all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. SBC MISSOURI will not be required to function as a billing intermediary, e.g., clearinghouse. SBC MISSOURI may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

3. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC

3.1 If Option 1 is elected by the CLEC, in accordance with Section 1.5 of this Attachment, the compensation set forth below will apply to all Section 251(b)(5) Traffic as defined in Section 1.0 of this Attachment.

3.2 Applicability of Rates:

3.2.1 The rates, terms, conditions in this Section 3.0 apply only to the termination of Section 251(b)(5) Traffic except as explicitly noted.

3.2.2 The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic on a minute of use (MOU) basis. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:

3.3 Rate Elements:

3.3.1 Tandem Serving Rate Elements:

3.3.2 Tandem Switching - compensation for the use of tandem switching only, consisting of a duration (per minute) rate element

3.3.3 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element

3.3.4 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement consisting of a duration (per minute) rate element.

3.3.5 If CLEC has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by SBC MISSOURI's tandem switch pursuant to 47 C.F.R. §51.711 (a)(3) as set forth in Section 4 below, CLEC shall only be paid End Office Serving Rate Elements.

13.4 Intercarrier Compensation for Wholesale Local Switching Traffic

3.4.1 Where CLEC provides service to a CLEC end user using any combination of Network Elements that utilizes an SBC MISSOURI non-resale offering whereby SBC MISSOURI provides the end office switching on a wholesale basis, CLEC will deal directly with a third party carrier for purposes of reciprocal compensation. The following reciprocal compensation terms (unless CLEC is operating under Option 3) shall apply in all cases where CLEC purchases an SBC MISSOURI non-resale offering whereby SBC MISSOURI provides the end office switching on a wholesale basis. These terms and conditions are in addition to the terms and conditions outlined in Attachment 6. SBC MISSOURI is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

1 Settlement Section 3.4 in its entirety

3.4.1.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic where CLEC has purchased an SBC MISSOURI non-resale offering whereby SBC MISSOURI provides the end office switching on a wholesale basis, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

3.4.1.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC MISSOURI end users and CLEC's end users where CLEC utilizes an SBC MISSOURI non-resale offering whereby SBC MISSOURI provides the end office switching on a wholesale basis, the Parties agree to compensate each other for the termination of such traffic at: (i) the FCC Plan rate specified in Section 1.6.1.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic if Option 2 is elected by CLEC; or (ii) the End Office Switch rate set forth in Appendix Pricing and as specified in Section 3.3.4 for the transport and termination of Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 1.6.1.2 for the transport and termination of ISP-Bound Traffic if Option 1 is elected.

4. TANDEM INTERCONNECTION RATE APPLICATION

4.1 Transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. The tandem interconnection rate shall apply only when CLEC's switch serving specific LATA has been determined to have the same or greater geographic scope as a similarly-situated SBC Tandem Switch serving the same LATA. Where CLEC has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by SBC MISSOURI's tandem switch pursuant to 47 C.F.R. §51.711 (a)(3), CLEC shall be entitled to receive the End Office Switching rate set forth in Appendix Pricing and as specified in Section 3.3.4 above if Option 1 is elected.

4.1.2 For purposes of this Section 4.0, CLEC's switch actually serves a geographic area comparable to the area served by SBC MISSOURI's tandem when CLEC:

(i) Deploys a switch to serve this area;
(ii) Has obtained NPA and NXXs to serve the exchanges within this area; and
(iii) Can show that it is serving this area either through its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements in ILEC central offices.

4.1.3 For compensation purposes, if CLEC qualifies for the tandem interconnection rate as provided in Section 4.1.2 above, the transport and termination ratio must be determined for tandem switching and end office switching compensation.

4.1.4 If CLEC has more than one switch per LATA, each switch must qualify for the tandem interconnection rate as set forth above on a switch-by-switch basis.

4.1.5 The tandem interconnection rate will include a transport mileage of zero miles.

4.2 Should disputes arise regarding whether CLEC's switch has affirmatively demonstrated that its switch actually serves a geographic area comparable to the area served by an SBC MISSOURI tandem switch, as described above, the Parties shall utilize the Dispute Resolution procedures in this Agreement to resolve the dispute. At the conclusion of dispute resolution, if CLEC demonstrates that its switch is actually serving a geographic area comparable to the SBC MISSOURI's tandem switch in a LATA, the tandem switching and transport rates shall be applied on a going forward basis only.

5. OTHER TELECOMMUNICATIONS TRAFFIC

5.1 The Parties recognize and agree that could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Options 1, 2, and/or 3 above not apply to calls that fit the definitions of:

- IntraLATA Interexchange Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- FX Traffic
- MCA Traffic

5.2 The Parties agree that, for the purposes of this Attachment, either Party's end users remain free to place calls on a "Non-Local" basis under any of the above classifications. The applicable rates, terms and conditions for: (a) "8YY" Traffic are set forth in Sections 8.2 and 8.3; (b) Feature Group A Traffic are set forth in Section 1,3.4; (c) FX Traffic are set forth in Sections 1.3 through 1.3.5; (e) IntraLATA Toll Traffic are set forth in Section 8.0; and/or (f) MCA Traffic are set forth in Sections 1.2.1 through 1.2.2.

6. TRANSIT TRAFFIC COMPENSATION

6.1 Transit Traffic is a switching and transport function only, which allows one Party (originating Party) to send Local Traffic, as defined in Section 1.1, to a third party network through the other Party's tandem and/or transport facilities (tandem Party). The Transit Rate of $0.000960 is charged by the tandem Party to the originating Party on a MOU basis. The Transit Rate element is only applicable when calls do not terminate to the tandem Party's End User.

6.2 Where the Transit Provider is sent CPN by the originating carrier, the Transit Provider will send the original and true CPN to the terminating Party. Except as provided in Section 9, below, terminating carriers shall be required to directly bill third parties that originate calls and send traffic over Transiting Carrier's network.

6.3 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party for any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic.

