After initially identifying the List 1 drain for each collocation site as set forth in Section 19.2.4.1.1, each time AT&T removes existing equipment from or installs new equipment in a collocation site (including hardware or software

upgrades), that will result in changes to the DC power consumption of AT&T's equipment, within ten (10) business days AT&T shall provide SBC MISSOURI with an updated List 1 drain for the site. SBC MISSOURI shall apply the modified List 1 drain in the next billing cycle after removal or installation of such equipment is completed.

19.2.4.1.3 If SBC believes in good faith that the equipment list or List 1 drain provided by AT&T for a collocation site is inaccurate, SBC MISSOURI shall notify AT&T in writing. Within thirty (30) days after receipt of SBC MISSOURI's written notice, AT&T and SBC MISSOURI shall resolve any discrepancy for the List 1 drain at a collocation site. Once such discrepancy is resolved, SBC MISSOURI may apply the modified List 1 drain prospectively beginning with the next billing cycle. In addition, SBC MISSOURI may adjust the DC Power Amperage Charge retroactively to the .number of days prior to its written notice that is consistent with Section 2.3 (Limitation on Back-billing and Credit Claims) of Attachment 28 (Billing).

19.2.4.2 Heating, Ventilating, and Air Conditioning (HVAC)

19.2.4.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power List 1 Drain of the collocated equipment. Charges for this sub-element are specified in attached pricing schedule. By way of example: If the aggregate List 1 drain of the collocated equipment is 15 amps SBC MISSOURI will bill AT&T for a quantity of two (2) 10 amp (20amps) of HVAC.

19.2.5 DC Power Arrangement Provisioning

19.2.5.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a nonrecurring and monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds.

19.2.6 DC Power Panel (Maximum 50 AMP)(Optional)

19.2.6.1 This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by SBC MISSOURI.

19.2.7 DC Power Panel (Maximum 200 AMP)(Optional)

- 19.2.7.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by SBC MISSOURI technical support. This rate element may be provided by SBC MISSOURI.

19.2.8 Eligible Structure Ground Cable Arrangement, Each

- 19.2.8.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

19.2.9 Security Cards

- 19.2.9.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in Section 20 following. SBC MISSOURI will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier ONLINE website. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and SBC MISSOURI will issue the access and/or ID cards as soon as reasonably practical.

19.2.10 Standard Frame or Cabinet, Each (Optional)

- 19.2.10.1 The Collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by SBC MISSOURI or may request that SBC MISSOURI provide and install the bay or cabinet in the cageless space only. If the Collocator elects for SBC MISSOURI to provide a bay or cabinet, the rates and charges are as found in Section 20. When, at the Collocator's option, a bay or cabinet is placed in space designated by SBC MISSOURI, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and SBC MISSOURI facilities, previously referred to as "Point of Termination (POT) bay."

19.2.11 Entrance Facility Conduit to Vault, Per Cable Sheath

19.2.11.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC MISSOURI designated manhole and the cable vault of the Eligible Structure.

19.2.12 Entrance Fiber Charge, Per Cable Sheath

19.2.12.1 The Entrance Fiber Charge reflects the time interval spent by SBC MISSOURI in pulling the Collocator's cable facilities from SBC MISSOURI designated manhole, through SBC MISSOURI cable vault and through SBC MISSOURI cable support structure to the Collocator's equipment.

19.2.13 ILEC to telecommunications carrier Interconnection Arrangement Options

19.2.13.1 Collocator will select one or more of the interconnection arrangements listed below.

19.2.13.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS),
Each

19.2.13.1.1.1 SBC MISSOURI-provided cable arrangement of twenty eight (28) DS1 connections per cable arrangement between the Collocator's optional POT Frame or equipment bay and SBC MISSOURI network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to SBC MISSOURI Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and SBC MISSOURI's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in Section 21.16(A) following.

19.2.13.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS),
Each

19.2.13.1.2.1 SBC MISSOURI-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's optional POT Frame or equipment bay and SBC MISSOURI network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to SBC MISSOURI Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and SBC MISSOURI's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in Section 20 following.

19.2.13.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

19.2.13.1.3.1 SBC MISSOURI provided cable arrangement that provides one hundred (100) DS0 copper (non-shielded) or (shielded) connections between the Collocator's optional POT frame or equipment bay and SBC MISSOURI network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to SBC MISSOURI Main Distribution Frame.

19.2.14 Optical Circuit Arrangement

19.2.14.1 This sub-element provides for the cost associated with providing twelve (12) fiber pair connection arrangements to SBC MISSOURI network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to SBC MISSOURI Main Distribution Frame.

19.2.15 Bits Timing (Per two circuits) (Optional)

19.2.15.1 SBC MISSOURI provided single signal from SBC MISSOURI timing source to provide synchronization between a Collocator's single network element and SBC MISSOURI's equipment.

19.2.16 Timing Interconnection Arrangement (Optional)

19.2.16.1 Timing lead (1 pair) of wires provided by SBC MISSOURI to the Collocator's dedicated Collocator's physical collocation space or optional POT frame or equipment bay.

