

ARTICLE 16: INSPECTION BY SBC MISSOURI OF CLEC'S FACILITIES

- 16.01 SBC MISSOURI'S Right to Make Periodic or Spot Inspections. SBC MISSOURI shall have the right, but not the duty, to make periodic or spot inspections at any time of CLEC's facilities attached to SBC MISSOURI'S poles or placed within SBC MISSOURI'S ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to SBC MISSOURI'S poles or placed in SBC MISSOURI'S conduit system are in compliance with the terms of this Appendix and licenses hereunder).
- (a) If Attaching Party's facilities are in compliance with this Agreement, there will be no charge incurred by CLEC for the periodic inspection. If CLEC's facilities are not in compliance with this Agreement, SBC MISSOURI may charge Attaching Party for the inspection. The cost of Periodic Inspections will be paid by the Attaching Parties with 2% or greater of their attachments in violation. The amount paid by CLEC shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- (b) If the inspection reflects that CLEC's facilities are not in compliance with the terms of this Appendix, CLEC shall within 30 days after notification commence the work to bring its facilities into compliance and shall diligently pursue completion of such work within a mutually agreeable period of time thereafter. CLEC shall notify SBC MISSOURI in writing when the facilities have been brought into compliance. If any make ready or modification work to SBC MISSOURI's Structure is required to bring CLEC's facilities into compliance, CLEC shall provide notice to SBC MISSOURI and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. **(ISSUE # 8)**
- 16.02 Report of Inspection Results. SBC MISSOURI will provide CLEC the results of any inspection of CLEC's facilities performed under Section 16.01 of this Appendix.
- 16.03 Intentionally Left Blank **(ISSUE # 9)**

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 17.01 Facilities to Be Marked. CLEC shall tag or otherwise mark all of CLEC's facilities placed on or in SBC MISSOURI'S poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as CLEC's facilities.
- 17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(c) of this section, SBC MISSOURI may, without notice to any person or entity, remove from SBC MISSOURI'S poles or any part of SBC MISSOURI'S conduit system any untagged or unmarked facilities, including any such facilities owned or used by CLEC, if SBC MISSOURI determines that such facilities are not the subject of any current license authorizing their continued attachment to SBC MISSOURI'S poles or occupancy of SBC MISSOURI'S conduit system and are not otherwise lawfully present on SBC MISSOURI'S poles or in SBC MISSOURI'S conduit system.
- (a) Before removing any such untagged or unmarked facilities, SBC MISSOURI shall first attempt to determine whether the facilities are being used by CLEC or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on SBC MISSOURI'S poles or in SBC MISSOURI'S conduit system.
- (b) SBC MISSOURI shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other

person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.

- (c) If the facilities appear to be facilities which are subject to a current license granted to CLEC under this Appendix, or if the facilities are otherwise lawfully present on SBC MISSOURI'S poles or in SBC MISSOURI'S conduit system, SBC MISSOURI shall give written notice to CLEC requesting CLEC to tag or mark the facilities within 60 days and CLEC shall either tag the facilities within 60-day period, advise SBC MISSOURI in writing of its schedule for tagging the facilities, or notify SBC MISSOURI in writing that it disclaims ownership of or responsibility for the facilities. If CLEC disclaims ownership of or responsibility for the facilities, CLEC shall disclose to SBC MISSOURI the identity of the owner or other party thought by CLEC to be responsible for the facilities.
 - (d) If any of CLEC's facilities for which no license is presently in effect are found attached to SBC MISSOURI'S poles or within any part of SBC MISSOURI'S conduit system or rights-of-way, SBC MISSOURI shall send a written notice to CLEC advising CLEC that no license is presently in effect with respect to the facilities. Within 30 days of receiving such notice, CLEC shall acknowledge receipt of the notice and submit to SBC MISSOURI, in writing, an application for a new or amended license with respect to such facilities. CLEC shall be liable to SBC MISSOURI for all fees and charges associated with the unauthorized attachments. Such fees and charges shall continue to accrue until the unauthorized attachments are removed from SBC MISSOURI poles, conduits or rights-of-way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if CLEC and its predecessors had continuously complied with all applicable SBC MISSOURI licensing requirements. In addition, CLEC shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date CLEC is notified by SBC MISSOURI of the unauthorized attachment or occupancy. CLEC shall also rearrange or remove its unauthorized facilities at SBC MISSOURI'S request to comply with applicable placement standards and shall remove its facilities from any space occupied by or assigned to SBC MISSOURI or another entity within 30 days of receiving notice to do so. CLEC shall pay SBC MISSOURI for all costs incurred by SBC MISSOURI in connection with any rearrangements, modifications or replacements necessitated as a result of the presence of CLEC's unauthorized facilities. All fees and charges associated with the unauthorized attachments shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. If CLEC does not obtain a new or amended license with respect to unauthorized facilities within the specified period of time, SBC MISSOURI shall by written notice advise CLEC to remove its unauthorized facilities within 60 days from the date of notice and CLEC shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, SBC MISSOURI may, at SBC MISSOURI'S option, remove CLEC's facilities at CLEC's expense.
- 17.03 Updating of Plant Location Records. CLEC shall furnish SBC MISSOURI, upon request, with such information as may from time to time be necessary for SBC MISSOURI to correct and update SBC MISSOURI'S pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space.

