

(c) The parties contemplate that ALLTEL may need to perform operations in SWBT's conduit system other than during normal business hours and may occasionally require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, ALLTEL shall notify SWBT as soon as is reasonably possible of its intent to enter and perform work in the conduit system and SWBT shall not, without due cause and justification, insist on literal compliance with the scheduling requirements of subsection (a) in such circumstances. SWBT will establish procedures enabling SWBT to receive notices from ALLTEL under this subsection 24 hours a day, seven days a week.

(d) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.

(e) As ordered by the Public Service Commission of Missouri, when SWBT considers it necessary to be present during ALLTEL's access to manholes and CEVs, SWBT may, at its option, send its employees to review ALLTEL's installation, maintenance, and similar routine work. ALLTEL and SWBT will share the cost of a single SWBT employee present during such work on an equal basis (50 percent/50 percent). ALLTEL shall not compensate SWBT for any additional SWBT employees present.

(f) If the presence of SWBT personnel at the site is requested by ALLTEL or in ALLTEL's opinion, is integral to successful completion of ALLTEL's work, ALLTEL shall pay the costs of having such personnel present.

6.12 OSHA Compliance. Each party agrees that:

(a) its facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder; and

(b) all persons acting on such party's behalf shall, when working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way shall comply with OSHA and all rules and regulations thereunder.

6.13 Hazardous Substances. ALLTEL acknowledges that, from time to time, hazardous substances (as defined in Section 3.20 of this Appendix) may enter SWBT's conduit system and accumulate in manholes or other conduit facilities and that hazardous

substances may be present at other sites where SWBT's poles, ducts, conduits, or rights-of-way are located.

(a) ALLTEL may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to ALLTEL as ALLTEL may deem necessary to determine the presence at such sites of hazardous substances. SWBT will assist ALLTEL, at ALLTEL's request and expense, in the performance of such inspections and tests.

(b) SWBT makes no representations to ALLTEL or personnel performing work on ALLTEL's behalf that SWBT's poles, ducts, conduits, or rights-of-way will be free from hazardous substances at any particular time. Before entering a manhole or performing any work within or in the vicinity of SWBT's conduit system or any other site subject to access under this Appendix, ALLTEL or personnel acting on ALLTEL's behalf shall independently determine, to their satisfaction, whether such hazardous substances are present and conduct their work operations accordingly.

(c) Each party shall promptly notify the other of hazardous substances known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to ALLTEL pursuant to this Appendix if, in the sole judgment of such party, such hazardous substances create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.

(d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws. Nothing contained in this Appendix shall be construed as relieving SWBT of liability for hazardous substances present at any site subject to this Appendix or as relieving either party of liability for introducing hazardous substances to the site or causing or contributing to the release of any such substances.

6.14 Compliance with Environmental Laws and Regulations. ALLTEL and SWBT agree to comply with the following provisions relating to compliance with environmental laws and regulations:

(a) Facilities attached by either party to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way following the effective date of

this Appendix shall be constructed, placed, maintained, repaired, and removed by such party in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws.

(b) All persons acting on ALLTEL's or SWBT's behalf, including but not limited to ALLTEL's or SWBT's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

(c) From and after the effective date of this Appendix, neither party nor personnel acting on either party's behalf shall discharge or release hazardous substances onto or from the site of any SWBT pole, duct, conduit, or right-of-way. Neither ALLTEL nor SWBT nor personnel acting on either party's behalf shall discharge water or any other substance from any SWBT manhole or other conduit facility onto public or private property, including but not limited to any storm water drainage system, without first determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). ALLTEL and SWBT agree that their facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, licenses or the like). ALLTEL and SWBT shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.

6.16 Responsibility for Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from SWBT's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS

7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of ALLTEL's applications for access to

SWBT's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, SWBT's primary point of contact shall be the Utility Liaison Supervisor identified in EXHIBIT VIII. Designation of primary points of contact pursuant to this section shall not affect notice requirements or other legal requirements set forth in other provisions of this Appendix or the parties' interconnection agreement.

7.02 Determinations by ALLTEL of Suitability and Availability. ALLTEL shall make its own, independent assessment of the suitability of SWBT's poles, ducts, conduits, and rights-of-way for ALLTEL's intended purposes.

7.03 Access to Records Relating to SWBT's Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to SWBT's poles, ducts, conduits, and rights-of-way will be made available to ALLTEL. Access to such records and information shall be conditioned on ALLTEL's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement attached to this Appendix as Exhibit V or such other nondisclosure agreement as shall be mutually acceptable to the parties, and no person acting on ALLTEL's behalf shall be granted access to such records and information without first signing such a nondisclosure agreement. ALLTEL shall reimburse SWBT for all reasonable costs incurred by SWBT in granting ALLTEL's requests for access to records and information under this section.

(a) ALLTEL shall, after the effective date of this Appendix, have reasonable access to (1) SWBT's pole and conduit maps and records, (2) SWBT's cable plat maps, and, (3) in addition, other SWBT plant location records recording or logging assignments of pole, duct, and conduit space. ALLTEL shall be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the parties. Access to such maps and records shall be by appointment only, and SWBT shall make such maps and records available for inspection by ALLTEL on two business days notice; provided, however, that ALLTEL shall, as a courtesy, whenever feasible, provide SWBT with additional advance notice (e.g., 10 business days) of its intent to examine such records.

(b) The access described in subsection (a) shall include the right to make copies, at ALLTEL's expense, except for cable plat maps, which shall be made available for inspection only. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to other cable-specific or customer-specific information,

ALLTEL's copies, notes, or drawings may include only such information as needed for engineering purposes (e.g., proposing cable consolidations and identifying plant discrepancies) and not for sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. ALLTEL's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, and rights-of-way for ALLTEL's intended uses.

(c) SWBT shall provide ALLTEL the best information available from SWBT's current pole and conduit maps and records, cable plat maps, and other outside plant and construction records. SWBT represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

- (1) the exact location of the facilities depicted;
- (2) the physical size, characteristics, or condition of the facilities depicted;
- (3) the ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;
- (4) the arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of SWBT's conduit system; and
- (5) other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of ALLTEL's facilities or that the pole, duct, or conduit depicted is suitable for ALLTEL's intended use.

7.04 Pre-Occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way.
ALLTEL shall be permitted to view and inspect specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis as provided in this section.

(a) After the effective date of this Appendix, SWBT shall permit ALLTEL to view specified poles, ducts, conduits, and rights-of-way on a

pre-occupancy basis. Nothing contained in this section shall preclude ALLTEL from visually inspecting SWBT's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to ALLTEL without SWBT's permission.

(b) ALLTEL shall not enter any SWBT manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Appendix, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.01 Selection of Space. SWBT must allow ALLTEL to select the space ALLTEL will occupy on poles or in conduit systems based upon the same criteria SWBT applies to itself and must provide ALLTEL information about the network guidelines and engineering protocols used by SWBT in determining the placement of facilities on poles and in conduits. In conduit systems owned or controlled by SWBT, maintenance ducts (as defined in Section 3.26) shall not be considered available for ALLTEL's use except as specifically provided elsewhere in this Appendix. All other ducts, inner ducts, sub-ducts, and partitioned conduits which are not assigned or occupied shall be deemed available for use by SWBT, ALLTEL, and third parties entitled to access under the Pole Attachment Act.

8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space selected by ALLTEL will be assigned to ALLTEL as provided in this section. Information received by SWBT in connection with this section shall be subject to the provisions of Article 28 of this Appendix (Confidentiality of Information).

(a) On receipt of ALLTEL's application for a pole attachment or conduit occupancy license by SWBT, the pole, duct, and conduit space selected by ALLTEL shall be assigned to ALLTEL for a pre-occupancy period not to exceed 12 months, beginning with the date of such assignment. The assignment (and date and time) of assignment shall be logged and recorded in the appropriate SWBT records. If such space has been provisionally assigned to ALLTEL as authorized below in subsection (b), the 12-month pre-occupancy assignment period will begin on the date the provisional assignment is recorded in SWBT's records or the date of SWBT's receipt of ALLTEL's notice of intent to occupy under subsection (b), whichever date first occurs.

(b) SWBT shall, within 60 days after the effective date of this Appendix, adopt interim procedures which will enable pole, duct, and conduit space to be provisionally assigned to ALLTEL and other applicants prior to the submission of formal applications required pursuant

to Section 9.02 of this Appendix. Where indicated below, the interim procedures shall apply, on a nondiscriminatory basis, to the assignment of space to SWBT as well as to ALLTEL and other applicants. SWBT may, on 60 days advance notice to ALLTEL, revise such interim procedures if such procedures prove to be unworkable, in which event ALLTEL may challenge SWBT's decision to revise or terminate such interim procedures in accordance with procedures available to ALLTEL under applicable federal and state laws and regulations. The procedures shall enable ALLTEL and other applicants, by written notice, to advise SWBT of their intent to occupy unassigned space which appears, from SWBT's records, to be available for assignment. Upon receipt of such notice, SWBT shall date- and time-stamp the notice and provisionally assign the space selected by ALLTEL or such other applicant by logging and recording the assignment (and date and time of assignment) in the appropriate SWBT records, which records will be available for inspection as provided in Section 7.03 of this Appendix. Space provisionally assigned to ALLTEL or such other applicant shall not be available for assignment to any other person or entity, including SWBT. Notwithstanding such provisional assignment, ALLTEL shall not occupy such provisionally assigned space without first obtaining a license except as provided in Section 8.03. The following additional requirements shall apply.

- (1) Before giving SWBT a notice of its intent to occupy unassigned space, ALLTEL shall make a good faith determination that it actually plans to occupy such space. The assignment process shall not be used by either party for the purpose of holding or reserving space which such party does not plan to use or for the purpose of precluding SWBT or any other person or entity from utilizing or having access to SWBT's poles, ducts, conduits, or rights-of-way.
- (2) With respect to unassigned conduit occupancy space, the notice must include all information required to enable SWBT and joint users, including other persons or entities which may from time to time seek space in the same ducts and conduits, to determine the specific space which ALLTEL desires to occupy. The notice must, therefore, include, at a minimum, the following information:
 - (i) identification of the conduit sections, and each manhole, to be occupied unless specific information by which ALLTEL would identify or designate the space to be occupied is not

discernible from SWBT's records available for inspection under Section 7.03 in which case ALLTEL will cooperatively work with SWBT to develop an acceptable description;

- (ii) the number of ducts, and number of inner ducts, to be occupied by ALLTEL within each conduit section;
 - (iii) the physical size (diameter) of the cables to be placed in such duct, if known, or the maximum and minimum sizes of the cables which may be placed if more than one size cable is being considered for the space to be occupied;
 - (iv) the anticipated use by ALLTEL of any infrequent construction techniques and connectivity solutions under Section 6.03 to avoid high or unusual expenditures;
 - (v) ALLTEL's best estimates of the dates when ALLTEL plans to begin and complete construction at the sites specified in the notice;
 - (vi) if applicable, a conspicuous statement (e.g., the words "immediate occupancy" in capital letters) or indication that ALLTEL intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Appendix;
 - (vii) if applicable, a conspicuous statement that the notice pertains to a building entrance or building distribution duct or conduit or other space within a building.
- (3) With respect to unassigned pole space, such notice must include all information required to enable SWBT and other joint users, including other persons or entities seeking space on the same poles, to determine the specific space which ALLTEL desires to occupy. The notice must, therefore, include, at a minimum, the following information:

- (i) identification of the poles to be occupied, unless specific information by which ALLTEL would identify or designate the space to be occupied is not discernible from SWBT's records available for inspection under Section 7.03 in which case ALLTEL will cooperatively work with SWBT to develop an acceptable description;
 - (ii) the specific space on each pole to be occupied, including the height (distance from the ground) of the attachment and the side (road or field) where the attachment is to be made;
 - (iii) the anticipated number and types of cables to be attached, together with the anticipated physical size (diameter) and weight (weight per foot) of such cables and the anticipated number and types of strands, if any, to be used to support the cables, such information to be sufficient to give notice to SWBT and other joint users of the remaining space on the pole available and what make-ready work may be required of subsequent applicants as a result of the provisional assignment of space to ALLTEL;
 - (iv) the anticipated use by ALLTEL of any infrequent construction techniques and connectivity solutions under Section 6.03 to avoid high or unusual expenditures; and
 - (v) ALLTEL's best estimates of the dates when ALLTEL plans to begin and complete construction at the sites specified in the notice.
 - (vi) if applicable, a conspicuous statement (e.g., the words "immediate occupancy" in capital letters) or indication that ALLTEL intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Appendix.
- (4) No later than 30 days after giving such notice, ALLTEL shall file an application under Section 9.02 or the provisional assignment shall lapse.

