

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 Agreement 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.

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

28.05 Defense of Claims. In the event of a dispute between SWBT and any person or entity, including Applicant, concerning SWBT's performance of this Agreement, 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 Applicant in connection with this Agreement 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 Applicant'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 Applicant's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SWBT from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SWBT shall not disclose Applicant'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 Applicant's information; (b) seeking such a

protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.07 Other Uses of Confidential Information. No other uses of confidential information received from Applicant pursuant to this Agreement are authorized or permitted without Applicant's express written consent.

ARTICLE 29: NOTICES

29.01 Notices to Applicant. Except as otherwise provided in APPENDIX VI ("Notices to Applicant"), all written notices required to be given to Applicant shall be delivered or mailed to Applicant's duly authorized agent or attorney, as designated in this section.

- (a) Such notice may be delivered to Applicant's duly authorized agent or attorney in person or by agent or courier receipted delivery.
- (b) Such notice may be mailed to Applicant'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) Applicant may authorize delivery of the notice by telephonic document transfer to the Applicant'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 Applicant shall be sent to the authorized agent or attorney designated below:

Name: _____

Title: _____

Firm: _____

Address: _____

City/State/Zip: _____

29.02 Notices to SWBT. Except as otherwise provided in APPENDIX 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 Agreement, and until further notice to Applicant, SWBT’s duly authorized agent shall be the Utility Liaison Supervisor (“ULS”) designated in APPENDIX 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: DISPUTE RESOLUTION

30.01 Purpose. The provisions of this article are intended to minimize litigation between the parties with respect to disputes arising in connection with this Agreement and shall be construed accordingly. Any dispute between the parties arising under this Agreement may be submitted by either party for resolution under this article.

30.02 Exclusive Remedy for Monetary Claims under \$25,000. Except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, the parties agree to use the dispute resolution processes set forth in this Agreement as their sole remedy with respect to any monetary claim of \$25,000 or less which arises out of or in connection with this Agreement.

30.03 Prerequisite to Litigation. The provisions of this article shall also apply to all disputes, without regard to the amount in controversy, in which Applicant contests charges billed by SWBT to Applicant under the terms of this Agreement. No suit, except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, shall be filed by either party against the other with respect to such contested charges until the parties have engaged in good faith negotiations as provided in Section 30.04, and, if the parties agree, in mediation under Section 30.05.

30.04 Good Faith Negotiation. Good faith negotiation as provided in this section shall be the first step in the dispute resolution process.

- (a) With respect to any dispute subject to the provisions of this article, either party may initiate negotiation proceedings by writing a certified or registered letter to the other party setting forth the particulars of the dispute, the terms of the Agreement that are involved, and a suggested resolution of the problem.
- (b) The recipient of the letter shall respond within 21 days to the proposed solution. The recipient shall either agree to the proposed solution or explain its disagreement.
- (c) If the correspondence does not resolve the dispute, each party, at the request of either party, will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the dispute. The location, form, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.
- (d) Discussions and correspondence among the representatives as provided by this section are for purposes of settlement, are exempt from discovery and production, and shall not be admissible in arbitration, judicial, regulatory, or other proceedings in any forum.

30.05 Mediation. If the parties agree to mediation, the mediation may be conducted as provided in this section or in such other manner as may be mutually agreeable to the parties.

- (a) If agreed to by the parties, the dispute shall be referred to the nearest office of the American Arbitration Association, or such other mediator as may be selected by agreement of the parties, for mediation, that is, an informal, non-binding conference or conferences between the parties in

which a mediator will seek to guide the parties to a resolution of the dispute.