ARTICLE 18: REMOVAL OF CLEC'S FACILITIES

- 18.01 Responsibility for Removing Facilities. CLEC shall be responsible for and shall bear all expenses arising out of in connection with the removal of its facilities from SBC MISSOURI'S poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.
- (a) CLEC shall give SBC MISSOURI, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of SBC MISSOURI'S conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name, telephone number of the manager responsible for the removal of the facilities, and the estimated dates when the removal of the facilities will begin and end.
 - (b) CLEC shall, if requested by SBC MISSOURI to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by CLEC.
 - (c) Except as otherwise agreed upon in writing by the parties, CLEC must, after removing its facilities, plug all previously occupied ducts at the entrances to SBC MISSOURI'S manholes (if SBC MISSOURI would itself plug the ducts under the same circumstances) in accordance with the standards set by SBC MISSOURI for its operations, provided that such standards have been communicated in writing to CLEC at least 10 days in advance of the removal of CLEC's facilities.
 - (d) CLEC shall be solely responsible for the removal of its own facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of CLEC's facilities from SBC MISSOURI'S poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SBC MISSOURI'S poles, ducts, conduits, or rights-of-way.
 - (e) When CLEC no longer intends to occupy space on a pole or in a conduit CLEC will provide written notification to SBC MISSOURI that it wishes to terminate the license with respect to such space and will remove its facilities from the space described in the notice. Upon removal of CLEC's facilities, the license shall terminate and the space shall be available for reassignment.
- 18.02 Removal of Facilities Not in Active Use. At SBC MISSOURI'S request, CLEC shall remove from SBC MISSOURI'S poles, ducts, conduits, and rights-of-way any of CLEC's facilities which are no longer in active use; provided, however, that CLEC shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. CLEC shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. CLEC shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Appendix. CLEC shall not abandon any of its facilities by leaving them on SBC MISSOURI'S poles, in SBC MISSOURI'S ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to SBC MISSOURI'S poles or any part of SBC MISSOURI'S conduit system, or on any public or private property (other than property owned or controlled by CLEC) in the vicinity of SBC MISSOURI'S poles, ducts, conduits, or rights-of-way.
- 18.03 Removal Following Termination of License. CLEC shall remove its facilities from SBC MISSOURI'S poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to SBC MISSOURI'S poles or the placement of such facilities in SBC MISSOURI'S ducts, conduits, or rights-of-way.

- 18.04 Removal Following Replacement of Facilities. Except as provided in Section 18.02, CLEC shall remove facilities no longer in service from SBC MISSOURI'S poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date CLEC replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Appendix and not by this subsection.
- 18.05 Notice of Completion of Removal Activities. CLEC shall give written notice to SBC MISSOURI stating the date on which the removal of its facilities from SBC MISSOURI'S poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until CLEC's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, CLEC has plugged all previously occupied ducts at the entrances to SBC MISSOURI'S manholes as required by Section 18.01(c) of this Appendix, and the notice required by this section has been given.
- 18.06 Notice of SBC MISSOURI'S Intent to Remove Facilities. If CLEC fails to remove its facilities from SBC MISSOURI'S poles or conduit system, in accordance with the provisions of Sections 18.01 and 18.05 of this Appendix, SBC MISSOURI may remove such facilities 60 days after giving CLEC written notice of its intent to do so. The notice shall state:
- (a) the date when SBC MISSOURI plans to commence removal of CLEC's facilities, and that CLEC may remove the facilities at CLEC's sole cost and expense at any time before the date specified;
 - (b) SBC MISSOURI'S plans with respect to disposition of the facilities removed; and
 - (c) that CLEC's failure to remove the facilities or make alternative arrangements with SBC MISSOURI for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.
- 18.07 Removal of Facilities by SBC MISSOURI. If SBC MISSOURI removes any of CLEC's facilities pursuant to this article, CLEC shall reimburse SBC MISSOURI for SBC MISSOURI'S costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.
- 18.08 Reattachment or Subsequent Attachment Following Removal. After CLEC's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to SBC MISSOURI'S poles or placed in SBC MISSOURI'S conduit system until CLEC has first submitted new applications for the facilities and complied with the provisions of this Appendix.
- 18.09 Termination of Licenses After Removal of Facilities. CLEC agrees to provide written notice to SBC MISSOURI when it ceases to use facilities attached to SBC MISSOURI'S poles or placed in any part of SBC MISSOURI'S conduit system. Upon the giving of such notice and the removal of such facilities, CLEC's license with respect to such facilities and the space occupied by those facilities shall terminate.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

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

SBC MISSOURI will charge CLEC an Application Fee for each application requesting access to poles, conduits and rights-of-way, as set forth in the Pricing Schedule.