- (5) As stated in Section 7.03(c), SWBT does not represent that its records accurately reflect the information necessary to enable ALLTEL to rely upon a records-based assignment process. SWBT shall have no duty to verify that space provisionally assigned pursuant to this subsection is actually available.

(c) Assignments made prior to the issuance of a license shall be provisional assignments and shall be subject to modification if it is subsequently determined that the space selected by or assigned to ALLTEL is already occupied or that a different assignment is required to comply with SWBT's standards for assigning pole, duct, and conduit occupancy space.

(d) ALLTEL's obligation to pay semi-annual pole attachment or conduit occupancy fees shall commence from the date the assignment or provisional assignment is logged and recorded in the appropriate SWBT records.

(e) During the 12-month assignment period following the date space is assigned to ALLTEL and entered into the appropriate SWBT record, SWBT shall not occupy or use such space without ALLTEL's permission, shall not assign such space to any party other than ALLTEL, and shall not knowingly permit any party other than ALLTEL to occupy or use such space without ALLTEL's permission except as otherwise specifically provided in this Appendix. The assignment to ALLTEL shall automatically lapse 12 months after the date the assignment has been entered into the appropriate SWBT record if ALLTEL has not occupied such assigned space within such 12-month period; provided, however, that if ALLTEL's failure to occupy the space within such 12-month period results from SWBT's failure to perform make-ready work on schedule, the parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of SWBT's make-ready work; and, provided further, that if ALLTEL can demonstrate that its failure to occupy the space within such 12-month period results from the actions of SWBT or third parties other than persons acting on ALLTEL's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date ALLTEL is first able to commence construction activities at the site involved. Assignments to third parties shall be subject to the same rules applicable to ALLTEL under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate SWBT records available for inspection under Section 7.03.

(f) SWBT may assign space to itself by making appropriate entries in the same records used to log assignments to ALLTEL and third parties. If SWBT assigns pole, duct, or conduit space to itself, such assignment shall automatically lapse 12 months after the date the assignment has been entered into the appropriate SWBT record if SWBT has not occupied such assigned space within such 12-month period; provided, however, that if SWBT's failure to occupy the space within such 12-month period results from the actions of ALLTEL or third parties other than persons acting on SWBT's behalf, or from acts of God, SWBT's assignment may be extended for a period no longer than three months from the date SWBT is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate SWBT records available for inspection under Section 7.03.

(g) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to ALLTEL or SWBT under this section, the party to whom such space has been assigned shall reimburse the person or entity incurring the costs for such facilities modifications, capacity expansions, or make-ready work if the party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.

(h) Except as provided in subsection (e)-(f) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables ALLTEL, SWBT, or any third party to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

(i) At ALLTEL's election, ALLTEL may file an application for access which specifically requests that the space sought by ALLTEL not be assigned to ALLTEL immediately and not be recorded immediately in the SWBT records available for inspection by other telecommunications carriers, cable television systems, or other providers of telecommunications services under Section 7.03 of this Appendix. In that event, the space sought by ALLTEL will not be assigned to ALLTEL and will remain available for assignment to others without restriction until such time as such space is formally assigned to ALLTEL in accordance with ALLTEL's written instructions and the assignment is recorded in the records available for inspection under Section 7.03. The assignment shall be made no later than the date of issuance to ALLTEL of a license confirming that ALLTEL has the right to occupy the space described in the license. In the event that ALLTEL elects to proceed under this subsection,

ALLTEL's obligation to pay pole attachment and conduit occupancy fees shall not commence until the date the assignment is recorded in the appropriate SWBT records and ALLTEL shall bear the risks that (1) the space sought by ALLTEL will be assigned to and occupied by another person or entity or (2) circumstances will occur which may require that SWBT reevaluate ALLTEL's application and repeat the field inspection portion of the pre-license survey at ALLTEL's expense.

(j) Notices and applications including assignment requests will be date- and time-stamped on receipt. Because space will be selected and further assignments made based on entries logged and recorded in the appropriate SWBT records, the date and time of assignment will be the date and time when the assignment is recorded rather than the date and time of receipt of the application or notice requesting such assignment. ALLTEL acknowledges that, to maximize the probability that ALLTEL will be assigned the space ALLTEL desires, ALLTEL should, when possible, submit applications and notices including assignment requests in person to SWBT at the site where the applicable records are maintained and should countersign the entry reflecting the assignment and time of assignment.

8.03 Immediate Occupancy. SWBT shall, within 60 days after the effective date of this Appendix, adopt interim procedures which will provide ALLTEL the ability to attach or place facilities on or in SWBT's poles, ducts, conduits, and rights-of-way on an immediate basis when such space is available for ALLTEL's use and no make-ready work or infrequent construction techniques or connectivity solutions are required. SWBT may, on 60 days advance notice to ALLTEL, revise such interim procedures if they prove to be unworkable, in which event ALLTEL may seek renegotiation of this Appendix or challenge SWBT's decision in accordance with procedures available to ALLTEL under applicable federal and state laws, regulations, and commission orders. The special procedures established under this section shall supplement, rather than replace, the regular assignment and licensing procedures set forth in Articles 8-10 of this Appendix, are intended to be used only under special circumstances (e.g., when the regular procedures allow insufficient time to meet customer service commitments or resolve non-routine construction or network contingencies), shall not be used on a routine basis, and shall be consistent with subsections (a)-(f) below.

(a) Upon giving SWBT the notice required by this subsection, ALLTEL may immediately occupy space assigned or provisionally assigned to ALLTEL pursuant to Section 8.02 of this Appendix. The notice shall be contained in either a notice of intent to occupy as provided in Section 8.02(b) or a license application under Section 9.02. ALLTEL shall not give such notice or occupy such space without first reviewing SWBT's records and determining that the records reflect that the space sought is available.

(b) ALLTEL shall not occupy space which has not been assigned or provisionally assigned to ALLTEL. The assignment must be recorded on the appropriate SWBT records, as provided in Section 8.02, prior to ALLTEL's occupancy. If ALLTEL subsequently determines that the records are inaccurate and that the space assigned to ALLTEL is not available, or that the space assigned is not suitable for ALLTEL's intended use, ALLTEL shall, within one business day, notify SWBT in writing that it no longer intends to occupy the space earlier assigned and is releasing the assignment. Except as otherwise provided in this subsection, ALLTEL shall not occupy other space on the pole or in the duct or conduit without first obtaining an assignment or provisional assignment of the space which ALLTEL will occupy. To avoid high or unusual expenditures resulting from unanticipated conditions at the site, ALLTEL may occupy space not assigned to ALLTEL subject to the following terms and conditions.

- (1) ALLTEL may occupy the next available space shown on SWBT's records as available at the time of ALLTEL's last review of the records. ALLTEL shall not knowingly occupy space occupied by or assigned to SWBT or any third party without consent of the party to whom the space has been assigned.
- (2) Within one business day after occupying such space, ALLTEL shall submit to SWBT a written notice of intent to occupy or an application for the space occupied showing the reason for ALLTEL's use of the space occupied.
- (3) ALLTEL shall bear the risk that space occupied by ALLTEL pursuant to this section was assigned to SWBT or a third party during the period between ALLTEL's last review of the records and ALLTEL's occupancy of such space. After occupying space not previously assigned to ALLTEL, ALLTEL shall review the records and promptly notify the affected party if ALLTEL determines that it has occupied space assigned to such party. At the request of the party to whom such space has been assigned, ALLTEL shall, within 24 hours, or within such other period of time mutually agreed to by the parties affected, remove its facilities from the space in question if the parties affected cannot reach an acceptable alternative solution. SWBT and ALLTEL anticipate that all parties affected will act in good

faith to work out acceptable solutions and that the parties affected will not insist on strict adherence to the 24-hour removal requirement unless there is a legitimate business need for compelling removal within such time period.

- (4) SWBT shall be entitled to recover from ALLTEL actual costs, if any, directly incurred by SWBT as a result of ALLTEL's decision under this subsection to occupy space subject to a valid prior assignment to SWBT. ALLTEL shall indemnify, on request defend, and save SWBT harmless from any injury, loss, damage, liability, or claim asserted against SWBT by any third party resulting from ALLTEL's decision under this subsection to occupy space assigned to such third party.

(c) Nothing in this section authorizes ALLTEL to place its facilities on or in any pole, duct, or conduit space already occupied by the facilities of SWBT or a third party, even if the presence of such facilities is not reflected on SWBT's records.

(d) Nothing in this section authorizes ALLTEL, without first obtaining SWBT's written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by ALLTEL) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

(e) If ALLTEL has not done so already, within 24 hours after occupying space pursuant to this section, ALLTEL will submit to SWBT an application for the space occupied as provided in Section 9.02 of this Appendix. The application may be submitted by fax.

(f) ALLTEL will bear all risks resulting from the possibility that assigned space which appears from the records to be available is not available or in suitable condition to be used by ALLTEL and shall indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim, or liability (including but not limited to third-party claims) resulting from ALLTEL's occupancy of space in violation of this section.

ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS

9.01 Licenses Required. Except as otherwise specifically permitted in this Appendix, ALLTEL shall apply in writing for and receive a license before attaching facilities to specified SWBT poles or placing facilities within specified SWBT ducts or conduits. License applications and information received by SWBT in connection with such applications shall be subject to the provisions of Article 30 of this Appendix (Confidentiality of Information).

9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Appendix, ALLTEL shall submit to SWBT two signed copies of the appropriate application forms. SWBT represents that the forms specified in subsections (a) and (b) are forms in use prior to the effective date of this Appendix and that SWBT plans to revise such forms to conform to the provisions of this Appendix and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) shall be interim forms only. SWBT reserves the right to change the format and content of these forms upon 60 days written notice to ALLTEL; provided however, that changes to the forms shall not be made to amend the terms of this Appendix.

(a) To apply for a pole attachment license, ALLTEL shall submit to SWBT two signed copies of SWBT's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9433 ("Pole Attachments"). An application for a pole attachment license shall not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9433 and SW-9434 are attached to this Appendix as parts of Exhibit III.

(b) To apply for a conduit occupancy license, ALLTEL shall submit to SWBT two signed copies of SWBT's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9435 ("Conduit Occupancy"). An application for a conduit occupancy license shall not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9434 and SW-9435 are attached to this Appendix as parts of Exhibit III.

(c) Each application for a license under this Appendix shall include, at a minimum, the following information:

- (1) the poles, ducts, and conduits (including all manholes) along ALLTEL's proposed route to or within which ALLTEL desires to attach or place its facilities;
- (2) a description of the facilities to be attached to SWBT's poles and a description of the facilities to be placed within each component of SWBT's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route; and
- (3) for poles, the proposed points of attachment;
- (4) for building entrance or building distribution ducts or conduits or other space within a building, a conspicuous statement that the application pertains to a building entrance of building distribution duct or conduit or other space within a building;
- (5) if applicable, a conspicuous notation that the space requested is not to be assigned (or billed) to ALLTEL until SWBT has received ALLTEL's written instruction to make such assignment or issued a license authorizing ALLTEL to occupy the space requested; and
- (6) if applicable, a conspicuous statement (e.g., the words "immediate occupancy" in capital letters) or indication that ALLTEL intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Appendix.