6.4 Unless otherwise provided in this Agreement, neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

6.5 Subject to section 9 below, CLEC shall not bill SBC MISSOURI for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC MISSOURI is sent CPN or is not sent CPN by the originating company. However, in the event CLEC indicates to SBC MISSOURI that unidentified transit traffic volume has become significant, SBC MISSOURI agrees to work with CLEC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

6.6 The transit rate above shall also apply in the case of Local Traffic originated in third party ILEC exchange areas that traverses the SBC MISSOURI Tandem Office Switch and terminates in other third party exchange

areas, providing the other LEC exchanges share a common mandatory local calling area with all SBC MISSOURI exchanges included in a metropolitan exchange.

6.7 CLEC will pay the Local Transit Traffic rates (found in Section 6.0 of this Attachment) to SBC MISSOURI for calls that originate on CLEC's network and are sent to SBC MISSOURI for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. SBC MISSOURI will pay the same Local Transit Traffic rate to CLEC for such calls that originate on SBC MISSOURI's network and are sent through CLEC for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS provider's network. SBC MISSOURI and CLEC agree that the call records exchanged between the Parties have sufficient information to identify the originating carrier for billing purposes. SBC MISSOURI shall provide information to CLEC identifying in detail the type of call records it will send to CLEC, and will, absent agreement with CLEC otherwise, use only industry standard billing and call records formats to transmit such information to CLEC.

6.8 When traffic is originated by a CMRS Provider to the CLEC, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SBC MISSOURI, CLEC and the CMRS Provider, the traffic will be rated either as local or access and the appropriate compensation rates shall be paid by the transiting party to the terminating party.

6.9 SBC MISSOURI and CLEC agree to use terminating records for billing of reciprocal compensation. SBC MISSOURI will not bill CLEC directly for calls that originate from third party CLECs using SBC MISSOURI's unbundled local switching (ULS). When a call is either originated from a CLEC using SBC MISSOURI's ULS or terminated to a CLEC using SBC MISSOURI's ULS, SBC MISSOURI will provide to the terminating CLEC detailed call records including the OCN of the originating CLEC using ULS. This will allow the terminating CLEC to directly bill reciprocal compensation to the originating CLEC.

7. SEGREGATING AND TRACKING FX TRAFFIC

7.1 In order to ensure that Virtual FX, Dedicated FX, and FX-type Traffic is being properly segregated from other types of intercarrier traffic, the terminating carrier will be responsible for keeping a written record of all FX Telephone Numbers (whether Dedicated, Virtual, and FX-type) for which Bill and Keep applies, and providing an NXX level summary of the minutes of use to FX Telephone Numbers on its network to the originating carrier each month (or in each applicable billing period, if not billed monthly).

7.2 Each Party shall maintain reports, records and data relevant to the billing of such FX services addressed herein for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

7.3 Alternatively, CLEC may elect to assign a Percentage of FX Usage (PFX) which shall represent the estimated percentage of minutes of use that is attributable to all Dedicated FX, Virtual FX, and FX-type Traffic in a given usage month. Once the CLEC elects this method to estimate the percentage of minutes of use that is attributable to FX traffic, Section 7.1 no longer applies, until and unless the Parties mutually agree to segregate and track such traffic at an NXX level summary. If the parties can not reach agreement on the appropriate FX Factor, the Parties shall engage in the dispute resolution process set forth in this agreement. During the dispute resolution process. Disputed amounts for FX Traffic will remain unpaid by the Party billed and are not subject to interest during the pendency of such Intercarrier Compensation dispute.

7.3.1 The PFX must be agreed upon in writing prior to the usage month (or other applicable billing period) in which the PFX is to apply and may only be adjusted once each quarter. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned the PFX.

8. COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC

8.1 IntraLATA Interexchange Traffic, not considered EAS Traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll Traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 11.

8.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.

8.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.

9. COMPENSATION FOR ORIGINATION AND TERMINATION OF SWITCHED ACCESS SERVICE TRAFFIC TO OR FROM AN INTEREXCHANGE CARRIER (IXC) (MEET-POINT BILLING (MPB) ARRANGEMENTS)

9.1 For interLATA traffic and intraLATA traffic, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.

9.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers via a Party's access tandem switch, in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents.

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

9.4 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format or via a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate meet point billing will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals Each Party will act as the Official Recording Company for switched Access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

9.5 Initially, billing to interexchange carriers for the Switched Access Services jointly provided by the parties via the MPB arrangement will be according to the multiple bill single tariff method. As described in the MECAB document each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.

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

10. INTENTIONALLY OMITTED

11. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC, ISP-BOUND TRAFFIC AND INTRALATA TOLL TRAFFIC

11.1 In SBC MISSOURI each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These terminating recordings are the basis for each Party to generate bills to the originating carrier.

11.1.1 Where a CLEC terminating traffic to its switch, CLEC is not technically capable of billing the originating carrier through the use of terminating records, SBC MISSOURI will provide the terminating CLEC the appropriate call records that will allow the terminating CLEC the ability to directly bill the proper intercarrier compensation charges to the originating carrier.

11.1.2 Where CLEC is using terminating recordings to bill intercarrier compensation, SBC MISSOURI will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party telecommunications carrier using an SBC MISSOURI non-resale offering whereby SBC MISSOURI provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.

11.2 ISP-Bound Traffic will be calculated using the 3:1 Presumption as outlined in Sections 1.5.5 and 1.6.4 above.

11.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

11.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12. INTENTIONALLY OMITTED

13. SWITCHED ACCESS TRAFFIC

13.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC MISSOURI's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate

switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

13.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 13.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 13.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

13.3 Notwithstanding any other provision of this Agreement, the Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic"), in accordance with this section. IS Traffic is defined as traffic that undergoes a net protocol conversion, as defined by the FCC, between the calling and called parties, and/or traffic that features enhanced services that provide customers a capability for generating, acquiring storing, transforming, processing, retrieving, utilizing, or making available information. The Parties shall exchange IS Traffic over the same interconnection trunk groups used to exchange local traffic. In addition to other jurisdictional factors the Parties may report to one another under this Agreement, the Parties shall report a Percent Enhanced Usage ("PEU") factor on a statewide basis or as otherwise determined by CLEC at its sole discretion. The numerator of the PEU factor shall be the number of minutes of IS Traffic sent to the other Party for termination to such other Party's customers. The denominator of the PEU factor shall be the total combined number of minutes of traffic, including IS Traffic, sent over the same trunks as IS Traffic. Either Party may audit the other Party's PEU factors pursuant to the audit provisions of this Agreement. The

Parties shall compensate each other for the exchange of IS Traffic applying the same rate elements used by the Parties for the exchange of ISP-bound traffic whose dialing patterns would otherwise indicate the traffic is local traffic. This compensation regime for IS Traffic shall apply regardless of the locations of the calling and called parties, and regardless of the originating and terminating NPA/NXXs.