- (a) Rates for Pole Attachments and Conduit Occupancy. In accordance with the Missouri Public Service Commission's arbitration order in Case No.

TO-97-40, CLEC shall pay SWBT rates of \$2.35 per year per pole attachment and \$0.40 per duct foot per year for conduit occupancy, until such time as the Federal Communications Commission promulgates amended rules governing pole attachment and conduit occupancy rates. Conduit occupancy rates apply to manhole occupancy, calculated to the center point of the manhole. Pole attachment and conduit occupancy rates charged by SWBT to CLEC under this Appendix will then be adjusted in accordance with the FCC's rules on a going-forward basis.

(b) Administrative Fees. As provided by the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, SWBT shall be allowed to charge administrative fees to CLEC. The amount charged by SWBT to CLEC for administrative fees shall be identical to the amount charged by SWBT to CATV providers. Further, in accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, if the FCC promulgates rules governing the assessment of administrative fees, those rules shall apply to administrative fees charged by SWBT to CLEC on a going-forward basis.

(c) Partial Duct and Inner Duct Occupancy Rates. SWBT's rates for partial duct and inner duct occupancy shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and Commission orders thereunder. Partial duct and inner duct rates shall be standardized Appendix Poles, Conduits, and Rights-of-Way-MO (M2A) rather than determined on a case-by-case basis which requires individual analysis of conduit sections occupied. If two or more cable facilities occupy a duct that has not been subdivided by inner duct, a half-duct occupancy rate will apply for each cable facility placed in the duct. A halfduct occupancy rate will apply to the first facility placed by CLEC in a previously unoccupied duct that has not been subdivided by inner duct if the presence of CLEC's cable facility does not render the other half of the duct unusable by others. A half-duct rate shall apply to each inner duct occupied. If the FCC promulgates rules governing rates for partial duct and inner duct occupancy, those rules shall apply, on a going forward basis, to partial duct and inner duct occupancy rates charged to CLEC by SWBT under this Appendix.

19.02 Semiannual Attachment and Occupancy Fees.

SBC MISSOURI'Ss semiannual fees for attachments to SBC MISSOURI'Ss poles and occupancy of SBC MISSOURI'Ss ducts and conduits are specified in Exhibit I. For all attachments to SBC MISSOURI'Ss poles and occupancy of SBC MISSOURI'Ss ducts and conduits, CLEC agrees to pay SBC MISSOURI semiannual charges as specified in Exhibit I.

19.03 Billing for Attachment and Occupancy Fees.

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

and conduit occupancy space assigned to CLEC prior to the issuance of a license shall be billed in the same manner as if a license had been issued.

- (a) Bills shall be submitted to CLEC for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.
 - (b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.
 - (c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of CLEC's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.
- 19.04 Pre-license Survey Fees. With respect to pre-license surveys conducted by SBC MISSOURI pursuant to Section 9.05 of this Appendix, SBC MISSOURI may charge CLEC cost-based pre-license survey fees pursuant to such methodologies as shall be approved by the MISSOURI Corporation Commission following the filing of SBC MISSOURI of any required study providing cost justification for the imposition of pre-license survey fees.
- 19.05 Make-Ready Charges. CLEC agrees to pay make-ready charges, if any, as specified in this section. SBC MISSOURI may recover from CLEC the costs of make-ready work performed by SBC MISSOURI or persons acting on SBC MISSOURI'S behalf. SBC MISSOURI will require payment of the full amount in advance, subject to true up of the estimated costs with the actual costs.
- 19.06 Charges for Work Performed by SBC MISSOURI Employees. Except as otherwise specifically required by applicable commission orders, SBC MISSOURI'S charges to CLEC for work performed by SBC MISSOURI employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SBC MISSOURI'S charges for work performed by SBC MISSOURI employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Appendix, CLEC shall have the right to challenge the methodology utilized by SBC MISSOURI to determine hourly rates for SBC MISSOURI employees at any time in any forum having jurisdiction over the subject matter.
- 19.06 Due Date for Payment. For all fees and charges other than make ready charges, each bill or invoice submitted by SBC MISSOURI to CLEC for any fees or charges under this Appendix shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. CLEC agrees to pay each such bill or invoice on or before the stated due date.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