(d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:

- (1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);
- (2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and,

- (3) sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to SWBT's poles or placed in SWBT's conduit system.

(e) When it appears to ALLTEL that facilities modification, capacity expansion, or make-ready work may be required to accommodate ALLTEL's access requests, ALLTEL shall describe the facilities modification, capacity expansion or make-ready work which ALLTEL proposes. ALLTEL shall also describe its intent to use any infrequent construction techniques or connectivity solutions under Section 6.03 to avoid high or unusual expenditures and its reasons for the utilization of such techniques or solutions.

(f) ALLTEL acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SWBT, that it may be necessary for SWBT to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate ALLTEL's request for access to SWBT's poles and that, at the time an application is submitted, it may be difficult for ALLTEL to determine with certainty whether a particular pole is owned or controlled by SWBT or by another entity. Accordingly, the application shall, to the extent feasible, identify all poles utilized by SWBT (without regard to ownership) along ALLTEL's proposed route.

(g) Each application for a license under this Appendix shall be accompanied by a construction schedule showing ALLTEL's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by SWBT's engineering and outside plant construction personnel in scheduling work required to process ALLTEL's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate ALLTEL's facilities.

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by ALLTEL and other firms seeking access to SWBT's poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between SWBT's personnel and personnel acting on behalf of ALLTEL and other firms seeking access. The parties therefore agree to the following transitional procedures which shall remain in effect during the term of this Appendix unless earlier modified by mutual agreement of the parties.

(a) Before submitting a formal written application for access to SWBT's poles, ducts, conduits, and rights-of-way, the firm submitting the application shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which the applicant does not plan to use or for the purpose of precluding SWBT or any other provider of telecommunications services from using such poles, ducts, conduits, or rights-of-way.

(b) ALLTEL shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and will use its best efforts to submit applications in an orderly manner in accordance with ALLTEL's needs. If ALLTEL contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single SWBT construction district, ALLTEL shall give SWBT advance notice as promptly as is reasonably practicable.

(c) No more than 300 poles shall be the subject of any single pole attachment license application.

(d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.

9.04 ALLTEL's Priorities. When ALLTEL has multiple applications on file within a single SWBT plant construction district, ALLTEL shall, at SWBT's request, designate its desired priority of completion of pre-license surveys, capacity expansions, make-ready work, and facilities modifications with respect to all such applications.

9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by SWBT after ALLTEL has submitted its written license application as specified in Section 9.02 of this Appendix. SWBT will not, without due cause and justification, repeat pre-occupancy survey work performed by ALLTEL.

(a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by SWBT or its authorized representative. Primary purposes of the field inspection will be to enable SWBT to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate ALLTEL's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SWBT's poles, ducts, conduits, rights-of-way, and

associated facilities for ALLTEL's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work. SWBT may dispense with the field inspection if it appears that the information necessary to process ALLTEL's license application is already available from existing sources, including the application forms and such other information as may be available to SWBT. If ALLTEL has occupied the space requested before the issuance of a license, a post-installation inspection of ALLTEL's facilities may be performed, in place of the field inspection portion of the pre-license survey, to determine whether such facilities are in compliance with the specifications of Article 6 and other provisions of this Appendix. In performing such inspection, SWBT will not, without due cause and justification, repeat pre-occupancy survey work performed by ALLTEL. SWBT may charge ALLTEL for post installation inspection expenses only if the inspection reflects that ALLTEL is in substantial noncompliance with the terms of this Appendix.

(b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by SWBT.

(c) Before performing any portion of the pre-license survey, SWBT shall obtain ALLTEL's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted. No authorization shall be required for post-installation inspections of ALLTEL's facilities when installation has occurred, pursuant to Section 8.03, before the issuance of a license.

**ARTICLE 10: ISSUANCE AND DENIAL OF LICENSES
(INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS, AND
MAKE-READY WORK)**

10.01 Response Within 45 Days. Within 45 days of ALLTEL's submission of a license application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, SWBT shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SWBT personnel involved in the processing of ALLTEL's request for access become aware of hazardous substances at the site requested by ALLTEL, SWBT shall promptly advise ALLTEL and shall, at ALLTEL's request, discuss alternatives to denial and issues associated with the presence of such hazardous substances.

(a) If access is granted, SWBT shall, no later than 45 days after ALLTEL's submission of the license application, further advise ALLTEL in writing (1) what capacity expansions, make-ready work, or facilities

modifications, if any, will be required to prepare SWBT's pole or conduit facilities (2) provide ALLTEL an estimate of charges for such capacity expansions, make-ready work, or facilities modifications, and (3) disclose to ALLTEL any hazardous substances known by SWBT to be present at the site.

(b) If access is denied, SWBT will confirm the denial in writing by the 45th day after the receipt by SWBT of ALLTEL's completed application. The denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If ALLTEL in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.

(c) ALLTEL agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, ALLTEL shall promptly withdraw or amend its application.

(d) Notwithstanding the 45-day deadline, SWBT will, pursuant to Section 8.03 of this Appendix, make available to ALLTEL for immediate occupancy any pole, duct, or conduit space which is not currently assigned, not designated as a maintenance duct, and not subject to applicable make-ready requirements. Availability determinations will be based on the appropriate SWBT records to be maintained by SWBT and made available for viewing by ALLTEL on two business days notice as provided in Section 7.03 of this Appendix.

10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. The parties agree that SWBT may grant access subject to ALLTEL's approval of such make-ready work or facilities modifications as may be required to expand capacity to accommodate ALLTEL's request, in which event ALLTEL shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SWBT does not offer to expand capacity and denies ALLTEL's request for access, SWBT shall promptly notify ALLTEL of such determination as provided in Section 10.01(b). SWBT shall not deny ALLTEL's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

(a) SWBT agrees to modify its outside plant facilities to the extent that ALLTEL agrees to pay for the modification at cost as long as such modifications are consistent with capacity, safety, reliability, and

engineering considerations which SWBT would apply to itself if the work were performed for SWBT's own benefit. SWBT may recover from ALLTEL the costs of modifying its outside plant facilities for ALLTEL's space. Except as otherwise specifically provided in this subsection, ALLTEL will pay half of SWBT's charges for such modifications at 50 percent job completion and the remainder at 100 percent completion. If the estimated out-of-pocket costs with respect to any project authorized by ALLTEL under this section will exceed \$250,000, SWBT may request that ALLTEL reimburse SWBT for materials and outside contractor costs as such costs are incurred, and ALLTEL shall not refuse such request without due cause and justification. As provided in Section 10.08 of this Appendix, ALLTEL shall be entitled to partial reimbursement for capacity expansion costs incurred pursuant to this section in accordance with the Pole Attachment Act and applicable rules, regulations, and Commission orders.

(b) SWBT will, at its own expense, install inner duct in a timely manner to accommodate ALLTEL's space needs in accordance with the same time interval SWBT provides to itself. If SWBT's interval for beginning or completing make-ready work does not meet ALLTEL's needs, ALLTEL, as an authorized contractor, may perform the inner-duct installation itself or arrange for the work to be performed by an authorized contractor selected by ALLTEL from a list, jointly developed by ALLTEL and SWBT, of mutually agreed contractors qualified to perform such work. When inner duct is installed in SWBT's conduit system by ALLTEL or an authorized contractor selected by ALLTEL, SWBT shall provide the inner-ducting materials to be installed and ALLTEL shall bear all other installation expenses. ALLTEL shall give SWBT sufficient advance notice of the materials needed to enable SWBT to provide such materials to ALLTEL on a timely basis. ALLTEL shall return all unused materials, including unused inner duct and reels, to SWBT or purchase them from SWBT. Inner duct installed by ALLTEL or an authorized contractor selected by ALLTEL shall be installed in accordance with the same standards and practices which would be followed if the inner duct were being installed by SWBT or SWBT's contractors. Neither ALLTEL nor persons acting on ALLTEL's behalf shall arrange for inner duct installation to be performed under this section by subcontractors who are not authorized contractors.

(c) SWBT shall, at its expense, remove cables that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, ALLTEL, at its option, may request that SWBT excavate the obstruction. In the alternative, ALLTEL may (as an

authorized contractor) excavate the obstruction itself or arrange for the work to be performed by an authorized contractor selected by ALLTEL from a list, jointly developed and maintained by ALLTEL and SWBT, of mutually agreed contractors qualified to do such work. Such excavations will be at ALLTEL's expense; removal of the remainder of the cable will be at SWBT's expense. Excavation work performed by ALLTEL or an authorized contractor selected by ALLTEL shall be performed in accordance with the same standards and practices which would be followed if such excavation work were being performed by SWBT or SWBT's contractors. ALLTEL shall not conduct conduit excavation activities in any manner which jeopardizes or degrades the integrity of SWBT's structures. Neither ALLTEL nor persons acting on ALLTEL's behalf shall arrange for excavation work to be performed under this subsection by subcontractors who are not authorized contractors.

10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If the parties agree that no make-ready work is necessary to accommodate ALLTEL's facilities, SWBT will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to ALLTEL for immediate occupancy. Immediate occupancy prior to the issuance of a license shall be governed by Section 8.03.

10.04 Performance of Make-ready Work. Except as otherwise specifically provided in Section 10.02, in Section 10.05, and in this section, make-ready work shall be performed by SWBT or by contractors, subcontractors, or other persons acting on SWBT's behalf and shall be performed by SWBT in accordance with the same time intervals which would be applicable if SWBT were performing the work for itself.

(a) ALLTEL and SWBT will mutually establish and maintain for each construction district a list of authorized contractors who may be selected by ALLTEL to perform make-ready work when SWBT's interval for beginning or completing such make ready work does not meet ALLTEL's needs.

(b) If SWBT's interval for beginning or completing make-ready work does not meet ALLTEL's needs, ALLTEL may, as an authorized contractor, perform the make-ready work itself or arrange for the work to be performed by an authorized contractor selected by ALLTEL from the applicable list of authorized contractors. Subject to the availability of personnel, ALLTEL may also request that SWBT perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless ALLTEL first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.

(c) From time to time, additional contractors, subcontractors or other vendors may be approved by ALLTEL and SWBT to perform make-ready work in the event that the workload exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.

(d) Make-ready work performed by ALLTEL, by an authorized contractor selected by ALLTEL, or by a contractor, subcontractor, or other vendor jointly approved by the parties under subsection (c) shall be performed in accordance with SWBT's specifications, which shall be consistent with the same standards and practices which would be followed if such make-ready work were being performed by SWBT or SWBT's contractors. Neither ALLTEL nor authorized contractors selected by ALLTEL to perform make-ready work under this section shall conduct such work in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of SWBT's facilities.

(e) Nothing contained in this section authorizes ALLTEL, any authorized contractor selected by ALLTEL, or any other person acting on ALLTEL's behalf to consolidate SWBT's cables.

10.05 Make-ready Work. If SWBT determines that make-ready work will be necessary to accommodate ALLTEL's facilities, SWBT shall promptly notify ALLTEL of the make-ready work proposed to enable the accommodation of ALLTEL's facilities.

(a) The notice shall be given in writing no later than 45 days after the receipt by SWBT of ALLTEL's completed application pursuant to Section 9.02 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the parties.

(b) The notice will include SWBT's estimate of make-ready charges, which estimate shall be stated on SWBT Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of EXHIBIT III.

(c) ALLTEL shall have 20 days (the "acceptance period") after receiving SWBT's estimate of make-ready charges to authorize completion of the make-ready work proposed by SWBT or to advise SWBT of its willingness to perform the proposed make-ready work itself. If ALLTEL advises SWBT that it is willing to perform the make-ready work proposed by SWBT in accordance with a design approved by SWBT and SWBT's specifications, SWBT will not, without due cause and justification, refuse to accept ALLTEL's offer to perform the work.