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 CLEC under this Agreement, and the requirements associated therewith. SBC MISSOURI will offer these Ancillary Functions to CLEC on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

2.0 Collocation

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

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

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

APPENDIX COLLOCATION

1.0 SBC MISSOURI will provide caged, shared caged, common caged, cageless, and other physical collocation arrangements within its Eligible Structures, and where space is Legitimately Exhausted inside an Eligible Structure, SBC MISSOURI will provide adjacent space for on-site collocation, and interconnection facilities to access unbundled network elements through adjacent off-site collocation, for physical collocation as set forth in Section 2 of the Missouri Local Access Tariff entitled "Physical Collocation."

2.0 In addition, SBC MISSOURI will provide virtual collocation wherein SBC MISSOURI maintains and repairs the collocation equipment consistent with the terms of Section 3 of the Missouri Local Access Tariff entitled "Virtual Collocation." In CEVs, huts and cabinets where physical collocation space is not available, the Collocator may opt for virtual collocation where the Collocator maintains and repairs the virtually collocated equipment consistent with the terms of the Missouri Local Access Tariff. SBC MISSOURI may, at its option, elect to offer this maintenance alternative in one or more of its central offices, and in one or more of its CEVs, huts and cabinets where physical collocation space is available consistent with the terms of the Missouri Local Access Tariff.

3.0 CLEC shall be permitted, at its option, to place its own BDFB in its physical collocation space; however, SBC may reject such installation if the structural integrity of the collocated space is jeopardized.

4.0 Tracking and Billing CLEC's Power Usage

4.1 CLEC represents and warrants that it at no time will draw more than 50% of the combined total capacity of the DC power leads (in amperes or "AMPs") provided by SBC OKLAHOMA for a collocation arrangement (the combined total capacity being the aggregate capacity of both leads for that collocation arrangement, including all "A" AMPs and all "B" AMPs). Based upon CLEC's representation and warranty, SBC shall bill CLEC for DC collocation power consumption and HVAC as follows:

(a) For DC collocation power consumption, a monthly recurring rate of $10.61 per AMP applied to fifty percent (50%) of the total capacity ordered and provisioned per the collocation application, and
(b) For HVAC, a monthly recurring rate of $14.62 per 10 AMPs, applied to fifty percent (50%) of the total provided capacity.

By way of example, where SBC MISSOURI has provisioned two (2) twenty (20) AMP DC power leads [for a combined total capacity of forty (40) AMPs], SBC shall bill the CLEC the monthly recurring DC Power Consumption charge of $10.61 per AMP for a total of twenty (20) AMPs (i.e., $212.20 per month), and SBC MISSOURI shall bill CLEC the monthly recurring HVAC charge of $14.621 per-each-ten (10) AMPs applied against twenty (20) AMPs (i.e., $29.24 per month).

4.1.1 SBC MISSOURI has the right to periodically inspect and/or, using non-intrusive methods, to test the amount of DC power CLEC actually draws. In the event CLEC is found to have breached the representation and warranty set forth in paragraph 4.1, the Parties shall resolve the issue using the dispute resolution procedures applicable to this Agreement.

5.0 COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

5.1 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted

(A) Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using a Company approved Tier 1 or Tier 2 vendor.

(B) Remove Collocator's equipment from the Physical Collocation space, using a Company approved Tier 1 or Tier 2 vendor;

(C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

(D) Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of section 5.1.5, using a Company approved Tier 1 vendor;

(E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an SBC approved Tier 1 or Tier 2 vendor.

5.1.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the company will perform those tasks. Collocator will pay for those tasks, through rate elements listed in 5.5.1

5.1.2 If the Collocator fails to complete the items identified in 5.1 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the Company may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by SBC, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold the Company harmless from the failure to return any equipment, property or other items.

5.1.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's Company approved Tier 1 vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the Company confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment resigning in the Central Office.

5.2 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per section 5.1, the Collocator ("Exiting CLEC") may reassign the Physical Collocation Arrangement to another CLEC ("CLEC Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of the Company. In order to request consent to assign a Physical Collocation Arrangement, either the CLEC Assignee or Exiting CLEC may submit a Collocation Application on behalf of both the Exiting CLEC and CLEC Assignee, Space Reassignment shall be subject to the following terms and conditions:

5.2.1 CLEC Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA.

5.2.2 Exiting CLEC will be liable to pay all nonrecurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the Company turns over the Physical Collocation Arrangement to the CLEC Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The Company's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. CLEC Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the Company makes available the Physical Collocation Arrangement to the CLEC Assignee.

5.2.3 An Exiting CLEC may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all CLECs on the waiting list above the CLEC Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting CLEC's assets.

5.2.4 CLEC Assignee will defend and indemnify the Company from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment;

5.2.5 CLEC Assignee or the Exiting CLEC shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, CLEC Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-Company equipment and other items in or otherwise associated with each Physical Collocation Arrangement. CLEC Assignee further agrees to indemnify and hold the Company harmless from any third-party claims involving allegations that CLEC Assignee does not hold proper title to such non-Company equipment and other items.

5.2.6 The Company will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. CLEC Assignee must pay 100% of all non-recurring charges in the price quote before the Company begins to convert the Physical Collocation Arrangement being reassigned. Once CLEC Assignee has paid 100% of all such non-recurring charges, the Company shall finish the work to convert the space within thirty (30) calendar days. The Company and CLEC Assignee will coordinate all conversion work to insure that the end user customers of CLEC Assignee do not suffer disruptions of service.

5.2.7 CLEC Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then CLEC Assignee may submit a security application for access at any time and the terms and conditions as provided in this Agreement will apply. In no event will the security cards be provided to the CLEC Assignee before the assigned space is turned over.