- 20.01 Bond May Be Required. SBC MISSOURI may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a)-(b) of this section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 21.02 of this Appendix.
- (a) If CLEC elects to perform facilities modification, capacity expansion, or make-ready work under Section 6.08(c) or Sections 10.02-10.05 of this Appendix, SBC MISSOURI may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute bonds equivalent to those which would be required by SBC MISSOURI if the work had been performed by contractors, subcontractors, or other persons selected directly by SBC MISSOURI. No bonds shall be required of CLEC, authorized contractors, or other persons acting on CLEC's behalf except in those situations where a bond would be required if the work were being performed on SBC MISSOURI'S behalf.
 - (b) No other bond shall be required of CLEC to secure obligations arising under this Appendix absence of due cause and justification.
 - (c) If a bond or similar form of assurance is required of CLEC, an authorized contractor, or other person acting on CLEC's behalf, CLEC shall promptly submit to SBC MISSOURI, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing SBC MISSOURI 60 days written notice.
 - (d) SBC MISSOURI may communicate directly with the issuer of any bond issued pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

ARTICLE 21: INSURANCE

- 21.01 Insurance Required. CLEC shall comply with the insurance requirements specified in this section.
- (a) Unless CLEC has provided proof of self-insurance as permitted in Section 21.02 below, CLEC shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name SBC MISSOURI as an additional insured and shall include provisions requiring the insurer to give SBC MISSOURI notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SBC MISSOURI'S rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.
 - (b) Exclusions from coverage or deductibles, other than those expressly permitted in EXHIBIT IV, must be approved in writing by SBC MISSOURI.
 - (c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SBC MISSOURI'S poles, ducts, conduits, or rights-of-way on CLEC's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on SBC MISSOURI'S behalf. CLEC shall be responsible for securing compliance by its contractors with this requirement and shall be liable to SBC MISSOURI for any damages resulting from its failure to do so.

- (d) Self-insurance shall be permitted for persons and entities (including but not limited to CLEC and authorized contractors) meeting the self-insurance requirements set forth in Section 21.02 of this Appendix.
- 21.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.
- (a) CLEC shall submit to SBC MISSOURI adequate proof (as determined by SBC MISSOURI) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide SBC MISSOURI with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to SBC MISSOURI.
 - (b) SBC MISSOURI will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SBC MISSOURI will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in Exhibit IV and SBC MISSOURI is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.
- 21.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 21.02, must be in effect before SBC MISSOURI will issue pole attachment or conduit occupancy licenses under this Appendix and shall remain in force until all of CLEC's facilities have been removed from SBC MISSOURI'S poles, ducts, conduits, and rights-of-way.
- 21.04 Failure to Obtain or Maintain Coverage. CLEC's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of this Appendix and licenses subject to policies of insurance required under this Appendix will be canceled or changed in any manner which will result in CLEC's failure to meet the requirements of this Appendix, SBC MISSOURI may terminate this Appendix and all licenses subject to this Appendix not less than 60 days after giving CLEC written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless CLEC has obtained (or made arrangements satisfactory to SBC MISSOURI to obtain) the required coverage from another source. In the alternative, SBC MISSOURI may, in its sole discretion, elect to take such action as may be necessary to keep the policy in effect with the required coverages.

ARTICLE 22: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

- 22.01 Termination of Appendix Due to Non-Use of Facilities. CLEC shall, by written notice to SBC MISSOURI, terminate this Appendix if CLEC ceases to do business in this State, or ceases to make active use of SBC MISSOURI'S poles, ducts, conduits, and rights-of-way in this State.
- 22.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. CLEC's access to SBC MISSOURI'S poles, ducts, conduits, and rights-of-way will not materially interfere with or impair service over any facilities of SBC MISSOURI or any joint user, cause material damage to SBC MISSOURI'S plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SBC MISSOURI or any joint user, or create serious hazards to health or safety of any persons working on, within, or in the vicinity of SBC MISSOURI'S poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SBC MISSOURI may limit, terminate or refuse access if CLEC violates this provision; provided, however, that such limitation, termination or refusal will be limited to CLEC's access to poles,

ducts, conduits, and rights-of-way located in the SBC MISSOURI construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable CLEC to adopt suitable controls to prevent further violations, and shall be subject to review, at CLEC's request, pursuant to the dispute resolution procedures set forth in this Appendix (or, if applicable, the parties' Interconnection Agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event CLEC invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