Authorization shall be accomplished by ALLTEL's signing the estimate and returning it to SWBT within the 20-day acceptance period.

(d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by ALLTEL's signing the revised estimate and returning it to SWBT within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.

(e) If ALLTEL does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, ALLTEL shall notify SWBT in writing by the 20th day whether ALLTEL is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c), or electing to treat SWBT's make-ready requirements as a denial of access.

(1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, SWBT shall contact ALLTEL to determine whether ALLTEL intends to withdraw its application. ALLTEL shall be deemed to have withdrawn its application if, in response to SWBT's inquiry, ALLTEL does not immediately sign and return the estimate to SWBT.

(2) If ALLTEL timely notifies SWBT that it is electing to treat SWBT's make-ready requirements as a denial of access, SWBT shall, within 20 days after receiving the notice, provide ALLTEL with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting SWBT's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SWBT's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SWBT's make-ready proposals and specifically address SWBT's rationale for rejecting ALLTEL's alternative written proposals, if any.

10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.

10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. ALLTEL shall make arrangements with the owners of other facilities attached to SWBT's poles or occupying space in SWBT's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of ALLTEL's facilities to or in SWBT's poles, ducts, and conduits.

10.08 Reimbursement for the Creation or Use of Additional Capacity. ALLTEL acknowledges that as a result of make-ready work performed to accommodate ALLTEL's facilities, additional capacity may become available on SWBT's poles or in its conduit system. In such event, ALLTEL shall not have any preferential right to utilize such additional capacity in the future and shall not be entitled to any pole attachment or conduit occupancy fees which may subsequently be paid to SWBT for the use of such additional capacity. SWBT shall, however, give ALLTEL notice of the subsequent use by SWBT or third parties of additional space or capacity created at ALLTEL's expense. If SWBT utilizes additional space or capacity created at ALLTEL's expense, SWBT will reimburse ALLTEL on a pro-rata basis for SWBT's share, if any, of ALLTEL's capacity expansion costs, to the extent reimbursement is required by the Pole Attachment Act and applicable rules, regulations, and commission orders. If any third party later utilizes any such additional space or capacity, SWBT shall, at the request of ALLTEL or such third party, provide such information as may be available to SWBT to assist ALLTEL and such third party in determining the amount, if any, which such third party may owe ALLTEL as its pro-rata share of ALLTEL's capacity expansion costs. SWBT, ALLTEL, and such third parties shall work together to determine the amounts owing to ALLTEL under this section.

10.09 License and Attachment. After all required make-ready work is completed, SWBT will issue a license confirming that ALLTEL may attach specified facilities to SWBT's poles or place specified facilities in SWBT's conduit system. ALLTEL shall have access to attach or place only those facilities specifically described in licenses subject to this Appendix, and no others, except as otherwise specifically provided in (a) Sections 8.03 and 12.03 or other provisions of this Appendix, (b) any other written agreement between the parties providing for such access, or (c) the provisions of any applicable tariffs or commission orders.

ARTICLE 11: CONSTRUCTION OF ALLTEL'S FACILITIES

11.01 Responsibility for Attaching and Placing Facilities. Each party shall be responsible for the actual attachment of its facilities to SWBT's poles and the actual placement of its facilities in SWBT's ducts, conduits, and rights-of-way and shall be

solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, each party shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

11.02 Construction Schedule. After the issuance of a license, ALLTEL shall provide SWBT with an updated construction schedule and shall thereafter keep SWBT informed of anticipated changes in the construction schedule. Construction schedules received by SWBT shall be subject to the provisions of Article 30 of this Appendix (Confidentiality of Information). Construction schedules required by this section shall include, at a minimum, the following information:

(a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

(b) the names of each contractor and subcontractor that will be involved in the construction activities;

(c) the estimated dates when construction will begin and end;
and

(d) the approximate dates when ALLTEL or personnel working on ALLTEL's behalf will be performing construction work in connection with the attachment of ALLTEL's facilities to SWBT's poles or the placement of ALLTEL's facilities in any part of SWBT's conduit system.

ARTICLE 12: USE AND ROUTINE MAINTENANCE OF ALLTEL'S FACILITIES

12.01 Use of ALLTEL's Facilities. Each license granted under this Appendix authorizes ALLTEL to have access to ALLTEL's facilities on or within SWBT's poles, ducts, and conduits as needed for the purpose of serving ALLTEL's customers.

12.02 Routine Maintenance of ALLTEL's Facilities. Each license granted under this Appendix authorizes ALLTEL to engage in routine maintenance of facilities located on or within SWBT's poles, ducts, and conduits pursuant to such license. Routine maintenance does not include the replacement or modification of ALLTEL's facilities in any manner which results in ALLTEL's attachments differing substantially in size, weight, or physical characteristics from the attachments described in ALLTEL's license.

12.03 Installation of Drive Rings and J-Hooks. ALLTEL may install drive rings and J-hooks on SWBT's poles for the attachment of drop wires as specified in this section.

(a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to ALLTEL.

(b) If attachment space has already been licensed to ALLTEL on a given SWBT pole, ALLTEL may install drive rings and J-hooks within the space assigned to ALLTEL (e.g., typically six inches above and six inches below ALLTEL's point of attachment on the pole if the point of attachment is in the center of the space assigned to ALLTEL) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in ALLTEL's licensed attachment space.

(c) ALLTEL's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to ALLTEL as provided in subsections (a) and (b) above; provided, however, that if attachment space already licensed to ALLTEL on a given SWBT pole is not adequate for ALLTEL's drive rings or J-hooks, ALLTEL may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks above or below ALLTEL's licensed attachment space as described in subsection (b) above. No additional attachment charges shall apply with respect to drive rings and J-hooks installed outside ALLTEL's licensed attachment space as provided in this subsection.

(d) If ALLTEL has not already been licensed attachment space on a given pole, ALLTEL may, when necessary, install drive rings and J-hooks on unassigned space on such pole without first obtaining a license for such attachment and shall, promptly following such installation, notify SWBT of the attachment. Such notification shall be made on a form to be developed by SWBT for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a prelicense survey or other inquiry by SWBT, and SWBT shall not be required to process the application, log the attachment as an assignment in its outside plant records, or issue a permanent license unless its specifically requested by ALLTEL to do so; provided, however, that a conditionally granted application under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this section or other provisions of this Appendix. Drive-rings and J-hooks installed pursuant to this subsection are pole attachments and charges for such attachments shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders.

(e) Notwithstanding the provisions of subsections (c) and (d) above, ALLTEL may not install drive rings and J-hooks in space assigned to SWBT or another joint user without the approval of SWBT or such other joint user and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent occupancy or use of such space by SWBT or other joint users. If the presence of such ALLTEL facilities will block or preclude the use of assigned or otherwise assignable space by SWBT or other joint users, ALLTEL shall, on SWBT's request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.

(f) SWBT may not install drive rings and J-hooks in space assigned to ALLTEL without ALLTEL's approval and shall, at ALLTEL's request, promptly relocate the facilities in order to accommodate ALLTEL's facilities and bear all expenses associated with such relocation. If SWBT drive rings or J-hooks have been installed in space subsequently assigned to ALLTEL, or if the presence of SWBT drive rings or J-hooks blocks or precludes the use of otherwise assignable space on SWBT's poles, SWBT shall, at ALLTEL's request, relocate such facilities, if it is feasible to do so, as make-ready work.

(g) ALLTEL shall, at the request of SWBT or another joint user, at ALLTEL's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on SWBT's poles other than as permitted in this section.

12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including but not limited to SWBT, ALLTEL, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by SWBT. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

12.06 Information Concerning the Maintenance of ALLTEL's Facilities. Promptly after the issuance of a license, ALLTEL shall provide SWBT with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of ALLTEL's facilities and shall thereafter notify SWBT of changes to such information. The manager responsible for routine maintenance of ALLTEL's facilities shall, on SWBT's request, identify any contractor, subcontractor, or other person performing maintenance activities on ALLTEL's behalf at a specified site.

12.07 Inspection of Facilities and Facilities Work by ALLTEL. Subject to the notice requirements of Section 6.11(a), ALLTEL may enter SWBT's conduit system at any time to inspect ALLTEL's own facilities. Subject to the notice requirements of Section 6.11(a), ALLTEL may also enter SWBT's conduit system to review facilities work performed by SWBT or any joint user; provided, however, that ALLTEL's review of facilities work performed by SWBT or joint users shall be for the sole purpose of ensuring the integrity of ALLTEL's facilities and shall be conducted by ALLTEL at ALLTEL's expense. ALLTEL shall limit its review of facilities work performed by SWBT and joint users to those work operations whose size or scope would lead ALLTEL to a reasonable expectation that damage to its facilities may have occurred or may be imminent.

ARTICLE 13: MODIFICATION OF ALLTEL'S FACILITIES

13.01 Notification of Planned Modifications. ALLTEL shall notify SWBT in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole or located in any SWBT duct or conduit. The notice shall contain sufficient information to enable SWBT to determine whether the proposed addition, relocation, replacement, or modification is permitted under ALLTEL's present license or requires a new or amended license. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of SWBT's poles, ducts, or conduits, and having no effect on the ability of SWBT or joint users to use or have access to SWBT's poles, ducts, conduits, or rights-of-way.

13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

(a) requires that **ALLTEL** occupy additional space on SWBT's poles except on a temporary basis in the event of an emergency;

(b) requires that **ALLTEL** occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Appendix) in any SWBT duct or conduit except on a temporary basis in the event of an emergency;

(c) results in the facilities attached being different from those described as authorized attachments in **ALLTEL**'s current license, notice of intent to occupy, or license application and supplemental documentation submitted to SWBT (e.g., different duct or size increase causing a need to recalculate storm loadings, guying, or pole class); or

(d) requires additional holding capacity on a permanent basis.

13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Appendix.

13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables. **ALLTEL** may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

13.05 Streamlined Procedures for the Issuance of Amended Licenses. SWBT may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of **ALLTEL**'s facilities when it appears to SWBT that the proposed additions, relocations, replacements, or modifications will not require make-ready work by SWBT, will not interfere with SWBT's use of its poles, conduit systems, or facilities attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

ARTICLE 14: REARRANGEMENT OF ALLTEL'S FACILITIES

14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.

14.02 Rearrangement of ALLTEL's Facilities at SWBT's Request. ALLTEL acknowledges that, from time to time, it may be necessary or desirable for SWBT to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by SWBT's own business needs or by factors outside of SWBT's control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to SWBT's poles, ducts, conduits, or rights-of-way.

(a) ALLTEL agrees that ALLTEL will cooperate with SWBT and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by ALLTEL in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then-applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act and the Telecommunications Act of 1996 and rules, regulations, and commission orders thereunder.

(b) ALLTEL shall make all rearrangements of its facilities 60 days after receiving written notification by SWBT of the required rearrangements, provided, however, that the 60-day period may be extended upon request by ALLTEL, which request will not be unreasonably refused by SWBT, if ALLTEL advises SWBT of the reason for the need for the extension and proposes an appropriate completion date. SWBT may request that such modification be made within a shorter period of time, in which event ALLTEL shall not reject such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:

- (1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);
- (2) the timeliness of SWBT's request to ALLTEL;
- (3) the nature and number of rearrangements sought;
- (4) the impact on the ability of the parties and joint users to meet customer service needs; and
- (5) risks of service interruption to customers of the parties and joint users.

(c) Nothing contained in this article shall preclude ALLTEL from advising SWBT, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to SWBT's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly and that it is highly desirable that all service providers utilizing SWBT's poles, ducts, and conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.05 of this Appendix. The parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs.