5.2.8 CLEC Assignee assumes each Physical Collocation Arrangement "as is" which means that the Company will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by CLEC Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

5.2.9 This section 5.2 does not affect any obligations arising outside of this Agreement.

5.3 Power Reduction

5.3.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by fusing down the amperage on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the Company power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

5.3.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Agreement. Different minimum amp increments apply for power arrangements fed from either a Company BDFB or a Company Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in section 5.5.3 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

5.3.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the Company BDFB (i.e. power arrangements consisting of a 50 amp A feed and a 50 amp B feed and below) the Collocator must hire a Company approved power vendor to coordinate fuse changes at the Company BDFB. Applicable fees referenced in section 5.5.4 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the Company Power Plant (i.e. power arrangements consisting of a 100 amp A feed and a 100 amp B feed and above), the Company shall coordinate the fuse changes at the Company Power Plant.

5.3.4 When a power reduction request requires disconnecting and removing a power cable feed from either the Company's BDFB or Power Plant, the Company will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in section 5.5.3 will apply,

Within 30 days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity.

(A) Remove terminations at both ends of the power cable feed and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

5.3.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of 50 amps on the A feed and 50 amps on the B feed and a second power arrangement consisting of 20 amps on the A feed and 20 amps on the B feed), the Collocator has the option of either fusing down the 50 amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the 50 amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in section 5.5.3 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from 50 amps (A&B feed) to 20 amps (A&B feed) and remove the power cable from a second power arrangement from 50 amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in section 5.5.3 will apply in addition to the individual charges referenced in either section 5.5.3, or 5.5.4 associated with the overall power reduction request.

5.3.6 For any power reduction request (one which involves either a disconnect and removal, refusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in section 5.5. The same augment intervals that are outlined in this Agreement for adding power will apply to power reduction requests.

5.4 Interconnection Termination Reduction

5.4.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment. The same augment intervals that are outlined in this Agreement for adding interconnection terminations will apply to interconnection termination reductions.

5.4.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The Company will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in section 5.5.5 will apply,. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity.

(A) Remove terminations at both ends of the interconnection cable and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

5.5 Rate Element Descriptions

5.5.1 Rate Element Descriptions for Complete Space Discontinuance

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Complete Space Discontinuance – Reflects the Company's labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the Company engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.

C. Remove Fiber Jumpers – Remove four fiber jumpers from the Fiber Troughing Duct.

D. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

E. Remove VF/DS0 Cable – Remove cable sheaths totaling 100 pairs and each 100 pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

F. Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of 28 DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

G. Remove DS3 Cable (Coax) – Remove two coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

H. Remove Timing Cable – Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

I. Remove Power Cable – Distribution from the Company BDFB (60 amp A feed and 60 amp B feed & below power arrangements) – Remove 4 power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

J. Remove Power Cable – Distribution from the Company Power Board (100 amp A feed and 100 amp B feed & above) – Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

K. Remove Cage Grounding Material – Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

L. Remove Fiber Entrance Cable – Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.

M. Restore Floor Tile - Standard Bay - Remove floor tile & Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean & Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

N. Restore Floor Tile – Non-Standard Bay - Remove floor tile & Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean & Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

5.5.3 Rate Element Descriptions for Space Reassignment

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "CLEC Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting CLEC." The charge reflects the Company's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.

C. Restencil DS0/DSL Block – The charge to remove/change stenciling on MDF or IDF per 100 pair blocks.

D. Restencil DS1 Block– The charge to remove/change stenciling on DSX1 panel per 28 DS1s.

E. Restencil DS3 Block – The charge to remove/change stenciling on DSX3 panel per DS3.

F. Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per 12 pair cable.

G. Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per 4 fiber jumpers.

H. Restencil Power – The charge to remove/change stenciling on power source and tag power cables per 1-4 fuses.

I. Restencil Timing – The charge to remove/change stenciling on timing source and tag timing cables per two cable feeds.

J. Timing Record Book Update – The charge to update timing records when changes/removals occur.

K. Interconnection Records Update – The charge to update interconnection records when changes/removals occur.

L. Power Records Update – The charge to update power records when changes/removals occur.

M. Vendor Engineering – The labor costs for the Company Vendor to write the specifications to perform the restenciling job including travel time and site visit.

5.5.4 Rate Element Descriptions for Power Reduction (cable removal)

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Power Reduction (cable removal) - Reflects the Company's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.

C. Remove Power Cable – Distribution from the Company BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – Remove 4 power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

D. Remove Power Cable – Distribution from the Company Power Board (100 amp A feed and 100 amp B feed and above) – Remove 4 power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

5.5.4 Rate Element Descriptions for Power Reduction (refusing only)

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Power Re-Fusing Only at the Company BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects the Company's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at the Company BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at the Company BDFB.

C. Project Management Fee – Power Re-Fusing Only at the Company Power Board (100 amp A feed and 100 amp B feed & above power arrangements) - Reflects the Company's labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at the Company Power Board. This fee is applicable when the Company is coordinating the fuse reduction at the Company Power Board.

D. Power Fuse Reductions on the Company BDFB (50 amp A feed and 50 amp B feed & below power arrangements) – The charge for the Company to tag cables and update Central Office power records associated with the fuse change on the Company BDFB per 1-4 fuses. This fee applies when the Collocator performs the fuse change at the BDFB.

E. Power Fuse Reductions on the Company Power Board (100 amp A feed and 100 amp B feed & above power arrangements) - The charge for the Company to change the fuse at the Company power board, tag cables and update Central Office power records associated with fuse change on the Company Power Board per 1-4 fuses.

5.5.7 Rate Element Descriptions for Interconnection Termination Reduction

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Interconnection Termination Reduction – The charge reflects the Company's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.

C. Remove VF/DS0 Cable – Remove cable sheaths totaling 100 pairs and each 100 pair connecting block from the Company Main Distribution Frame to the Physical Colloction Arrangement.

D. Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of 28 DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

E. Remove DS3 Cable (Coax) – Remove two coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

F. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

G. Remove Fiber Jumpers - Remove four fiber jumpers from the Fiber Troughing Duct.

Note 1 for Material: Cable scrap boxes are designed for cable cut into 3 foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

6.0 COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

This section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction for Virtual Collocation.