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

- (a) The notice shall set forth in reasonable detail:
 - (1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
 - (2) the action believed necessary to cure the alleged breach; and
 - (3) any other matter the complaining party desires to include in the notice.
- (b) Except as provided in Section 22.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Appendix, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.
- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

ARTICLE 23: CONFIDENTIALITY OF INFORMATION

- 23.01 Information Provided by CLEC to SBC MISSOURI. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by CLEC to SBC MISSOURI in connection with this Appendix (including but not limited to information submitted in connection with CLEC's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "Confidential" or "Proprietary" information of CLEC and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to CLEC's review of records regarding a particular market area, or relating to assignment of space to CLEC in a particular market area, and further includes knowledge or information about the timing of CLEC's request for or review of records or its inquiry about SBC MISSOURI facilities. This article does not limit the use by SBC MISSOURI of aggregate information relating to the occupancy and use of SBC MISSOURI'S poles, ducts, conduits, and rights-of-way by firms other than SBC MISSOURI (that is, information submitted by CLEC and aggregated by SBC MISSOURI in a manner that does not directly or indirectly identify CLEC).
- 23.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by CLEC to SBC MISSOURI in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 23.03 to 23.06.
- 23.03 Permitted Uses of CLEC's Confidential or Proprietary Information. SBC MISSOURI and persons acting on SBC MISSOURI'S behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's Confidential or Proprietary information for the following purposes (a) posting information, as necessary, to SBC MISSOURI'S outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SBC MISSOURI'S poles, ducts, conduits, and rights-of-way and any SBC MISSOURI facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SBC MISSOURI'S 3 obligations under this Appendix and similar agreements with third parties; (d) performing SBC MISSOURI'S general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SBC MISSOURI'S poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SBC MISSOURI'S own use, and making planning, engineering, construction, and budgeting decisions relating to SBC MISSOURI'S poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SBC MISSOURI'S financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.
- 23.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to CLEC may be made available to personnel of third parties seeking access to SBC MISSOURI'S records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.
- 23.05 Defense of Claims. In the event of a dispute between SBC MISSOURI and any person or entity, including CLEC, concerning SBC MISSOURI'S performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SBC MISSOURI may utilize Confidential or Proprietary information submitted by CLEC in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SBC MISSOURI shall not disclose CLEC's Proprietary or Confidential Information without first, at SBC MISSOURI'S option, (a) obtaining an agreed

protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.

- 23.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SBC MISSOURI from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SBC MISSOURI shall not disclose CLEC's proprietary or confidential information without first, at SBC MISSOURI'S option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CLEC's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 23.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from CLEC pursuant to this Appendix are authorized or permitted without CLEC's express written consent.

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

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a **SBC MISSOURI**
SOUTHWESTERN BELL TELEPHONE COMPANY
BY SBC TELECOMMUNICATIONS, INC., ITS AUTHORIZED AGENT

By:

Signature of SBC MISSOURI'S Authorized Officer/Employee:

Name of SBC MISSOURI'S Authorized Officer/Employee (Printed or Typed)

Position/Title of SBC MISSOURI'S Authorized Officer/Employee

Date

CLEC

By:

Signature of CLEC's Authorized Officer/Employee

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

Title of CLEC's Authorized Officer/Employee

Date

ATTACHMENT 14: PERMANENT NUMBER PORTABILITY

1.0 Provision of Local Number Portability

- 1.1 SBC MISSOURI and CLEC shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act.

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

- 2.1. SBC MISSOURI and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings and NANC (North American Numbering Council) guidelines.

2.2 Requirements for LRN-PNP

- 2.2.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

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

- 2.2.2.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

- 2.2.2.2 For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query and pass the call to the appropriate terminating carrier.

- 2.2.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP at the request of a CLEC, the Party originating the call shall be responsible to query an LRN-PNP database or to pay for another Party to query this database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party originating the call shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP at the request of a CLEC, SBC MISSOURI may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that SBC MISSOURI'S queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service SBC MISSOURI provides its own customers and end-users.

- 2.2.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. The only exception will be if the FCC rules (Docket No. 95-116) that the

terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.

- 2.2.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

2.3 SMS Administration

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

2.4 Ordering

- 2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.
- 2.4.2 Both Parties agree to provide a Firm Order Confirmation (FOC) within Industry defined time frames when an LSR is sent to one Party by the other Party
- 2.4.3 For the purposes of this Attachment, the parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

3.0 Requirements for PNP

3.1 Cut-Over Process

- 3.1.1 SBC MISSOURI and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both SBC MISSOURI and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.
- 3.1.2 SBC MISSOURI and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. SBC MISSOURI and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 3.1.3 If a Party, by its own error, disconnects the end user, that Party may not assess fees on the other Party or assess a charge to the end user to reconnect service.