(a) Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

(b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to SWBT, ALLTEL, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a party using the maintenance duct for emergency repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.

(c) If necessary, other unoccupied ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information.

For each SWBT construction district, ALLTEL shall provide SWBT with the emergency contact number of ALLTEL's designated point of contact for coordinating the handling of emergency repairs of ALLTEL's facilities and shall thereafter notify SWBT of changes to such information.

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

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

(a) Emergency service restoration work requirements shall take precedence over other work operations.

(b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

(c) SWBT shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties are unable to reach prompt agreement; provided, however, that these decisions shall be made by SWBT on a nondiscriminatory basis in accordance with the principles set forth in this section.

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

(a) Before performing any corrective work involving facilities of the other party, SWBT or ALLTEL shall first attempt to notify the other party and coordinate corrective work. After such notice has been given, SWBT and ALLTEL shall coordinate corrective work.

(b) When an emergency situation exists such that advance notice and coordination are not practicable, either party may perform corrective work without first giving notice to the other party, and shall promptly notify the other party of the corrective work performed and the reason why notice was not given.

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

(a) When emergency pole replacements are required, SWBT shall promptly make a good faith effort to contact ALLTEL to notify ALLTEL of the emergency and to determine whether ALLTEL will respond to the emergency in a timely manner.

(b) If notified by SWBT that an emergency exists which will require the replacement of a pole, ALLTEL shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a SWBT replacement pole, the transfer shall be in accordance with SWBT's placement instructions.

(c) If ALLTEL is unable to respond to the emergency situation immediately, ALLTEL shall so advise SWBT and thereby authorize SWBT (or any joint user sharing the pole with SWBT) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on ALLTEL's behalf.

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

(a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

(b) ALLTEL agrees to reimburse SWBT for the costs incurred by SWBT for work performed by SWBT on ALLTEL's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by SWBT are for work performed in part for ALLTEL and in part for SWBT and third parties, ALLTEL shall only reimburse SWBT for ALLTEL's share of the costs.

ARTICLE 16: INSPECTION BY SWBT OF ALLTEL'S FACILITIES

16.01 SWBT's Right to Make Periodic or Spot Inspections. SWBT shall have the right, but not the duty, to make periodic or spot inspections at any time of ALLTEL's facilities attached to SWBT's poles or placed within SWBT's ducts, conduits, or rights-of-way. Such inspections may be conducted for the purpose of determining whether facilities attached to SWBT's poles or placed in SWBT's conduit system are in compliance with the terms of this Appendix and licenses subject to this Appendix.

SWBT may charge ALLTEL for inspection expenses only if the inspection reflects that ALLTEL is in substantial noncompliance with the terms of this Appendix. If the inspection reflects that ALLTEL's facilities are not in compliance with the terms of this Appendix, ALLTEL shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify SWBT in writing when the facilities have been brought into compliance.

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

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

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

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

(a) Before removing any such untagged or unmarked facilities, SWBT shall first attempt to determine whether the facilities are being used by ALLTEL or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on SWBT's poles or in SWBT's conduit system.

(b) SWBT shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.

(c) If the facilities appear to be facilities which are subject to a current license granted to ALLTEL under this Appendix, or if the facilities are ALLTEL facilities otherwise lawfully present on SWBT's poles or in SWBT's conduit system, SWBT shall give written notice to ALLTEL requesting ALLTEL to tag or mark the facilities within 60 days and ALLTEL shall either tag the facilities within the 60-day period, advise SWBT in writing of its schedule for tagging the facilities, or notify SWBT

in writing that it disclaims ownership of or responsibility for the facilities. If ALLTEL disclaims ownership of or responsibility for the facilities, ALLTEL shall disclose to SWBT the identity of the owner or other person or entity thought by ALLTEL to be responsible for the facilities.

(d) If the facilities appear to be local facilities used by ALLTEL but not authorized under a current license subject to this Appendix (or any other current agreement between the parties), the provisions of Sections 17.05-17.12 shall apply.

17.03 Report of Unlicensed Facilities. If ALLTEL determines that facilities presently owned or used by ALLTEL and attached to SWBT's poles are occupying space within any SWBT duct or conduit in this state or not the subject of current licenses, ALLTEL shall promptly notify SWBT and either apply for licenses for such facilities or remove the facilities from SWBT's poles, ducts or conduits. Nothing contained in this section shall be construed as requiring ALLTEL to make a field audit of its existing facilities.

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

17.05 Notice to ALLTEL. If any of ALLTEL's local facilities for which no license is presently in effect are found attached to SWBT's poles or anchors or within any part of SWBT's conduit system, SWBT, without prejudice to other rights or remedies available to SWBT under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written notice to ALLTEL advising ALLTEL that no license is presently in effect with respect to the facilities and that ALLTEL must, within 60 days, respond to the notice as provided in Section 17.06 of this Appendix. The notice shall include a statement by SWBT of the factual basis for its belief that the facilities in questioned may be ALLTEL's facilities. If it is determined that the facilities are not ALLTEL's facilities, ALLTEL is entitled to reasonable reimbursement for costs incurred in responding to the notice.

17.06 ALLTEL's Response. Within 60 days after receiving a notice under Section 17.05 of this Appendix, ALLTEL shall acknowledge receipt of the notice and submit to SWBT, in writing, either:

(a) a denial or disclaimer of ownership or other interest in the facilities, together with an explanation of the basis for such denial or disclaimer;

(b) a statement that the facilities are the subject of a current license, together with an explanation of the basis for ALLTEL's assertion that the facilities are currently licensed, or a statement that no license is required, and an explanation of the basis for that assertion; or

(c) an application for a new or amended license with respect to such facilities, together with a full and complete explanation of the circumstances under which such facilities were attached to, placed within, or allowed to remain on or in SWBT's poles or any part of SWBT's conduit system. Such explanation shall include, at a minimum, the following:

(1) the date (or estimated date) when such facilities were attached to SWBT's poles or placed in SWBT's conduit system, and the basis supporting ALLTEL's selection of such date (or estimated date); and

(2) the basis for ALLTEL's assertion, if any, that decisions to attach, place or allow the facilities to remain on or in SWBT's poles or conduit system were made in good faith and without intent to circumvent SWBT's pole attachment or conduit occupancy licensing requirements.

17.07 Denial or Disclaimer of Ownership or Other Interest. ALLTEL's submission to SWBT of a denial or disclaimer of ownership or other interest in the facilities shall constitute ALLTEL's waiver of any objection ALLTEL may have to SWBT's removal of the facilities. Submission of such a denial or disclaimer shall not be construed as an agreement by ALLTEL to pay any charges associated with removal of the facilities and shall be deemed to be a denial of any such responsibility.

17.08 Review by SWBT of Licensing Status. Within 15 business days after receiving ALLTEL's statement that the facilities are the subject of a current license or that no license is required, SWBT shall review ALLTEL's explanation of the basis for ALLTEL's assertions and shall advise ALLTEL, in writing, whether it agrees or disagrees with ALLTEL's assertions. If SWBT agrees with ALLTEL's assertions, the parties may amend the applicable license and no further action shall be required of ALLTEL. If SWBT does not accept ALLTEL's position, ALLTEL shall, within 60 business days, apply for a new or amended license as provided by Section 17.06(c) of this Appendix. Except that, if ALLTEL determines that the facility in question is the property of ALLTEL's long distance operations, ALLTEL will so notify SWBT and provide a contact within ALLTEL's long distance operations. SWBT shall thereafter deal with ALLTEL's long distance operations.

17.09 Approval of License and Retroactive Charges. If SWBT approves ALLTEL's application for a new or amended license, ALLTEL shall be liable to SWBT for all fees and charges associated with the unauthorized attachments as specified in Section 17.10 of this Appendix. The issuance of a new or amended license as provided by this article shall not operate retroactively or constitute a waiver by SWBT of any of its rights or privileges under this Appendix or otherwise.

17.10 Fees and Charges. This section applies to fees and charges with respect to ALLTEL's facilities placed on or in SWBT pole, duct, or conduit space which has not been assigned to ALLTEL. ALLTEL shall be liable to SWBT for all fees and charges associated with any such unauthorized pole attachments or conduit occupancy for which it is responsible. Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from SWBT's poles or conduit system and shall include, but not be limited to, all fees and charges which would have been due and payable if ALLTEL and its predecessors had continuously complied with all applicable SWBT licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. The parties shall engage in good faith discussions to reach a mutually agreed determination as to the amount due and owing. In some cases, it may be impractical, unduly difficult, or uneconomical to determine the actual amount of fees which would have been due and payable if all licensing requirements had been met. Therefore, if the parties, through good faith discussions fail to reach agreement on the amount due and owing, and if the amount due and owing cannot be determined due to ALLTEL's inability to provide the information required to determine the correct amount, the amount owing with respect to each unauthorized attachment or occupancy shall be equal to three times the annual attachment and occupancy fees in effect on the date ALLTEL is notified by SWBT of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, ALLTEL shall rearrange or remove its unauthorized facilities at SWBT's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to SWBT or another joint user, and shall pay SWBT for all costs incurred by SWBT in connection with any facilities rearrangements, modifications, or replacements necessitated as a result of the presence of ALLTEL's unauthorized facilities.

17.11 Removal of Unauthorized Attachments. If ALLTEL does not apply for a new or amended license with respect to unauthorized facilities within the specified period of time, or if such application is received and specifically disapproved, SWBT shall by written notice request ALLTEL to remove its unauthorized facilities not less than 60 days from the date of notice and ALLTEL shall remove the facilities within the time specified in the notice; provided, however, that SWBT may request ALLTEL to remove such facilities at an earlier date if such earlier removal is necessary for reasons beyond SWBT's control. If the facilities have not been removed within the time specified in the notice, SWBT may, at SWBT's option, remove ALLTEL's facilities at ALLTEL's expense.

17.12 No Ratification of Unlicensed Attachments or Unauthorized Use of SWBT's Facilities. No act or failure to act by SWBT with regard to any unlicensed attachment or occupancy or unauthorized use of SWBT's facilities shall be deemed to constitute a ratification by SWBT of the unlicensed attachment or occupancy or unauthorized use, nor shall the payment by ALLTEL of fees and charges for unauthorized pole attachments or conduit occupancy exonerate ALLTEL from civil or criminal liability for any deliberate trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

ARTICLE 18: REMOVAL OF ALLTEL'S FACILITIES

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

(a) ALLTEL shall give SWBT, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of SWBT's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name and telephone number of the manager responsible for the removal of the facilities, and the estimated dates when removal of the facilities will begin and end.

(b) ALLTEL shall, if requested by SWBT to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by ALLTEL.

(c) Except as otherwise agreed upon in writing by the parties, ALLTEL must, after removing its facilities, plug all previously occupied ducts at the entrances to SWBT's manholes (if SWBT would itself plug the ducts under the same circumstances) in accordance with the standards set by SWBT for its operations, provided that such standards have been communicated in writing to ALLTEL at least 60 days in advance of the removal of ALLTEL's facilities.

(d) ALLTEL 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 ALLTEL's facilities from SWBT's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

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

18.02 Removal of Facilities Not in Active Use. At SWBT's request, ALLTEL shall remove from SWBT's poles, ducts, conduits, and rights-of-way any of ALLTEL's facilities which are no longer in active use; provided, however, that ALLTEL shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. ALLTEL 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 facility. ALLTEL 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 excavation in a manner analogous to the provisions of Section 10.02(c) of this Appendix. ALLTEL shall not abandon any of its facilities by leaving them on SWBT's poles, in SWBT's ducts, conduits, or rights-of-way, at any location where they may block access to or obstruct SWBT's poles, ducts, conduits, or rights-of-way, or on any public or private property (other than property owned or controlled by ALLTEL) in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

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

18.04 Removal Following Replacement of Facilities. Each party shall remove facilities no longer in service from SWBT's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date such party 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 ducts shall be governed by Section 12.04, 13.03, and 15.02 of this Appendix; provided further that this section applies only to the removal of facilities which have been replaced after the effective date of this Appendix; and provided that neither party shall be required to remove such facilities when due cause and justification exists for allowing them to remain in place. Neither party shall be required by this section to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless the other party requests such removal and removal expenses are paid by the person or entity requesting removal. Neither party shall be required to remove cables that would require excavation to remove unless the other party requests such removal and removal expenses are paid by the person or entity requesting removal.