6.1 Complete Space Discontinuance

The Collocator may discontinue an existing Virtual Collocation which may include bay space and interconnection facilities (e.g. power, timing, grounding, and interconnection) terminating in the Virtual Collocation Arrangement. The Collocator is required to provide a complete and accurate Virtual Collocation Application requesting to discontinue the Virtual Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Virtual Collocation application was submitted:

(A) Remove Collocator's equipment from the Virtual Collocation Arrangement using a Company approved Tier 1 or Tier 2 vendor

(B) Remove terminations at both ends of cable (e.g., power, timing, grounding, and interconnection) and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

(C) Remove Collocator's entrance cable between the Virtual Collocation Arrangement and the first manhole in accordance with the provisions of this Agreement.

(D) Remove Collocator's miscellaneous items from the Virtual Collocation Arrangement, using a Company approved Tier 1 or Tier 2 vendor.

6.1.1 For complete space discontinuance of a Virtual Collocation Arrangement, the Collocator will not be responsible for cable mining (removal). Instead the Company will perform those tasks. Collocator will pay for those tasks through rate elements listed in 6.5.1

6.1.2 If the Collocator fails to complete the items identified in 6.1 within thirty (30) calendar days after discontinuance of termination of the Virtual Collocation Arrangement, the Company may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by the Company, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and

expense, and the Collocator will hold the Company harmless from the failure to return any equipment, property or other items.

6.1.3 When discontinuance of the Virtual Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's Company approved Tier 1 vendor is responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the Company confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

6.2 Space Reassignment

In lieu of submitting an application request to discontinue a Virtual Collocation Arrangement section 6.1, the Collocator ("Exiting CLEC") may reassign the Virtual Collocation Arrangement to another CLEC ("CLEC Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Virtual Collocation Arrangement may not occur without the written consent of the Company. In order to request consent to reassign a Virtual Collocation Arrangement, either the CLEC Assignee or Exiting CLEC may submit a Virtual Collocation Application on behalf of both the Exiting CLEC and CLEC Assignee. Space Reassignment shall be subject to the following terms and conditions:

6.2.1 CLEC Assignee must, as of the date of submission of the Virtual Collocation Application have an approved ICA or an effective interim ICA.

6.2.2 Exiting CLEC will be liable to pay all nonrecurring and monthly recurring collocation charges on each Virtual Collocation Arrangement to be reassigned until the date the Company turns over the Virtual Collocation Arrangement to the CLEC Assignee. The Company's obligation to turn over the Virtual Collocation Arrangement shall not arise until all such charges are paid.

6.2.3 An Exiting CLEC may not reassign Virtual Collocation space in a central office where a collocation waiting list exists for Virtual Collocation, unless all CLECs on the waiting list above the CLEC Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger, or complete purchase of the Exiting CLEC's assets.

6.2.4 CLEC Assignee will defend and indemnify the Company from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the assignment of any Virtual Collocation Arrangement(s) or otherwise claims a right to the space subject to the assignment.

6.2.5 CLEC Assignee or the Exiting CLEC shall submit one (1) complete and accurate application for each Virtual Collocation Arrangement. By submitting an application for a Virtual Collocation Arrangement, CLEC Assignee represents, warrants and agrees that it has obtained an executed sale or lease agreement for, and holds proper title to all non-Company equipment and other items in or otherwise associated with each Virtual Collocation Arrangement. CLEC Assignee further agrees to indemnify and hold the Company harmless from any third-part claims involving allegations that CLEC Assignee does not hold proper title to such non-Company equipment and other items.

6.2.6 The company will respond to the Virtual Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay 100% of all non-recurring charges in the price quote before the Company begins to convert the Virtual Collocation Arrangement being reassigned. Once CLEC Assignee has paid

100% of all such non-recurring charges, the Company shall finish the work to convert the space within thirty (30) calendar days. The Company and CLEC Assignee will coordinate all conversion work to insure that the end-user customers of CLEC Assignee do not suffer disruptions of service. Such non-recurring charges will include some or all of the following: an application fee, project management fee, and all applicable restenciling fees reference in sections 6.5.2 and 6.6.2.

6.2.7 CLEC Assignee assumes each Virtual Collocation Arrangement "as is" which means that the Company will make no changes to the Virtual Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Virtual Collocation Arrangement must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

6.2.8 This section 6.2 does not affect any obligations arising outside of this Collocation Agreement.

6.3 Power Reduction

6.3.1 The Collocator may request to decrease the amount of existing power available to a Virtual Collocation Arrangement.

6.3.2 This can be done either by disconnecting and removing a power cable feed or by fusing down the amperage on a power cable feed. If the Collocator desires to disconnect a power arrangement (A and B feed), the Collocator will be responsible for paying the costs to remove the A and B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuses that serve the A and B feeds at the Company Battery Distribution Fuse Bay (BDFB). In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A and B feed) to service their Virtual Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

6.3.3 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A and B feed) rather than disconnect and remove cable to an existing power arrangement, Collocator may only reduce the fuse size to the lowest power amp increment offered in this Agreement . When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in section 6.5.4 will apply. When the Collocator has only one power arrangement (A and B feed) serving their Virtual Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

6.3.4 When a power reduction request involves a fuse change only on a power arrangement serviced from the Company BDFB (i.e. power arrangement consisting of a 50 amp A feed and a 50 amp B feed and below), the Collocator must hire a Company approved power vendor to coordinate fuse changes at the Company BDFB. Applicable fees referenced in section 6.5.4 will still apply.

6.3.5 When a power reduction request requires disconnecting and removing a power cable feed from the Company's BDFB, the Company will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 6.5.3 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this

procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

6.3.6 When the Collocator has multiple power arrangements serving a Virtual Collocation Arrangement (i.e., one power arrangement consisting of 50 amps on the A feed and 50 amps on the B feed and a second power arrangement consisting of 20 amps on the A feed and 20 amps on the B feed), the Collocator has the option of either fusing down the 50 amp power arrangement (A and B feed) or disconnecting and removing the power cable feed from the 50 amp power arrangement (A and B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A and B feed), then the charges referenced in section 6.5.3 will apply. If the Collocator has multiple power arrangements (A and B feed) where they can request both a fuse reduction and a power cable removal for one Virtual Collocation Arrangement [i.e. reduce one power arrangement from 50 amps (A and B feed) to 20 amps (A and B feed) and remove the power cable from a second power arrangement from 50 amps (A and B feed) to 0 amps (A and B feed)], then the project management fee for power cable removal referenced in section 6.5.3 will apply in addition to the individual charges referenced in either section 6.5.3 or 6.5.4 associated with the overall power reduction request.