19.2.17 Collocation Availability Space Report Fee

19.2.17.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of collocators, any modifications in the use of space since the generation of the last available report, and measures that SBC MISSOURI is undertaking to make additional space available for collocation.

19.2.18 Pre-visits

19.2.18.1 General Applications

19.2.18.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with SBC MISSOURI to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's physical collocation arrangement. If the prospective Collocator elects to pre-visit SBC MISSOURI's Eligible Structures must submit its request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. Prospective Collocator will not be allowed to take photographs, make copies of SBC MISSOURI site-specific drawings or make any notations.

19.2.18.1.2 For pre-visits, SBC MISSOURI will limit the number of SBC MISSOURI employees attending the pre-visit to one of SBC MISSOURI's employee, unless a different number of SBC MISSOURI employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time SBC MISSOURI employees spend traveling and will be based on fifteen-minute increments.

19.2.19 Construction Inspections

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

19.2.20 Adjacent On-site Structure Arrangements

19.2.20.1 Adjacent On-site Structure Arrangements

19.2.20.1.1 If a Collocator elects to provide an Adjacent On-site structure as described in Section 6.1.1.5 preceding, when all available space is Legitimately Exhausted inside SBC MISSOURI Eligible Structure, SBC MISSOURI will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in Section 20 following. In addition, should the Collocator elect to have SBC MISSOURI provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

19.2.20.2 Adjacent On-site Planning Fee

19.2.20.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and SBC MISSOURI on an Adjacent On-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

19.2.21 Adjacent Off-site Arrangement

19.2.21.1 Adjacent Off-site Structure Arrangements

19.2.21.1.1 If the Collocator elects to provide an Adjacent Off-site structure as defined in Section 2.0 of this Appendix and as described in Section 6.1.1.5 preceding, when all available

space is Legitimately Exhausted inside SBC MISSOURI Eligible Structure and Collocator's Adjacent On-site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, SBC MISSOURI will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC MISSOURI's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in Section 20.

19.2.21.2 Planning Fee Adjacent Off-site Arrangement

19.2.21.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and SBC MISSOURI on Adjacent Off-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in Section 20 following.

19.2.22 Conduit Space for Adjacent Off-site Arrangement

19.2.22.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC MISSOURI designated manhole and the cable vault of the eligible structure. Rates and charges are as found in Section 20 following.

19.2.23 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

19.2.23.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

19.2.24 Miscellaneous Charges (Optional)

19.2.24.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or Cabinet.

19.2.25 Collocation to Collocation Connection-- Within a contiguous area within the eligible structure, SBC MISSOURI will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that SBC MISSOURI imposes on its own equipment. SBC MISSOURI shall not require physical-to-physical collocators to purchase any equipment or cross-connect capabilities solely from SBC MISSOURI itself. If requested by the collocator, SBC MISSOURI will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (i.e., located on different floors), SBC MISSOURI will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. SBC MISSOURI (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections. If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then SBC MISSOURI will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that SBC MISSOURI imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At SBC MISSOURI's option, the connection may be made either by SBC MISSOURI or by the Collocators' installers, who shall be on SBC MISSOURI's list of approved installation vendors.

19.2.25.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

19.2.25.1.1 Fiber Cable (12 Fibers pair)

19.2.25.1.1.1 This rate element is for SBC MISSOURI to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

19.2.25.1.2 Copper Cable (28 DS1s)

19.2.25.1.2.1 This rate element is for SBC MISSOURI to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible

Structure expressed as a combination of a non-recurring charge and a monthly rate.

19.2.25.1.3 Coax Cable (1 DS3)

19.2.25.1.3.1 This rate element is for SBC MISSOURI to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

19.2.25.1.4 Cable Racking and Hole

19.2.25.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two collocation arrangements and the required terminations at each physical collocation arrangement(s) at an Eligible Structure.

19.2.25.1.5 Route Design

19.2.25.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a nonrecurring charge.

20.0 **RATES AND CHARGES**

20.1 The rates and charges for collocation are set forth in the Pricing Schedule.

21.0 **CDOW (CLEC DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES**

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an SBC MISSOURI Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within this Section 21 following.

21.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and SBC MISSOURI Main Distribution Frame or its equivalent by SBC MISSOURI Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator

selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.2 below. If Collocator selects this option, SBC MISSOURI will install and stencil termination blocks or panels at SBC MISSOURI Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found in Section 21.3. The Collocator's SBC MISSOURI Approved Vendor must obtain an approved Method Procedures (MOP) from SBC MISSOURI and follow SBC MISSOURI's Technical Publication TP 76300MP for installation of equipment and facilities;

21.2 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and SBC MISSOURI's Battery Distribution Fuse Bay (BDFB) by using an SBC MISSOURI Approved Power Installation Vendor. When SBC MISSOURI designated power termination point is at the Power Plant Primary Distribution, the Collocator's SBC MISSOURI Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact SBC MISSOURI Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC MISSOURI Power Plant Primary Distribution, which will be performed by SBC MISSOURI. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.1 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's SBC MISSOURI Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC MISSOURI and follow SBC MISSOURI's Technical Publication TP 76300MP for installation of equipment and facilities.