18.05 Removal to Avoid Forfeiture. If the presence of ALLTEL's facilities on SWBT's poles or in SWBT's ducts, conduits, or rights-of-way would cause a forfeiture of the rights of SWBT to occupy the property where such pole, duct, conduit, or right-of-way is located, SWBT will promptly notify ALLTEL in writing and ALLTEL shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. SWBT will give ALLTEL not less than 60 days from the date of notice to remove ALLTEL's facilities unless prior removal is required to prevent the forfeiture of SWBT's rights. At ALLTEL's request, the parties will engage in good faith negotiations with each other, with joint users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of ALLTEL's facilities in the face of a threatened forfeiture.

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

18.07 Notice of SWBT's Intent to Remove Facilities. If ALLTEL fails to remove its facilities from SWBT's poles, ducts, or conduits in accordance with the provisions of Sections 18.01-18.06 of this Appendix, SWBT may remove such facilities and store them at ALLTEL's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to ALLTEL for any injury, loss, or damage resulting from such actions. SWBT shall give ALLTEL not less than 60 days prior written notice of its intent to remove ALLTEL's facilities pursuant to this section and shall not remove the facilities, without first obtaining a court order authorizing such removal, pending the resolution of any dispute resolution procedures or legal proceedings initiated by either party to resolve questions relating to SWBT's right to remove the facilities. The notice shall state:

(a) the date when SWBT plans to commence removal of ALLTEL's facilities, and that ALLTEL may remove the facilities at ALLTEL's sole cost and expense at any time before the date specified;

(b) SWBT's plans with respect to disposition of the facilities removed; and

(c) that ALLTEL's failure to remove the facilities or make alternative arrangements with SWBT for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

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

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

ARTICLE 19: FEES, CHARGES, AND BILLING

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

(a) Rates for Pole Attachments and Conduit Occupancy. In accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, ALLTEL 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 ALLTEL 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 ALLTEL. The amount charged by SWBT to ALLTEL 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 ALLTEL on a going-forward basis.

(c) Partial Duct and Inner Duct Occupancy Rates. SWBT's rates for partial duct and inner duct occupancy shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and Commission orders thereunder. Partial duct and inner duct rates shall be standardized rather than determined on a case-by-case

basis which requires individual analysis of conduit sections occupied. If two or more cable facilities occupy a duct that has not been subdivided by inner duct, a half-duct occupancy rate will apply for each cable facility placed in the duct. A half-duct occupancy rate will apply to the first facility placed by ALLTEL in a previously unoccupied duct that has not been subdivided by inner duct if the presence of ALLTEL'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 ALLTEL by SWBT under this Appendix.

19.02 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and licenses subject to this Appendix shall be due and payable in advance. Fees for pole attachments shall be based on the number of ALLTEL's pole attachments as of the date of billing by SWBT, and shall be payable semiannually in advance. For billing purposes, a single pole attachment includes the point of attachment and all facilities located in the usable space on the pole six inches above and six inches below the point of attachment, together with routine ancillary apparatus such as anchors, dead-end clamps, strands, drop-wire, drive rings, J-hooks, and other ancillary apparatus that does not interfere with the ability of SWBT and others to occupy usable space on the pole other than usable space assigned to ALLTEL. Fees for conduit occupancy shall be based on the number of duct feet occupied by or assigned to ALLTEL as of the date of billing by SWBT, and shall be payable semiannually in advance. Pole attachment and conduit occupancy space occupied by or assigned to ALLTEL shall be subject to billing whether or not a current license for such space is in effect.

(a) Bills shall be submitted to ALLTEL 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 new pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semi-annual bill.

(c) Charges shall be prorated on a daily basis following the removal of ALLTEL's facilities and shall be retroactively adjusted as a credit on the next semiannual bill.

19.03 Make-Ready Charges. Except as provided in Section 10.02(a), ALLTEL will pay half of SWBT's make-ready charges after 50% completion of work, and the remainder at completion. Bills and invoices submitted by SWBT to ALLTEL for make-ready charges shall be due and payable 30 days after the date of the bill or invoice.

19.04 Due Date for Payment, Interest on Past Due Invoices, Remedies for Non-payment, and Procedures for Disputing Charges. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to ALLTEL 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. ALLTEL agrees to pay each such bill or invoice on or before the stated due date. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 60 days after the date of the bill or invoice.

(a) Interest on past due bills and invoices shall accrue at the rate of 12% per annum, or the maximum rate allowed by law, whichever is less.

(b) If ALLTEL fails to pay, when due, any fees or charges billed to ALLTEL under this Appendix, and any portion of such fees or charges remains unpaid more than 15 calendar days after the due date, SWBT may send ALLTEL a written notice advising ALLTEL that this Appendix, or specified licenses subject to this Appendix, may be terminated if such fees or charges are not paid within 15 calendar days after the date of the notice. ALLTEL must remit to SWBT all such unpaid fees or charges, whether disputed or undisputed, within 15 days after the date of the notice. If ALLTEL pays disputed fees under protest, and it is later determined that such fees or any portion thereof should be refunded, the portion of fees to be refunded shall be refunded with interest at the rate of 12% per annum or the maximum rate allowed by law, whichever is less.

(c) ALLTEL may dispute any fees or charges billed by SWBT to ALLTEL under this Appendix by invoking the dispute resolution procedures available to ALLTEL under the parties' Interconnection Agreement or otherwise agreed to by the parties.

(d) If ALLTEL does not dispute such fees or charges and any portion of such undisputed fees or charges remains unpaid 30 calendar days after the date of the notice, SWBT may, to the extent permitted by the Pole Attachment Act and applicable rules, regulations, and commission orders, terminate this Appendix and licenses subject to this Appendix, suspend the processing of pending applications for access to SWBT's poles, ducts, conduits, and rights-of-way located in this State, and refuse to accept further applications for access until such undisputed fees or charges, together with accrued interest thereon, have been paid in full. SWBT shall not terminate this Appendix for licenses subject to this Appendix for minor monetary amounts.

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

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.01 Bond May Be Required. SWBT may require ALLTEL, authorized contractors and other persons acting on ALLTEL'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 23.02 of this Appendix.

(a) If ALLTEL elects to perform make-ready or facilities modification work under Section 6.08(c) or Sections 10.02 - 10.05 of this Appendix, SWBT may require ALLTEL, authorized contractors, and other persons acting on ALLTEL's behalf to execute bonds equivalent to those which would be required by SWBT if the work had been performed by contractors, subcontractors, or other persons selected directly by SWBT. No bonds shall be required of ALLTEL, authorized contractors, or other persons acting on ALLTEL's behalf except in those situations where a bond would be required if the work were being performed on SWBT's behalf.

(b) No other bond shall be required of ALLTEL to secure obligations arising under this Appendix in the absence of due cause and justification.

(c) If a bond or similar form of assurance is required of ALLTEL, an authorized contractor, or other person acting on ALLTEL's behalf, ALLTEL shall promptly submit to SWBT, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing SWBT 60 days written notice.

(d) SWBT may communicate directly with the issuer of any bond required by SWBT pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

**ARTICLE 21
RESERVED FOR FUTURE USE**

**ARTICLE 22
RESERVED FOR FUTURE USE**

ARTICLE 23: INSURANCE

23.01 Insurance Required. ALLTEL shall comply, and cause its contractors and subcontractors acting on its behalf to comply, with the insurance requirements specified in this section:

(a) Unless ALLTEL has provided proof of self-insurance as permitted in Section 23.02 below, ALLTEL shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name SWBT as an additional insured and shall include provisions requiring the insurer to give SWBT notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SWBT's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.

(b) Exclusions from coverage or deductibles, other than those expressly permitted in Exhibit IV, must be approved in writing by SWBT.

(c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way on ALLTEL's behalf shall be required to meet the same insurance (or self-insurance) requirements applicable to contractors performing similar work on SWBT's behalf.

(d) Self-insurance shall be permitted for persons and entities (including but not limited to ALLTEL and authorized contractors) meeting the self-insurance requirements set forth in Section 23.02 of this Appendix.

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

(a) ALLTEL shall submit to SWBT adequate proof (as determined by SWBT) that the companies insuring ALLTEL are providing all coverages required by this Appendix. ALLTEL's insurers shall provide SWBT with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to SWBT.

(b) SWBT will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SWBT will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is a least 10 times the minimum liability limits set forth in Exhibit IV and SWBT is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

23.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 23.02, must be in effect before SWBT will issue pole attachment or conduit occupancy licenses under this Appendix and shall remain in force until all of ALLTEL's facilities have been removed from SWBT's poles, ducts, conduits, and rights-of-way.

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

ARTICLE 24: ASSIGNMENT OF RIGHTS

24.01 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.

(a) Either party may assign or transfer rights or obligations under this Appendix, on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent which consent may be withheld only for due cause and justification.

(b) The parties shall provide each other with 60 days advanced notice in writing of any assignment subject to the provisions of this Article.

(c) Either party may assign or transfer rights or obligations under this Appendix on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent, which consent may be withheld only for due cause and justification.

24.02 Sublicenses Prohibited. Nothing contained in this Appendix shall be construed as granting ALLTEL the right to sublicense any rights under this Appendix or licenses subject to this Appendix to any third party. Except as otherwise expressly permitted in this Appendix, ALLTEL shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to ALLTEL or to utilize such space.

ARTICLE 25: TERMINATION

25.01 Termination of Appendix Due to Non-Use of Facilities. Termination Due to Non-Use of Facilities. ALLTEL shall, by written notice to SWBT, terminate this Appendix and all licenses subject to this Appendix if ALLTEL ceases to be a party entitled to access to SWBT's poles, ducts, conduits and rights-of-way under the Pole Attachment Act, ceases to do business in this State, or ceases to make active use of SWBT's poles, ducts, conduits, and rights-of-way in this State.

25.02 Limitation, Termination, or Refusal of Access for Certain Material Breaches. ALLTEL's access to SWBT's poles, ducts, conduits, and rights-of-way shall not materially interfere with or impair service over any facilities of SWBT or any joint user, cause material damage to SWBT's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SWBT or any joint user, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of SWBT's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SWBT may limit, terminate or refuse access if ALLTEL violates

this provision; provided, however, that such limitation, termination or refusal will be limited to ALLTEL's access to poles, ducts, conduits, and rights-of-way located in the SWBT construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable ALLTEL to adopt suitable controls to prevent further violations, and shall be subject to review, at ALLTEL's request, pursuant to the dispute resolution procedures applicable to this Appendix or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event ALLTEL 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.

25.03 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 25.02 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 applicable to this Appendix or any dispute resolution procedures offered by the FCC or Missouri Public Service 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 26
RESERVED FOR FUTURE USE**

**ARTICLE 27
RESERVED FOR FUTURE USE**

**ARTICLE 28
RESERVED FOR FUTURE USE**

ARTICLE 29: NOTICES

29.00 Scope of Article. This Article applies only to operational notices regarding poles, ducts, conduits, and rights-of-way. For all other notices, please refer to the terms and conditions section of the Interconnection Agreement.

29.01 Notices to ALLTEL. All written notices required to be given to ALLTEL shall be delivered or mailed to ALLTEL's duly authorized agent or attorney, as designated in this section. ALLTEL may add special instructions by submitting to SWBT such instructions under an exhibit to be named Exhibit VI.