6.3.7 For any power reduction request (one which involves either a disconnect and removal, refusing only, or a combination of the two, the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in section 6.5. The same augment intervals that are outlined in this Agreement for adding power will apply to power reduction requests.

6.4 Interconnection Termination Reduction

6.4.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Virtual Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one of the following minimum required interconnection arrangement authorized in Section 3.13.1. The same augment intervals that are outlined in this Agreement for adding interconnection terminations will apply to interconnection termination reductions.

6.4.2 Interconnection termination reduction requests will also require the disconnection and removal of interconnection cable. The Company will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in section 6.5.5 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Virtual Colloction Arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the interconnection cable and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

6.5 Rate Element Descriptions

6.5.1 Complete Space Discontinuance

(A) Application Fee – The charge assessed by the Company to process the Collocator's application for Virtual Collocation Arrangements.

(B) Project Management Fee – Complete Space Discontinuance – Reflects the Company's labor costs to project manage the complete discontinuance of the CLEC's Virtual Collocation Arrangement. The labor costs include the Company engineering for planning design of space restoration, equipment removal, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.

(C) Remove Fiber Jumpers – Remove four fiber jumpers from the Fiber Troughing Duct.

(D) Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove VF/DS0 Cable – Remove cable sheaths totaling 100 pairs and each 100 pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(F) Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of 28 DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove DS3 Cable (Coax) – Remove two coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(H) Remove Timing Cable – Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(I) Remove Power Cable – Distribution from the Company BDFB (60 amp A feed and 60 amp B feed and below power arrangements) – Remove 4 power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

(J) Remove Fiber Entrance Cable – Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.

6.5.2 Space Reassignment

(A) Application Fee – The charge assessed by the Company to process the Collocator's application for Virtual Collocation Arrangements.

(B) Project Management Fee – Space Assignment - This fee applies to Space Assignment request when a "Collocator Assignee" chooses to assign the rights to a Virtual Collocation Arrangement from an "Exiting Collocator." The charge reflects the Company's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Virtual Collocation Arrangement.

(C) Restencil DS0/DSL Block – The charge to remove/change stenciling on MDF or IDF per 100 pair blocks.

(D) Restencil DS1 Block– The charge to remove/change stenciling on DSX1 panel per 28 DS1s.

(E) Restencil DS3 Block – The charge to remove/change stenciling on DSX3 panel per DS3.

(F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per 12 pair cable.

(G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per 4 fiber jumpers.

(H) Restencil Power – The charge to remove/change stenciling on power source and tag power cables per 1-4 fuses.

(I) Restencil Timing – The charge to remove/change stenciling on timing source and tag timing cables per two cable feeds.

(J) Timing Record Book Update – The charge to update timing records when changes/removals occur.

(K) Interconnection Records Update – The charge to update interconnection records when changes/removals occur.

(L) Power Records Update – The charge to update power records when changes/removals occur.

(M) Vendor Engineering – The labor costs for the Company vendor to write the specifications to perform the restenciling job including travel time and site visit.

6.5.3 Power Reduction (cable removal)

(A) Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee – Power Reduction (cable removal) - Reflects the Company's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Virtual Collocation Arrangement.

(C) Remove Power Cable – Distribution from the Company BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – Remove 4 power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

6.5.4 Power Reduction (refusing only)

(A) Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee – Power Re-Fusing Only at the Company BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - Reflects the Company's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at the Company BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at the Company BDFB.

(C) Power Fuse Reductions on the Company BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – The charge for the Company to tag cables and update Central Office power records associated with the fuse change on the Company BDFB per 1-4 fuses. This fee applies when the Collocator performs the fuse change at the BDFB.

6.5.7 Interconnection Termination Reduction

(A) Application Fee – The charge assessed by the Company to process the Collocator's application for Virtual Collocation Arrangements.

(B) Project Management Fee – Interconnection Termination Reduction – The charge reflects the Company's labor costs to project manage the changes/removals and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Virtual Collocation Arrangement.

(C) Remove VF/DS0 Cable – Remove cable sheaths totaling 100 pairs and each 100 pair connecting block from the Company Main Distribution Frame to the Virtual Collocation Arrangement.

(D) Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of 28 DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove DS3 Cable (Coax) – Remove two coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop

material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(F) Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove Fiber Jumpers - Remove four fiber jumpers from the Fiber Troughing Duct.

Note 1 for Material: Cable scrap boxes are designed for cable cut into 3 foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

APPENDIX POLES, CONDUITS, AND RIGHTS-OF-WAY

MASTER AGREEMENT FOR ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

This Appendix is made by and between Southwestern Bell Telephone, L.P. d/b/a SBC MISSOURI ("SBC MISSOURI") and CLEC LEGAL NAME ("CLEC"). As provided in this Appendix, SBC MISSOURI will provide CLEC nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SBC MISSOURI and located in this state.

ARTICLE 1: PARTIES

1.01 Southwestern Bell Telephone, L.P. d/b/a SBC MISSOURI ("SBC MISSOURI") is a Texas Limited Partnership. SBC MISSOURI'S principal office is located at 530 McCullough, San Antonio, Texas 78215.

1.02 CLEC Legal Name. CLEC Legal Name ("CLEC") is a corporation chartered in the State of STATE. CLEC maintains an office at (spell out street names and state) example: 123 South Main Street Boulevard (address), Dallas (city), Texas (state), zip75202. CLEC is more fully described in EXHIBIT II ("Identification of CLEC").