- (b) If the dispute is referred to the American Arbitration Association, the parties are free to select any mutually acceptable panel member from the list of mediators at the American Arbitration Association. If the parties cannot agree or have no particular choice of a mediator and simply request that the American Arbitration Association assign a mediator to the dispute, then a list and resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by the Administrator of the American Arbitration Association from the remaining names.
- (c) Mediation sessions shall be private.
- (d) All records, reports or other documents considered by the mediator shall be confidential.
- (e) The parties agree that the mediator shall not be compelled to divulge confidential materials or to testify about the mediation in arbitration, regulatory, judicial, or other proceedings in any forum.
- (f) The parties agree to maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitration, judicial, or other proceeding:
 - (1) views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;
 - (2) admissions made by the other party during the mediation proceedings;
 - (3) proposals made or views expressed by the mediator; or
 - (4) the fact that the other party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- (g) Subsections (e) and (f) of this section shall apply to anything said, done or occurring in the course of the mediation, including any private caucus or discussions between the mediator and any party or counsel before or after the joint mediation session. There shall be no stenographic record of the mediation process, except to memorialize a settlement record.

- (h) The mediation process shall be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views, and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

30.06 Arbitration. If negotiations and mediations do not resolve the dispute within 90 days after the initiation of dispute resolution proceedings as provided in subsection (a) of Section 30.04 of this Agreement, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association if the dispute involves any monetary claim of \$25,000 or less which arises out of or in connection with this Agreement. The parties may voluntarily elect to arbitrate disputes in which the amount in controversy exceeds \$25,000, but they shall not be required by this Agreement to do so.

- (a) Either party may demand such arbitration in accordance with the procedures set out in the Commercial Arbitration Rules.
- (b) Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this subsection.
 - (1) Each party may submit in writing to any other party, and such other party shall so respond, to a maximum of any combination of 35 of the following: interrogatories, document production requests, and requests for admissions. The interrogatories, document production requests, and requests for admissions shall not have subparts.
 - (2) Additional discovery may be permitted upon mutual agreement of the parties or upon order of the arbitrator on a showing of good cause.
- (c) The arbitrator shall control the scheduling so as to process the matter expeditiously. The times set forth in this subsection shall apply unless extended upon mutual agreement of the parties or by the arbitrator on a showing of good cause.

- (1) The arbitration hearing shall commence within 60 days of the demand for arbitration and shall be held, in the absence of agreement by the parties to a different venue, St. Louis, Missouri.
- (2) The parties shall submit written briefs five days before the hearing.
- (3) The arbitrator shall rule on the dispute by issuing a written opinion within 30 days after the close of hearings.
- (4) The arbitrator shall have no authority to order punitive or consequential damages.
- (5) Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

30.07 Costs. Except as specifically provided in this section, each party shall bear its own costs of all dispute resolution procedures under this article.

- (a) A party seeking discovery shall reimburse the responding party for the costs incurred by the responding party in producing documents.
- (b) The parties shall equally split the fees of the arbitration and the arbitrator.

30.08 No Abridgment of Rights under the Communications Act of 1934 or the Pole Attachment Act. Nothing contained in this article shall abridge the rights of either party to seek relief from the FCC with respect to any dispute subject to the jurisdiction of the FCC under the Communications Act of 1934 or the Pole Attachment Act, or from the State Commission with respect to any dispute subject to its jurisdiction, except that the parties may not seek relief from the FCC or the State Commission with respect to any dispute that has already been resolved by mediation under Section 30.05 or by binding arbitration under Section 30.06.

ARTICLE 31: ACCESS TO APPLICANT'S POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

31.01 No Reciprocal Access to Applicant's Facilities. This Agreement does not include provisions for reciprocal access by SWBT to Applicant's poles, ducts, conduits, and rights-of-way.

ARTICLE 32: GENERAL PROVISIONS

32.01 Entire Agreement. This Agreement, together with the interconnection agreement, if any, to which this Agreement is an appendix, attachment, or exhibit, sets forth the entire understanding and agreement of the parties.

32.02 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and SWBT relating to the placement and maintenance of Applicant's facilities on and within SWBT's poles, ducts, and conduits within this State.

32.03 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

32.04 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

32.05 Multiple Counterparts. This Agreement may be executed in multiple counterparts.

32.06 Effect on Licenses Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy licenses granted to Applicant shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

32.07 Force Majeure. Except as otherwise specifically provided in this Agreement, neither party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

32.08 Severability. If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.

32.09 Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.