- 3.1.4 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 3.1.5 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SBC MISSOURI and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SBC MISSOURI recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is remove
- 3.1.6 The Party from whom a number is porting will set the 10-digit trigger at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.
- 3.2 Obligations of Parties
 - 3.2.1 When CLEC requests that an NXX in an LRN capable SBC MISSOURI switch become portable, the Parties shall follow the industry standard LERG procedure.
 - 3.2.2 The Parties shall adhere to SBC MISSOURI Local Service Request (LSR) format and PNP due date intervals.
- 3.3 If Integrated Services Digital Network User Part (ISUP) signaling is used, both parties shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor – Lucent Technologies, Inc.]
- 3.4 Limitations of Service
 - 3.4.1 Neither Party shall be required to provide number portability for excluded numbers defined by FCC orders, as updated from time to time, e.g., 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (i.e., numbers used internally by either Party for its business purposes), and others as excluded by FCC rulings issued from time to time) under this Agreement. The term "Official Communications Service (OCS)" means the internal telephone numbers used by SBC MISSOURI or CLEC.
 - 3.4.2 Telephone numbers can be ported as a basic network offering only within SBC Missouri rate centers as approved by the State Commission. "Porting within rate centers" refers to the physical location of the end user. If the end user changes his physical location from one rate center to another, he may not retain his telephone number (which indicates the old rate center) as a basic network (non FX) offering. An end user may retain his phone number assignment when moving from one rate center to another by receiving tariffed FX

service from his new service provider or by the use of a Tariffed "Remote Call Forwarding" offering from his new service provider. The term "FX" in this attachment refers to number assignments and moves outside of rate centers, and is different from the term "FX" in the Compensation attachment which refers number assignments and moves outside of a mandatory local calling area.

3.5 Mass Calling

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

3.5.2 SBC MISSOURI will provide mass calling code portability using a non-LRN solution as specified below.

3.5.3 Service Provided

3.5.3.1 SBC MISSOURI will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SBC MISSOURI mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC MISSOURI mass calling tandem mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC MISSOURI choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

3.5.3.2 When a CLEC requests that a SBC MISSOURI number with a mass calling NXX code be ported to its network, SBC MISSOURI will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

3.5.4.2 SBC MISSOURI will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, SBC MISSOURI shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.5.5 Obligations of CLEC

3.5.5.1 CLEC shall agree to adhere to SBC MISSOURI LSR format and mass calling due date intervals.

3.5.5.2 The CLEC shall provide the facility and DID trunk group from the SBC MISSOURI CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

3.5.5.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5.6 CLEC Mass Calling Codes

3.5.6.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a SBC MISSOURI mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from SBC MISSOURI tandem and/or mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide SBC MISSOURI notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

3.5.6.2 MF and SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where SBC MISSOURI and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility

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3.7 Porting of DID Block Numbers

3.7.1 SBC MISSOURI and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

3.7.2 SBC MISSOURI and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) SBC MISSOURI should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that SBC MISSOURI should offer customers who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall CLEC be prejudiced in any present or future proceedings from asserting said positions.

4.0 Pricing

4.1 The Parties agree that FCC approved rates for Service Provider Number Portability (SPNP) are found in FCC No. 73 Access Services Tariff – Section 34. These rates define terms under which SPNP Query Service, SPNP Query Service-Database, and Basic SPNP Service are offered.

4.2 When a CLEC orders Coordinated Hot Cut (CHC) service, SBC MISSOURI shall charge and the CLEC agrees to pay for service at the “additional time and material” rates set forth in Appendix Pricing UNE (T2A) Schedule of Prices.

4.2.1 Coordinated Hot Cut (CHC) is an option service that permits the CLEC to request SBC MISSOURI to hold translations in the donor switch until the CLEC gives verbal instruction to implement the porting.

4.3 Reference CHC Attachment 29 for additional information

ATTACHMENT 15: E911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

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

1. DEFINITIONS

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

- 1.1 "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 1.2 "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 1.3 "Automatic Number Identification"(ANI) or "Calling Party Number"(CPN) allows for identification of the telephone number that originates a call. In some instances, the station number of the calling party is not identified using ANI or CPN , in these instances the Calling Party will be identified by using a billing telephone number.
- *1.4 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the end user. The Company Identifier is maintained by NENA in a nationally accessible database.
- 1.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 1.6 E911 Customer - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.
- 1.7 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 1.8 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 1.9 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a

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specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

- 1.10 "National Emergency Number Association" or "NENA" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 1.11 Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.12 "Selective Routing" and "Selective Router" or "SR" means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.
- 1.13 ALI Database - A database which stores information associated with end user customers' telephone numbers.
- 1.14 Centralized Automatic Message Accounting (CAMA) Trunk - A trunk capable of transmitting Automatic Number Identification associated with E911 customer calls from a switch to the E911 Network.