ARTICLE 2: PURPOSE OF APPENDIX

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, states that each local exchange carrier has the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996. The primary purpose of this Appendix is to set forth the basic rates, terms, conditions, and procedures under which CLEC shall have access to SBC MISSOURI'S poles, ducts, conduits, and rights-of-way SBC MISSOURI shall provide CLEC with nondiscriminatory access to poles, ducts, conduits, or rights-of-way owned solely or in part by it, or controlled by it, as the term "nondiscriminatory access" is defined in the Telecommunications Act of 1996. This Appendix is intended by the parties to implement, rather than abridge, their respective rights and remedies under federal and state law.

2.01 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Appendix shall be construed as precluding CLEC from having such additional access to SBC MISSOURI'S poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between CLEC and SBC MISSOURI relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Appendix does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

3.01 Definitions In General. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

3.02 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy stand which connects the anchor to the pole.

3.03 Appendix. When capitalized, the term "Appendix" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Appendix" includes all appendices, attachments, and addenda to this Appendix.

3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Article 8 of this Appendix.

3.05 Authorized contractor. "Authorized contractors" are contractors selected by CLEC who may, subject to CLEC's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SBC MISSOURI or persons acting on SBC MISSOURI'S behalf. As used in this Appendix, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on CLEC's behalf or other contractors who may be selected by CLEC to perform work on CLEC's behalf without SBC MISSOURI'S approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by CLEC and SBC MISSOURI to perform one or more of the following tasks within a specified SBC MISSOURI construction district: (a) installation of those sections of CLEC's ducts or facilities which connect to SBC MISSOURI'S conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those SBC MISSOURI construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SBC MISSOURI construction district constitute approval of such authorized contractor for the area served by a different SBC MISSOURI construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SBC MISSOURI construction districts in which the work is to be performed.

3.06 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by SBC MISSOURI, maintenance ducts shall not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by SBC MISSOURI shall be deemed available for assignment.

3.07 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Appendix shall be construed as a grant of access to cables attached to SBC MISSOURI'S poles or placed in SBC MISSOURI'S ducts, conduits, or rights-of-way.

3.08 Conduit. The term "conduit" refers to all SBC MISSOURI conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by SBC MISSOURI, including the re-enterable manholes and handholes used to connect ducts and provide access to the cables,

wires, and facilities within the ducts. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SBC MISSOURI structures (such as huts and cabinets) which branch off from SBC MISSOURI conduit.

3.09 Conduit occupancy. The term "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other within any part of SBC MISSOURI'S conduit system.

3.10 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" refers only to conduit systems owned, or controlled by SBC MISSOURI and does not include (a) cables and other telecommunications equipment located within conduit structures, (b) central office vaults, controlled environment vaults, or other SBC MISSOURI structures (such as huts and cabinets) which branch off from SBC MISSOURI conduit or (c) isolated pipe and ducts not connected to the conduit system.

3.11 Construction District. The term "construction district" refers to the SBC MISSOURI organization responsible for outside plant construction in a specified geographic area. The term "construction district" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.

3.12 Cost/Cost-based. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

3.13 Duct. The term "duct" refers to all SBC MISSOURI ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a duct is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term "duct" refers only to ducts owned or controlled by SBC MISSOURI and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

3.14 Exhibit. The capitalized term "EXHIBIT" refers to one of the following exhibits to this Appendix.

EXHIBIT I:	Pole and Conduit Attachment Rates
EXHIBIT II:	Identification of CLEC
EXHIBIT III:	Administrative Forms and Notices
SW-9433:	Pole Attachments
SW-9434:	Access Application and Make-Ready Authorization Work
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by CLEC

SW-9436C:	Notification of Unauthorized Attachments by CLEC
EXHIBIT IV:	Insurance Requirements
EXHIBIT V:	Nondisclosure Agreement
EXHIBIT VII:	Notices to SBC MISSOURI
EXHIBIT VIII:	Identification of Utility Liaison Supervisor (ULS)

3.15 Facilities. The terms "facility" and "facilities" refer to any property, equipment, or items owned or controlled by any person or entity.

3.16 FCC. The acronym "FCC" refers to the Federal Communications Commission.

3.17 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

3.18 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of SBC MISSOURI'S conduit system and does not refer to handholes which provide access to buried cables not housed within SBC MISSOURI ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by SBC MISSOURI and does not include cables and other telecommunications equipment located within handhole structures.

3.19 This Section Intentionally Left Blank.

3.20 Interconnection agreement. The term "interconnection agreement" refers to the interconnection agreement, if any, to which this Appendix has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.

3.21 Jacket. The term "jacket" refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Appendix, the term "jacket" refers to the outermost sheath or jacket of a cable.

3.22 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with SBC MISSOURI permitting it to attach its facilities to SBC MISSOURI'S poles or anchors or place its facilities in SBC MISSOURI conduit system.

3.23 License. The term "license" refers to a written instrument confirming that SBC MISSOURI has afforded CLEC or another joint user access to specific space on or within a pole, duct, conduit, or right-of-way owned or controlled by SBC MISSOURI in accordance with applicable federal and state laws and regulations. The term "license" includes licenses issued by SBC MISSOURI pursuant to this Appendix and may, if the context requires, refer to licenses issued by SBC MISSOURI prior to the date of this Appendix.

3.24 Local service provider ("LSP"). The terms "local service provider" and "LSP" refer to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Appendix, these terms include SBC MISSOURI.

3.25 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used by SBC MISSOURI and joint users (including CLEC) on a short-term basis for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including SBC MISSOURI, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Appendix and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Appendix. No more than one full-sized duct within any given conduit system cross-section shall be designated by SBC MISSOURI as the maintenance duct. In those locations where, on the effective date of this Appendix, there is not a full-sized duct available to be used as a maintenance duct, SBC MISSOURI will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from a SBC MISSOURI manhole to customer premises. Maintenance ducts shall not be considered "available" (as defined in Section 3.06) for assignment to SBC MISSOURI, CLEC, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that SBC MISSOURI may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in SBC MISSOURI outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SBC MISSOURI poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of CLEC's facilities. Make-ready work does not include the actual installation of CLEC's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required to accommodate CLEC's facilities (as contrasted from work performed on SBC MISSOURI'Ss behalf in furtherance of SBC MISSOURI'Ss own business needs, or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of SBC MISSOURI'Ss facilities (including, but not limited to, conduits, ducts, handholes and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole or right-of-way usable for the initial placement of CLEC's facilities. All splicing and associated wire work related to any make ready request will be completed by the owner of the facilities involved. The cost for performing this work will be paid for by the party requiring the make ready.