(a) Such notice may be delivered to ALLTEL's duly authorized agent or attorney in person or by agent or courier receipted delivery.

(b) Such notice may be mailed to ALLTEL's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

(c) ALLTEL may authorize delivery of the notice by telephonic document transfer to the ALLTEL's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.

(d) Notices to ALLTEL shall be sent to the authorized agent or attorney designated below:

Suzanne McCormick
Staff Manager – Interconnection Services
ALLTEL Communications, Inc.
One Allied Drive
Little Rock, AR 72202

29.02 Notices to SWBT. Except as otherwise provided in EXHIBIT VII (“Notices to SWBT”), all written notices required to be given to SWBT shall be delivered or mailed to SWBT’s duly authorized agent or attorney, as designated in this section.

(a) Such notice may be delivered to SWBT’s duly authorized agent or attorney in person or by agent or courier receipted delivery.

(b) Such notice may be mailed to SWBT’s duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

(c) SWBT may authorize delivery of the notice by telephonic document transfer to SWBT’s duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.

(d) On the effective date of this Appendix, and until further notice to ALLTEL, SWBT’s duly authorized agent shall be the Utility Liaison Supervisor (“ULS”) designated in EXHIBIT VIII.

29.03 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

ARTICLE 30: CONFIDENTIALITY OF INFORMATION

30.01 Information Provided by ALLTEL to SWBT. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by ALLTEL to SWBT in connection with this Appendix (including but not limited to information submitted in connection with ALLTEL’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 ALLTEL and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or

knowledge related to ALLTEL's review of records regarding a particular market area, or relating to assignment of space to ALLTEL in a particular market area, and further includes knowledge or information about the timing of ALLTEL's request for or review of records or its inquiry about SWBT facilities. This article does not limit the use by SWBT of aggregate information relating to the occupancy and use of SWBT's poles, ducts, conduits, and rights-of-way by firms other than SWBT (that is, information submitted by ALLTEL and aggregated by SWBT in a manner that does not directly or indirectly identify ALLTEL).

30.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by ALLTEL to SWBT in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 30.03 to 30.06.

30.03 Permitted Uses of ALLTEL's Confidential or Proprietary Information. SWBT and persons acting on SWBT's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize ALLTEL's Confidential or Proprietary information for the following purposes, and no others: (a) posting information, as necessary, to SWBT's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT's poles, ducts, conduits, and rights-of-way and any SWBT facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SWBT's obligations under this Appendix and similar agreements with third parties; (d) performing SWBT's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SWBT's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SWBT's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

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

30.05 Defense of Claims. In the event of a dispute between SWBT and any person or entity, including ALLTEL, concerning SWBT's performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with

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

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

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

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____
Signature of SWBT's Authorized Officer/Employee:

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

Position/Title of SWBT's Authorized Officer/Employee

Date

ALLTEL COMMUNICATIONS, INC.

By: _____
Signature of ALLTEL's Authorized Officer/Employee

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

Title of ALLTEL's Authorized Officer/Employee

Date

**EXHIBIT I
(MISSOURI)**

Reserved for Future Use

EXHIBIT II
IDENTIFICATION OF APPLICANT (MISSOURI)

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

Applicant's legal name is ALLTEL Communications, Inc..

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

Applicant does business under the following assumed names: _____

Applicant is:

☐ a corporation organized under the laws of the State of _____,
charter no. _____;

☐ a partnership organized under the laws of the State of _____; or

☐ another entity, as follows: _____

Applicant represents that Applicant is:

☐ (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));

☐ (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

☐ (3) a person or entity which is neither (1) nor (2) above, as follows:

EXHIBIT III
ADMINISTRATIVE FORMS AND NOTICES (MISSOURI)

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

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

EXHIBIT IV
INSURANCE REQUIREMENTS (MISSOURI) -- PAGE 1 OF 4

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

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

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

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

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

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

EXHIBIT IV
INSURANCE REQUIREMENTS (MISSOURI) -- PAGE 2 OF 4

standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
 - 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
 - 3) Independent Contractors coverage to provide protection for ALLTEL's's contractors, subcontractors, and other persons or entities acting on ALLTEL's's behalf.
 - 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
 - 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
 - 6) Contractual Liability coverage to provide financial responsibility for the ALLTEL to meet its indemnification obligations.
 - 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of ALLTEL and damage to work performed by or on behalf of the ALLTEL.
- b) Minimum policy limits shall be as follows:
- General Aggregate Limit: \$1,000,000.
- Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.
- Sublimit for personal injury and advertising: \$1,000,000.
- Products/Operations Aggregate Limit: \$1,000,000.
- Each occurrence sublimit for Products/Operations: \$1,000,000.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

EXHIBIT IV
INSURANCE REQUIREMENTS (MISSOURI) -- PAGE 3 OF 4

- d) Policy language or endorsements adding SWBT as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SWBT from any liability for bodily injury or property damage arising out of ALLTEL's operations.

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

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

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

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

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

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

EXHIBIT IV
INSURANCE REQUIREMENTS (MISSOURI) -- PAGE 4 OF 4

- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

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

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

- e) The certificate holder shall be:

Southwestern Bell Telephone Company
12930 Olive Street Road, Floor 2
Creve Couer, Missouri 63141

ATTENTION: Utility Liaison Supervisor

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

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

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

EXHIBIT V
NONDISCLOSURE AGREEMENT (MISSOURI) -- PAGE 1 OF 4

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

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

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

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

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

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

EXHIBIT V
NONDISCLOSURE AGREEMENT (MISSOURI) -- PAGE 2 OF 4

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

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

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

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

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or

EXHIBIT V
NONDISCLOSURE AGREEMENT (MISSOURI) -- PAGE 3 OF 4

Reproduced," or the like.

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

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

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

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

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

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

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

EXHIBIT V
NONDISCLOSURE AGREEMENT (MISSOURI) -- PAGE 4 OF 4

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

Recipient (Print or Type Name)

Southwestern Bell Telephone Company

By _____
Signature of Recipient or Representative

By _____
Signature

Name (Printed or Typed)

Name (Printed or Typed)

Address

Address

City, State, and Zip Code

City, State, and Zip Code

Phone

Phone

Date

Date

EXHIBIT VI
NOTICES TO BCI (MISSOURI)

Reserved for Future Notices to BCI

EXHIBIT VII
NOTICES TO SWBT (MISSOURI) – PAGE 1 OF 3

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

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

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

EXHIBIT VII
NOTICES TO SWBT (MISSOURI) -- PAGE 2 OF 3

- 17.06 Notification of applicants response to ownership of facilities in question.
- 18.01(a) Notice of intent to remove facilities
- 18.01(e) Notice of intent to terminate license
- 18.05 Notification of completion of removal of facilities
- 20.01(c) Notification of change of bond
- 21.17 Reserved for Future Use
- 23.00 All notifications of insurance coverage in Article 23
- 24.02 Notification of assignment
- 25.01 Notification of Termination
- 27.04 Not Applicable
- 29.03 Notification of change in notice requirements.

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

- 6.05(a) Notifications relating to electrical interference
- 6.09(d) Notifications of unsafe conditions
- 6.11(a) Notification of manhole entry
- 6.13(c) Notification of hazardous substances
- 10.02(b) Notification of materials required for self-provisioning of inner duct
- 15.04 Notification of conditions requiring emergency repair

EXHIBIT VII
NOTICES TO SWBT (MISSOURI) -- PAGE 3 OF 3

15.06(a) Notification of performing corrective work on emergency repair

15.06(b) Notification of performing corrective work on emergency repair.

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

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

EXHIBIT VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (MISSOURI)

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

The Utility Liaison Supervisor for Missouri is named below. Notices to the Utility Liaison Supervisor for areas codes 417, 660, and 816 should be addressed as follows:

Name: Wayne White

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 500 E. 8th, Room 598

City/State/Zip: Kansas City, Missouri 64106

Notices to the Utility Liaison Supervisor for the 314 and 573 area codes should be addressed as follows:

Name: Daniel Goodwin

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 12930 Olive Street Road, Floor 2

City/State/Zip: Creve Couer, Missouri 63141

ATTACHMENT 14:
APPENDIX NUMBER PORTABILITY

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**APPENDIX NP
(NUMBER PORTABILITY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means an ILEC doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.11 As used herein, **NEVADA** means an ILEC doing business in Nevada.

- 1.12 As used herein, SNET means an ILEC doing business in Connecticut.
- 1.13 The prices at which SBC-13STATE agrees to provide CLEC with Numbering Portability are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. **INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY]**

- 2.1 Due to all PACIFIC and SBC-AMERITECH switches being LNP capable, this Section does not apply to PACIFIC or SBC-AMERITECH. As of 11/13/99, it will not apply to SNET and after 12/31/99, it will not apply to NEVADA.
- 2.2 General Terms and Conditions
 - 2.2.1 SBC-SWBT and CLEC will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or SBC-SWBT. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.
- 2.3 Service Provided
 - 2.3.1 SBC-SWBT shall provide INP to CLEC only, as described herein.
 - 2.3.2 SBC-SWBT shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SBC-SWBT does not offer INP services and facilities for NXX codes 555, 976, 950.
 - 2.3.3 SBC-SWBT shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by SBC-SWBT to the End User, unless full payment is made, or an agreement is reached where CLEC agrees to make full payment on the End User's behalf, including any termination amounts due.
 - 2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SBC-SWBT shall make INP service available only from, or to host central offices.

2.4 Obligations of SBC-SWBT

- 2.4.1 SBC-SWBT's sole responsibility is to comply with the service requests it receives from CLEC and to provide INP in accordance with this Appendix.

2.5 Obligations of CLECs

- 2.5.1 CLEC shall coordinate the provision of service with SBC-SWBT to assure that CLEC's switch is capable of accepting INP ported traffic.
- 2.5.2 CLEC is solely responsible to provide equipment and facilities that are compatible with SBC-SWBT's service parameters, interfaces, equipment and facilities. CLEC shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SBC-SWBT or any of its End Users. In the event that SBC-SWBT determines in its sole judgment that CLEC will likely impair or is impairing, or interfering with any equipment, facility or service of SBC-SWBT or any of its End Users, SBC-SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or SBC-SWBT's tariffs, where applicable.
- 2.5.3 CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an End User.
- 2.5.4 Where CLEC chooses to disconnect or terminate any INP service, CLEC shall designate which standard SBC-SWBT intercept announcement SBC-SWBT shall provide for disconnected number.
- 2.5.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by SBC-SWBT to its own End User subscribers has elapsed, the ported telephone number will be released back to SBC-SWBT.
- 2.5.5.1 Formerly ported telephone numbers which revert to SBC-SWBT as described above shall be reassigned or provided with a standard SBC-SWBT intercept announcement in accordance with SBC-SWBT's standard operating procedures then in effect.

2.5.6 CLEC shall designate to SBC-SWBT at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to CLEC assigned telephone numbers:

2.5.6.1 CLEC may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

2.5.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

2.6 Limitations Of Service

2.6.1 SBC-SWBT is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2.6.2 End-to-end transmission characteristics cannot be specified by SBC-SWBT for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

2.7 Service Descriptions

2.7.1 INP-Remote

2.7.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to SBC-SWBT, is automatically forwarded to CLEC-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by CLEC at the same wire center wherein the ported number resides.

2.7.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to CLEC's specified forwarded-to number. Additional call paths are available on a per path basis.

2.7.1.3 The CLEC-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access

billing, i.e., an incoming call to the SBC-SWBT ported number shall be handled like any other SBC-SWBT call being terminated to that end office and the ported call to CLEC assigned telephone number in CLEC switch shall be handled as any local calls between SBC-SWBT and CLEC.

- 2.7.1.4 Where facilities exist, SBC-SWBT will provide identification of the originating telephone number, via SS7 signaling, to CLEC.

2.7.2 INP-Direct

- 2.7.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to CLEC's switching (central office or premises) equipment for identification and subsequent routing and call completion.