32.10 Changes in the Law. Because the primary purpose of this Agreement is to provide access to poles, ducts, conduits, and rights-of-way in accordance with the Pole Attachment Act, as amended by the Telecommunications Act of 1996 and subsequent amendments, the parties contemplate that changes in this Agreement may from time to time be necessary or desirable to conform to changes in the Pole Attachment Act as that Act is amended, interpreted, and applied. This Agreement is based in large part on regulatory decisions by the FCC, which has jurisdiction over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way (except to the extent that such jurisdiction has been pre-empted by individual states) and decisions by the State Commission. More specifically, this Agreement is based in large part on the FCC's First Interconnection Order in CC Docket No. 96-98, on FCC rules announced with the First Interconnection Order, and on Arbitration Orders by the State Commission.

[] Applicant desires to have access to SWBT's poles, ducts, conduits, and rights-of-way on terms that are not less favorable than those obtained by firms participating in interconnection arbitration proceedings before the State Commission. Applicant also desires to have access to SWBT's poles, ducts, conduits, and rights-of-way to the full extent permitted under the FCC's First Interconnection Order in CC Docket No. 96-98. SWBT is entering into this Agreement for the purpose of providing nondiscriminatory access in compliance with the Pole Attachment Act and regulatory decisions thereunder, including decisions by the State Commission in interconnection arbitration proceedings in which Applicant is not a party. Each party is entering into this Agreement based on current interpretations of the law by the FCC and State Commission. In the event of any changes in the Pole Attachment Act, changes in applicable FCC or State Commission rulings, or judicial determinations that such rulings are erroneous or invalid, each party shall, at the request of the other, engage in good faith negotiations to supplement, amend or replace any provisions of this Agreement affected by such changes or

determinations and to conform this Agreement to changes in the underlying laws on which the Agreement is based.

- [] This Agreement has been entered into as a result of private negotiation between the parties and arbitration by the State Commission, acting pursuant to the Telecommunications Act of 1996. If the actions of any legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws, rules, regulations, or commission orders that were the basis for a provision of this Agreement (including but not limited to any provision of this Agreement required by any arbitration award approved by the State Commission), the affected provision shall be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In the event of such a change in the law, each party shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required by the law or requested in good faith by the other party. If negotiations fail, disputes between the parties concerning interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the interconnection agreement or this Agreement; provided, however, that this section shall not be construed as precluding either party from seeking appropriate relief from the FCC in connection with the parties' rights and obligations under the Pole Attachment Act. In the event of any material change in the law, each party agrees to enter into good faith negotiations to conform this Agreement to the changes in the law.

ARTICLE 33: APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property,

indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

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

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____

Signature of SWBT's Authorized Officer/Employee

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

Position/Title of SWBT's Authorized Officer/Employee

Date

City and State of Execution by SWBT

U. S. WEST DBA INTERPRISE AMERICA

Applicant's Name (Printed or Typed)

By: _____

Signature of Applicant's Authorized Officer/Employee

Name of Authorized Officer/Employee (Printed or Typed)

Position/Title of Authorized Officer/Employee

Date

City and State of Execution by Applicant

APPENDIX I
SCHEDULE OF FEES AND CHARGES (MISSOURI)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and sets forth the rates, fees and charges to be paid by Applicant to SWBT pursuant to the Master Agreement and licenses subject to the Master Agreement. The rates, fees, and charges set forth in this Appendix shall be subject to all applicable laws, rules, regulations, and commission orders as provided in Section 19.01 of the Master Agreement and shall be subject to revision as provided in Section 19.12 of the Master Agreement.

A) Pole Attachment Fees

1) General

- a) For billing purposes, pole attachments shall be considered i) to have commenced on the first to occur of the following dates: the date of assignment (or provisional assignment) of pole attachment space, the date a license for such pole attachment is issued, or the date of actual attachment and ii) to have ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's pole, or the date of termination of Applicant's license.
- b) Fees shall be payable semiannually in advance on the first days of January and July and shall be prorated on a daily basis as provided in Section 19.04. Fees for pole attachments shall be based on the number of pole attachments as of the date of billing. If Applicant occupies more than one usable space on a pole, separate attachment fees shall apply to each space occupied. For billing purposes, a single pole attachment includes the point of attachment and all facilities located in the usable space on the pole in the space assigned to Applicant (typically six inches above and six inches below the point of attachment), together with routine ancillary apparatus such as anchors, anchor/guy strands, drive rings, J-hooks, dead-end clamps, and other apparatus which does not interfere with the ability of SWBT to occupy or assign usable space on the pole other than the usable space licensed to Applicant. Fees for pole space assignments and unauthorized pole attachments shall be billed in the same manner as if a license had been issued.