2. SBC MISSOURI RESPONSIBILITIES

- 2.1 SBC MISSOURI will provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC MISSOURI is the 911 Service Provider. SBC MISSOURI shall provide 911 Service to CLEC as described in this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and SBC MISSOURI is the 911 Service Provider. This shall include the following:
 - 2.2 Call Routing
 - 2.2.1 SBC MISSOURI will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
 - 2.2.2 SBC MISSOURI will forward the calling party number (ANI) it receives from CLEC and the associated 911 Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, SBC MISSOURI will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, SBC MISSOURI will report this "No Record Found" condition to the CLEC in accordance with NENA standards.
 - 2.3 Facilities and Trunking
 - 2.3.1 SBC MISSOURI shall provide and maintain sufficient dedicated E911 trunks from the SBC MISSOURI SR to the PSAP of the E911 Customer, according to provisions of the MISSOURI Corporation Commission, and documented specifications of the E911 Customer.
 - 2.3.2 SBC MISSOURI will provide facilities to interconnect the CLEC, as specified in Attachment 11: Network Interconnection Architecture and the Interconnection Trunking Requirements (ITR) and Network Interconnection Methods (NIM) Appendices of this agreement. CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities.

- 2.3.3 Upon written request by CLEC, SBC MISSOURI shall, in a timely fashion and at no charge, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 2.3.4 SBC MISSOURI and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the SBC MISSOURI SR(s) in accordance with industry standards.
- 2.4 Database
 - *2.4.1 Where SBC MISSOURI manages the E911 database, SBC MISSOURI shall store the CLEC's end user 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's end users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing end user 911 Records and updating this information.
 - *2.4.2 SBC MISSOURI shall coordinate access to the SBC MISSOURI E911 DBMS for the initial loading and updating of CLEC end user 911 Records.
 - 2.4.3 SBC MISSOURI ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
 - *2.4.4 SBC MISSOURI will update CLEC's end user 911 Records in the E911 DBMS, at no charge to CLEC, if CLEC uses SBC's E911 Gateway to maintain the CLEC's end user records. SBC MISSOURI will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.
 - 2.4.5 Where SBC MISSOURI manages the DBMS, SBC MISSOURI shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider.
 - 2.4.6 Where SBC MISSOURI manages the DBMS, SBC MISSOURI shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.
 - *2.4.7 SBC MISSOURI will be responsible for identifying and correcting database errors that are caused by SBC MISSOURI.

3. CLEC RESPONSIBILITIES

- 3.1 Call Routing
 - 3.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the SBC MISSOURI SR office of the E911 system, where SBC MISSOURI is the 911 Service Provider.
 - 3.1.2 CLEC will forward the ANI information of the party calling 911 to the SBC MISSOURI 911 Selective Router.

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3.2 Facilities and Trunking

- 3.2.1 *CLEC shall provide interconnection at each appropriate SBC MISSOURI 911 Selective Router that serves each exchange area in which CLEC is authorized to and will provide exchange service.
- 3.2.2 *CLEC acknowledges that its end users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its end users to the proper E911 SR..
- 3.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to each SBC MISSOURI 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 3.2.4 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the SBC MISSOURI SR.
- 3.2.5 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC MISSOURI 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 3.2.6 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC MISSOURI 911 SR.
- 3.2.7 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 3.2.8 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from SBC MISSOURI.
- 3.2.9 CLEC will cooperate with SBC MISSOURI to promptly test all 911 trunks and facilities between CLEC's network and the SBC MISSOURI 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 3.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). SBC MISSOURI will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising SBC MISSOURI of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC MISSOURI of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC MISSOURI will refer network trouble to CLEC if no defect is found in SBC MISSOURI's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

3.3 Database

- 3.3.1 *Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's end user 911 Records to SBC MISSOURI for inclusion in SBC MISSOURI's DBMS on a timely basis. SBC MISSOURI and CLEC shall arrange for the automated input and periodic updating of CLEC's end user 911 Records.