- 2.7.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

2.7.2.2.1 Where the location of CLEC's switching equipment to which SBC-SWBT is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, CLEC shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

- 2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per SBC-SWBT switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

- 2.7.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.8 Intercompany Terminating Compensation

- 2.8.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party \$1.75 per month for each business line and \$1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is

established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.9 Pricing

2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.

2.9.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. **PERMANENT NUMBER PORTABILITY (PNP)**

3.1 General Terms and Conditions

3.1.1 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.

3.1.2 Other than as specifically set out elsewhere in this agreement, **SNET** does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

3.2 Service Provided

3.2.1 **SBC-12STATE** provides CLECs the use of the **SBC-12STATE** PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE's** PNP

database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 SBC-12STATE will provide CLEC the use of the SBC-12STATE PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of SBC-12STATE

3.3.1 PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.

3.3.2 SBC-SWBT has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA	DEPLOYMENT WAS COMPLETED BY
Houston	May 26, 1998
Dallas, St. Louis	June 26, 1998
Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998
Tulsa; El Paso, Wichita, Little Rock	December 31, 1998

3.3.3 After December 31, 1998, SBC-SWBT will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from the CLEC (see EXHIBIT 1).

- 3.3.4 SBC-12STATE may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 Obligations of CLEC

- 3.4.1 When purchasing the SPNP Database Query, CLEC will access SBC-12STATE's facilities via an SS7 link: SBC-AMERITECH - Section 8 of FCC No. 2 Access Service Tariff/NEVADA - Section 6 of FCC No. 1 Access Services tariff/PACIFIC - Section 6 of FCC No. 128 Access Service tariff/ SBC-SWBT- Section 23 and 32 of FCC No. 73 Access Service Tariff) to the SBC-12STATE STP.
- 3.4.2 When purchasing the SPNP Query - Prearranged, CLEC will advise PACIFIC/NEVADA/SBC-SWBT of the entry point(s) of queries to the PACIFIC/NEVADA/SBC-SWBT network and provide a query forecast for each entry point.
- 3.4.3 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.
- 3.4.4 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a SBC-SWBT switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.
- 3.4.5 When CLEC requests that an NXX in an LRN capable SBC-12STATE switch become portable, CLEC shall follow the industry standard LERG procedure.
- 3.4.6 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 3.4.7 CLEC shall adhere to SBC-12STATE's Local Service Request (LSR) format and PNP due date intervals.
- 3.4.8 CLEC shall adhere to SBC-12STATE's reserved number terms and conditions pursuant to Appendix Numbering.

3.5 Obligations of Both Parties

- 3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

3.6 Limitations of Service

- 3.6.1 Telephone numbers can be ported only within PACIFIC/NEVADA/SBC-SWBT toll rate centers / SBC-AMERITECH rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.
- 3.6.2 Telephone numbers in the following SBC-12STATE NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) SBC-12STATE Official Communications Services (OCS) NXXs.

- 3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

3.7 Service Descriptions

- 3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 3.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 3.7.6 If CLEC chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.
- 3.7.7 The CLEC shall be responsible for payment of charges to **SBC-12STATE** for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.
- 3.7.8 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

3.8.1 The price of PNP queries shall be the same as those in

SBC-AMERITECH - Section 6 of the FCC No. 2 Access Services Tariff
NEVADA BELL - Section 19 of the FCC No. 1 Access Services Tariff
PACIFIC BELL - Section 13 of the FCC No. 128 Access Services Tariff
SBC-SWBT - Section 34 of the FCC No. 73 Access Services Tariff.

3.8.2 CLEC agrees not to charge SBC-12STATE, nor any SBC Affiliate, SBC Subsidiary, or SBC-12STATE End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

4. **INP TO PNP TRANSITION**

- 4.1 PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.
- 4.2 SBC-SWBT has deployed LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they wanted LRN deployed.
- 4.3 CLECs shall issue LSRs to change their existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.
- 4.4 New requests for INP will not be provided in a SBC-12STATE switch once LRN has been deployed in that switch.
- 4.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

5. **MASS CALLING CODES**

5.1 General Terms and Conditions

- 5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SBC-12STATE in special circumstances where large numbers of incoming calls are solicited by an End User and the

number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

- 5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, SBC-12STATE will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

- 5.2.1 SBC-12STATE 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-12STATE mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC-12STATE mass calling tandem and/or SBC-AMERITECH mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC-12STATE 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.
- 5.2.2 When a CLEC requests that a SBC-12STATE number with a mass calling NXX code be ported to its network, SBC-12STATE 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.

5.3 Obligations of SBC-12STATE

- 5.3.1 SBC-12STATE will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the SBC-12STATE CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.
- 5.3.2 SBC-12STATE will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, SBC-12STATE shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 Obligations of CLEC

- 5.4.1 CLEC shall agree to adhere to SBC-12STATE LSR format and mass calling due date intervals.
- 5.4.2 The CLEC shall provide the facility and DID trunk group from the SBC-12STATE CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.
- 5.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 CLEC Mass Calling Codes

- 5.5.1 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-12STATE mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from SBC-12STATE's tandem and/or SBC-AMERITECH 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-12STATE 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.
- 5.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where SBC-12STATE and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

- 5.6.1 CLEC shall adhere to SBC-12STATE's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

6. PROVISION OF INP AND PNP BY CLEC TO SBC-SWBT

- 6.1 CLEC shall provide INP and PNP to SBC-SWBT under no less favorable terms and conditions as when SBC-SWBT provides such services to CLEC.

7. PROVISION OF PNP BY CLEC TO PACIFIC/NEVADA/SBC-AMERITECH

- 7.1 CLEC shall provide PNP to PACIFIC/NEVADA/SBC-AMERITECH under no less favorable terms and conditions as when PACIFIC/NEVADA/SBC-AMERITECH provides such services to CLEC.

EXHIBIT 1

[This Attachment is applicable to SBC-SWBT only.]
PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country
and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. SBC-SWBT is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its SBC-SWBT Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.
- An initial response from the SBC-SWBT Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

TO: _____ (name of service provider)
 _____ (address of service provider)
 _____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
 _____ (requester switch(es)/CLLI)
 _____ (authorized by name)
 _____ (authorized by title)
 _____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
 Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team
(Continued)

- Notes: ¹ List each switch targeted for LNP by its specific CLLI code.
² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.
³ Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

- ⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____	_____	_____
_____ (CLLI 2)	_____	_____	_____
_____ (CLLI 3)	_____	_____	_____
_____ (CLLI 4)	_____	_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

_____ (CLLI 2): _____

_____ (CLLI 3): _____

Authorized company representative signature/title:

ATTACHMENT 15: 911/E911

**TERMS AND CONDITIONS FOR PROVIDING CONNECTION
TO 911/E911 UNIVERSAL EMERGENCY NUMBER SERVICE**

This Attachment 15: 911/E911 sets forth the terms and conditions under which SWBT will provide the connection between ALLTEL's local switch and 911 Universal Emergency Number Service.

1.0 Definitions

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

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

- 1.7 Selective Routing (SR) - A feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
- 1.8 Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features and database of E911 service.
- 1.9 ALI Database - A database which stores information associated with end user customers' telephone numbers.

2.0 Responsibilities

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

procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS" (dated July 31, 1996), and as subsequently modified consistent with industry standards. SWBT will provide ALLTEL additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Addendum I. In addition, SWBT will provide ALLTEL with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document for each file downloaded by ALLTEL to SWBT's DBMS, so that ALLTEL may ensure the accuracy of the end user records.

- 2.5 At a reasonable time prior to establishment of E911 service, ALLTEL will download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 service and will promptly notify SWBT in writing of any changes to be made in such records. ALLTEL will adopt and comply with operating methods applicable to downloading and maintaining ALLTEL's end user records in SWBT's DBMS, as set forth in the document referenced in Section 2.4, above.
- 2.6 ALLTEL acknowledges that its end users in a single local calling scope may be served by different PSAPs. ALLTEL will be responsible for providing facilities to route calls from its end users to the proper E911 Control Office.
- 2.7 At a reasonable time prior to establishment of E911 service, ALLTEL will populate E911 databases using the NENA Version 2 record format, as adapted in the document referenced in Section 2.4 above.
- 2.8 During the period when interim number portability is utilized, SWBT and ALLTEL will coordinate their databases to provide for the display of ported numbers at the PSAP as part of the ALI screen display, subject to PSAP capability.
- 2.9 ALLTEL acknowledges that it may serve end users in communities that do not have 911 service, or communities where 9-1-1 service is not provided by a SWBT E911 Control Office. In circumstances where SWBT provides E911 service with the ALI feature, but there are no CAMA trunks connecting an ALLTEL switch to a SWBT E911 Control Office, ALLTEL will have access to the SWBT DBMS to include customer name and address information in the ALI database in conjunction with the ALI feature provided to the E911 customer. Trunking configurations in these circumstances must be negotiated on a case-by-case basis within the limitations of the local 9-1-1 service network and the E911 customer's PSAP equipment which may, or may not, be provided by SWBT.

3.0 Methods and Practices

- 3.1 With respect to all matters covered by this Attachment, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of SWBT's tariffs, and the rules and regulations of the FCC and the State Commission that apply to the provision of 911 and E911 Service.

4.0 Contingency

- 4.1 The Parties agree that the 911 service is provided for the use of the 911 customer, and recognize the authority of the 911 customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and ALLTEL. The terms and conditions of this Attachment represent a negotiated plan for providing 911 service, for which ALLTEL must obtain documentation of the 911 customer's approval. ALLTEL will provide such documentation to SWBT prior to use of ALLTEL's 911 connection for actual emergency calls.
- 4.2 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of ALLTEL's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

SWBT representative:

Account Manager-911

ALLTEL Account Team

Southwestern Bell Telephone Company

6th Floor

4 Bell Plaza

Dallas, Texas 75202

214-464-2498 (Phone); 214-858-0281 (FAX);

ALLTEL representative:

Ms. Carmen Bryant

ALLTEL Communications, Inc.

One Allied Drive

Little Rock, AR 72202

4.2.1 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

4.3 The terms and conditions of this Attachment are subject to renegotiation in the event that the 911 customer orders changes to the 911 service that necessitate revision of this Attachment.

5.0 Basis of Compensation

5.1 Compensation to SWBT for provision of connection to 911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.

5.2 For computation in Addendum II, during the initial *12 month period* that SWBT provides ALLTEL connection to E911 service, the number of lines (business and consumer) as shown in Addendum I will be counted on January 1, April 1, July 1, and October 1 (or the first day of service, with proration of the first months charges) and the number will be used in computing compensation for the corresponding quarter. At the end of the first full year of service, a new count of lines will be made and it will be used until the succeeding December 31. For each succeeding year, a new count of lines, as of the first day of January, will be used in the computation of compensation under this Attachment for that year. Each count of lines will be rounded to the nearest thousand for compensation purposes.

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

6.0 Monthly Billing

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

7.0 Indemnification

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

Addendum I to Attachment 15: 911

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

ATTACHMENT E911

**ADDENDUM II
BASIS OF COMPENSATION**

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

The following compensation amounts will be due SWBT for the provision of services under the above-mentioned Attachment for ALLTEL exchanges and the feature configurations shown in Addendum I. These prices are interim in nature from the effective date of this agreement *to the State Commission's determination of permanent prices in Case Nos. TO-97-40; . TO-98-115*

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

- non-SWBT PSAP	\$83.60	\$85.00
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B. The following trunk charges will be paid to SWBT for each E911 control office to which ALLTEL connects. These prices are interim in nature from the effective date of this agreement to the State Commission's determination of permanent prices in Case Nos. TO-97-40; *TO-98-115*.

Trunk Charge - Channel (Each)

Monthly Recurring

\$85.00 per trunk

Nonrecurring

\$170.00 per trunk