21.3 Interval (Collocator Installs Interconnection and Power Cabling)

21.3.1 The intervals set forth in this Section 21.3 apply only when Collocator installs interconnection and power cabling. SBC MISSOURI will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If SBC MISSOURI determines that Collocator's Physical Collocation Application is unacceptable, SBC MISSOURI shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC MISSOURI shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

21.3.2 The delivery interval relates to the period in which SBC MISSOURI shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date SBC MISSOURI receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide SBC MISSOURI, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as SBC MISSOURI has received such response and payment. If the Collocator has not provided SBC MISSOURI such response and payment by the twelfth (12) calendar day after the date SBC MISSOURI notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until SBC MISSOURI's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.3.3 The delivery interval for Caged or Cageless Physical Collocation is determined by SBC MISSOURI taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.3.3.1 The delivery interval assigned will be provided to the Collocator by SBC MISSOURI with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by SBC MISSOURI from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table (1)

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 – 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

21.3.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or

fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by SBC MISSOURI will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

- 21.3.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.
- 21.3.4 The second fifty percent (50%) payment must be received by SBC MISSOURI prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by SBC MISSOURI.
- 21.3.5 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:
- 168 DS1 connections and/or
 - 48 DS3 connections and/or
 - 400 Copper (shielded or nonshielded) cable pair connections
 - 12 fiber pair connections
- 21.3.5.1 Applications (except requests for Adjacent Structure Collocation) received by SBC MISSOURI from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by SBC MISSOURI.
- 21.3.5.2 This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.
- 21.3.5.3 The delivery interval for the above Augments is determined by SBC MISSOURI taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by

Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

- 21.3.5.4 The delivery interval assigned will be provided to the Collocator by SBC MISSOURI with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by SBC MISSOURI from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table (2)

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	35 calendar days
11- 20	60 calendar days	65 calendar days

- 21.3.5.5 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by SBC MISSOURI from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

21.3.6 For all Augments other than provided above, SBC MISSOURI will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

21.3.7 Within twenty (20) calendar days or mutually agreed upon time, from SBC MISSOURI's receipt of the confirmatory response in writing to continue construction on the Physical Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.4 Rates Elements for SBC MISSOURI Central Offices

21.4.1 Caged Collocation

21.4.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes 4" conduit and wiring from the electrical panel to cage as set forth in Section 20. This is expressed as a non-recurring charge per sq. ft. of floor space requested.

21.4.2 DC Power Arrangement Provisioning

21.4.2.1 When the Collocator selects the option to provide and install its power cable by a SBC MISSOURI Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to SBC MISSOURI Battery Distribution Fuse Bay or Power Plant Primary Distribution, but SBC MISSOURI approved power installation vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers SBC MISSOURI Approved Vendor. This is expressed as a monthly rate as specified in Section 20.

21.4.3 Entrance Fiber Optic Cable Arrangement

21.4.3.1 When the Collocator selects the option to pull the Collocator's provided fire retardant entrance fiber optic cable under SBC MISSOURI observation, through SBC MISSOURI cable vault to the Collocator's equipment with SBC MISSOURI approved vendor, only the construction and route design charge will apply. The Collocator will not be permitted access to the cable vault, but SBC MISSOURI approved vendor will have access. Rates and charges are as found in Section 20.

21.4.4 DS0 Voice Grade Interconnection Cable Arrangement

21.4.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an SBC MISSOURI approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC MISSOURI approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.4.5 DS-1 Interconnection Cable Arrangement to DCS

21.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC MISSOURI approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC MISSOURI approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.4.6 DS-1 Interconnection Cable Arrangement to DSX

21.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC MISSOURI approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC MISSOURI approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.4.7 DS-3 Interconnection Cable Arrangement to DCS

21.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC MISSOURI approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC MISSOURI approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.4.8 DS-3 Interconnection Cable Arrangement to DSX

21.4.8.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC MISSOURI approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main

Distribution Frame, but SBC MISSOURI approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.4.9 Fiber Interconnection Cable Arrangement

21.4.9.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC MISSOURI approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC MISSOURI approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.4.10 Collocation to Collocation Connection

21.4.10.1 This rate element includes virtual to virtual, and virtual to physical connection options.

21.4.10.1.1 Fiber Cable

21.4.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC MISSOURI approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in Section 20.

21.4.10.1.2 Copper Cable

21.4.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC MISSOURI approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in Section 20

21.4.10.1.3 Coax Cable

21.4.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC MISSOURI approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in Section 20.

21.4.10.1.4 Cable Racking and Hole

21.4.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in Section 20.

21.4.10.1.5 Route Design

21.4.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in Section 20.