3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a structure similar in function to a manhole, but which is usually too small for personnel to enter. As used in this Appendix, the term "manhole" refers only to manhole structures owned or controlled by SBC MISSOURI and does not include cables and other telecommunications equipment located within manhole structures.

3.28 Occupancy. The term "occupancy" refers to the physical presence of facilities on a pole, in a conduit or duct, or within a right-of-way.

3.29 Overlashing. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing spinning wire over both existing cables and existing strands supporting those cables or inner ducts.

3.30 Person acting on CLEC's behalf. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms specifically include, but are not limited to, CLEC, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by CLEC and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by CLEC to perform make-ready work shall be deemed to be a person acting on CLEC's behalf while performing such work at CLEC's request.

3.31 Person acting on SBC MISSOURI behalf. The terms "person acting on SBC MISSOURI behalf," "personnel performing work on SBC MISSOURI'S behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on SBC MISSOURI'S behalf," "personnel performing work on SBC MISSOURI'S behalf," and similar terms specifically include, but are not limited to, SBC MISSOURI, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of SBC MISSOURI and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by SBC MISSOURI to perform make-ready work shall be deemed to be a person acting on SBC MISSOURI'S behalf while performing such work at SBC MISSOURI'S request.

3.32 Pole. The term "pole" refers to all SBC MISSOURI poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term "pole" refers only to utility poles and anchors which are either owned or controlled by SBC MISSOURI and does not include cables and other telecommunications equipment attached to pole structures.

3.33 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term "pole attachment" refers to "any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility." In this Appendix, except as the context otherwise requires, the term "pole attachment" refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by SBC MISSOURI. The term "pole attachment" includes all such facilities attached to or supported by a SBC MISSOURI pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, CLEC's pole attachments occupying the same usable space (or otherwise associated with facilities occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.

3.34 Pole Attachment Act. The term "Pole Attachment Act" refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.

3.35 Pre-license survey. The term "pre-license survey" refers to work and activities performed or to be performed by SBC MISSOURI or by persons acting on SBC MISSOURI'S behalf for the primary purpose of:

(a) confirming or determining the existing availability and capacity of a pole duct, conduit, or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to CLEC's application;

(b) confirming or determining the extent, if any, to which modifications to SBC MISSOURI'S poles, ducts, conduits, or rights-of-way are required to accommodate CLEC's facilities;

(c) confirming or determining what make-ready work, if any, will be required to prepare SBC MISSOURI'S poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and

(d) estimating the costs, if any, that CLEC will be required to pay for any such make-ready work or facilities modifications.

3.36 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by CLEC or persons acting on behalf of CLEC for the primary purpose of enabling CLEC to determine:

(a) whether SBC MISSOURI'S poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for CLEC's intended use;

(b) the extent, if any, to which modifications of SBC MISSOURI'S poles, ducts, conduits, or rights-of-way will be proposed by CLEC to expand the capacity of SBC MISSOURI'S poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and

(c) what make-ready work, if any, is required to prepare the poles, conduits, or conduit system to accommodate CLEC's facilities.

3.37 Primary point of contact. The term "primary point of contact" refers to the persons designated by CLEC and SBC MISSOURI, respectively, to coordinate arrangements for CLEC's access to SBC MISSOURI'S poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. SBC MISSOURI'S designated primary point of contact shall be the Utility Liaison Supervisor unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between CLEC and the Utility Liaison Supervisor.

3.38 Rights-of-way. As used in this Appendix, the term "rights-of-way" refers generally to legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include, but are not limited to public rights-of-way authorizing SBC MISSOURI to locate facilities on, under, or over public lands and roadways servitudes created by private easements or obtained through the exercise of eminent domain authority enabling SBC MISSOURI to pass over, place facilities on, and have rights of ingress and egress to the and of another. Rights-of-way also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by SBC MISSOURI'S facilities.

3.39 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.

3.40 Spinning. The term "spinning" refers to a method of attaching a cable or inner-duct to a supporting strand. "Spinning" is sometimes referred to as "lashing."

3.41 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of MISSOURI.

3.42 State Commission. The term "State Commission" refers to the MISSOURI Corporation Commission.

3.43 Strand. The term "strand" refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term "strand" includes, but is not limited to, strands

sometimes referred to as "anchor strands," "anchor/guy strands," "down guys," "guy strands," "pole-to-pole guys," and "messengers."

3.44 Telecommunications Act of 1996. The term "Telecommunications Act of 1996" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.

3.45 Third party. The terms "third party" and "third parties" refer to persons and entities other than the parties to this Appendix (that is, persons and entities other than CLEC and SBC MISSOURI).

3.46 Utility Liaison Supervisor ("ULS"). The terms "Utility Liaison Supervisor" and "ULS" refer to the person or persons designated by SBC MISSOURI to be responsible for handling and processing requests for access to SBC MISSOURI'S poles, ducts, conduits, and rights-of-way in this State. The term "ULS" connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Appendix or in the parties' interconnection agreement, if any, the ULS shall serve as CLEC's single point of contact for arranging access to SBC MISSOURI'S poles, ducts, conduits, and rights-of-way and access to SBC MISSOURI'S records relating to SBC MISSOURI'S poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in EXHIBIT VIII.

3.47 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, SBC MISSOURI'S conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.

3.48 "Vicinity of ...." When used in terms such as "vicinity of SBC MISSOURI'S conduit system," "vicinity of SBC MISSOURI'S poles," "vicinity of SBC MISSOURI'S rights-of-way," or "vicinity of SBC MISSOURI'S poles, ducts, conduits, or rights-of-way," the term "vicinity of ..." includes sites on, within, near to, surrounding, or adjoining SBC MISSOURI'S poles, ducts, conduits, and rights-of-way. These sites include, but are not limited to, all sites within a distance of 10 feet of any SBC MISSOURI pole, duct, conduit, or right-of-way.