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*Conformed to Commission Arbitration Order

- 3.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's end user_911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 3.3.3 *CLEC shall adopt use of a Company ID on all CLEC end user 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 3.3.4 CLEC is responsible for providing SBC MISSOURI updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the SBC MISSOURI 911 DBMS.
- 3.3.5 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.
- 3.4 Other
 - 3.4.1 CLEC is responsible for collecting from its retail end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or retail end users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

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5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated SBC MISSOURI 911 Selective Router(s).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

- 7.1 The terms and conditions of this Attachment represent a negotiated plan for providing E911 Service.
- *7.2 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC MISSOURI and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to SBC MISSOURI not later than forty-five (45) days prior to the date CLEC intends to begin providing basic local exchange service in a particular rate center in which CLEC is authorized to provide local telephone exchange service. SBC MISSOURI shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than fifteen (15) days after receipt of Exhibit I from CLEC.
- *7.3 CLEC must obtain documentation of approval of the completed Exhibit I the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's retail end users are located. CLEC shall provide documentation of all requisite approval(s) to SBC MISSOURI prior to use of CLEC's E911 connection for actual emergency calls.

* Conformed to Commission Arbitration Order

- *7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of trunks. CLEC must obtain approval from the applicable E911 customer(s) of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 The Parties designate the following representatives who shall have the authority to execute additional Exhibits 1 to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of 911 trunks:

SBC MISSOURI representative:

911 Account Manager
4 Bell Plaza, 21st Flr
311 S. Akard St.
Dallas, TX 75202-5398

CLEC representative:

CLEC Contact
CLEC
Address
City, State ZIP
Telephone Number

8. BASIS OF COMPENSATION

- 8.1 Compensation to SBC MISSOURI for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Exhibit II, Basis Of Compensation, and applied as specified in Exhibit I.
- 8.2 Charges will begin on the date connection to E911 service commences.

9. MONTHLY BILLING

- 9.1 SBC MISSOURI will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 7. above. Payment will be made in accordance with Section 8 (Billing), Section 3 (Assurance of Payment), Section 9 (Payment of Rates and Charges) and Section 13 (Dispute Resolution) of the General Terms and Conditions of this Agreement, including the provisions governing resolution of billing disputes.

10. LIABILITY

- *10.1 SBC MISSOURI liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC MISSOURI shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC MISSOURI has been notified and has had reasonable time to repair, shall in no

* Conformed to Commission Arbitration Order

event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

- 10.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to SBC MISSOURI, CLEC shall not be liable to SBC MISSOURI, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC MISSOURI until service is restored.
- 10.3 CLEC agrees to release, indemnify, defend and hold harmless SBC MISSOURI from any and all Loss arising out of SBC MISSOURI provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC MISSOURI.
- 10.4 CLEC also agrees to release, indemnify, defend and hold harmless SBC MISSOURI from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC MISSOURI.

Exhibit I to Attachment 15: E911

| CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS | | | | |
|--|--------------------------------|---|-------------------------|--|
| CLEC Name & Contacts | CLEC "OCN" | 9-1-1 Intercon. Addr. | Switch Type | CLEC NPA/NXX(s) Included |
| E9-1-1 Manager | | | CLLI Code | NPA Code(s): |
| | CLEC Telco ID | | | |
| | | | Trunk ACTL CLLI | Estimated # of EAAs |
| 9-1-1 Database Manager | CLEC Service Area Description: | | "Connect Signal" Digits | |
| | Rate Center(s): | | 1 - 1 | # 9-1-1 Trunks Requested |
| Switch Site Contact | | | "Default" PSAP / ESN | |
| | | | | SS7 Point Code |
| SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE | | | | |
| E9-1-1 CONTROL OFFICE: | | RATE CENTER(s) FOR MSAG PULL ⁽¹⁾ | PSAPs INCLUDED | E9-1-1 CUSTOMER and AGENCY TYPE (see legend below) |
| CLLI Code: | | Rate Center(s): | | |
| E9-1-1 Features Required: | ANI/ALI/SR | | | |
| # of 9-1-1 Trunks for LSP: | | | | |
| MSAG Update Interval: | Monthly | | | |
| ALI Database Provider: | | | | |
| ACCOUNT MANAGER: | | | | |
| | | | | |
| | | | | |
| LOG NUMBER | | | | |
| | | | | |
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| | | | | |
| FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider. | | | | |
| (2) | | | | |
| (3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges. | | | | |
| | | | | |
| "TYPE of AGENCY" LEGEND: | | | | Prepared by: |
| HRC = Home Rule City | | | | |
| ECD = Emergency Communications District | | | | voice |
| COG = Council of Governments or Regional Planning Commission | | | | fax |
| (blank) = (blank space for use as needed to define another agency type) | | | | email |
| STATUS of EXHIBIT: | | | | Date Prepared |
| | | | | |

EXHIBIT II - BASIS OF COMPENSATION

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

- A. The following trunk charges will be paid to SBC MISSOURI for each E911 control office to which CLEC connects.

| Trunk Charge Channel (Each) | Monthly Recurring | Nonrecurring |
|--------------------------------|-------------------|--------------------|
| | \$85.00 per trunk | \$170.00 per trunk |