APPENDIX I SCHEDULE OF FEES AND CHARGES (MISSOURI)

2) Fees (1999 Rates)

<u>Semiannual Pole Attachment Fees</u>	<u>Annual</u>	<u>Semiannual</u>
Per pole attachment (cable service only)	<u>\$ 2.35</u>	<u>\$ 1.175</u>
Per pole attachment (telecommunications carriers)	<u>\$ 2.35</u>	<u>\$ 1.175</u>
Per pole attachment (other)	<u>\$ N/A</u>	<u>\$ N/A</u>

B) Conduit Occupancy Fees

1) General

- a) For billing purposes, conduit occupancy shall be considered to have i) begun on the first to occur of the following dates: the date of assignment (or provisional assignment) of conduit occupancy space, the date a license for such conduit occupancy is issued, or the date of actual occupancy; and ii) ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's conduit, or the date of termination of Applicant's license. Occupancy ends only when facilities have been removed from SWBT's conduit system and required post-removal procedures (e.g., plugging ducts) have been completed. Fees for conduit space assignments and unauthorized conduit occupancy shall be billed in the same manner as if a license had been issued.
- b) Fees shall be payable semiannually in advance on the first days of January and July.

(2) Fees (1999 Rates)

<u>Semiannual Per Foot Conduit Occupancy Fees</u>	<u>Annual</u>	<u>Semiannual</u>
Full duct/duct foot (cable service only)	<u>\$ 0.41/ft</u>	<u>\$ 0.205/ft</u>
Full duct/duct foot (telecommunications carriers)	<u>\$ 0.41/ft</u>	<u>\$ 0.205/ft</u>
Full duct/duct foot (other)	<u>\$ N/A</u>	<u>\$ N/A</u>
Half duct/duct foot (cable service only)*	<u>\$ 0.205/ft</u>	<u>\$ 0.1025/ft</u>
Half duct/duct foot (telecommunications carriers)*	<u>\$ 0.205/ft</u>	<u>\$ 0.1025/ft</u>
Half duct/duct foot (other)*	<u>\$ N/A</u>	<u>\$ N/A</u>

*Each inner duct is billed at the half duct rate.

APPENDIX I
SCHEDULE OF FEES AND CHARGES (MISSOURI)

- a) Facility footage shall be measured i) from the center of one manhole to the center of an adjacent manhole if the facility runs between two manholes, ii) from the center of a manhole to the end of a duct not terminated in a manhole, or iii) from the center of a manhole to the property line if the duct is connected at the property line to a duct owned and controlled by a third-party property owner.
 - b) Semiannual full duct conduit occupancy fees will apply to the first facility placed in a previously unoccupied duct except as provided in c)-d) below.
 - c) If two or more facilities occupy a duct that has not been subdivided by inner duct, a semiannual half duct conduit occupancy fee will be charged for each facility placed in the duct.
 - d) A semiannual half duct occupancy fee will apply to the first facility placed by Applicant in a previously unoccupied duct that has not been subdivided by inner duct if and only if the presence of Applicant's facility does not render the other half of the duct unusable by others.
 - e) When Applicant's facilities are installed within inner duct, a single semiannual one-half duct conduit occupancy fee will apply to each inner duct occupied.
- C) Application Fees. No application fees shall be charged for the submission of access applications or provisional space assignments. Charges for processing applications are set forth below.
- D) Pre-license Survey Work. Charges for pre-license survey work are not set on a fixed fee basis and will be determined on a case-by-case basis. If pre-license survey work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If pre-license survey work is performed by SWBT employees, pre-license survey charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on pre-license survey work.
- E) Facilities Modification, Capacity Expansion, and Make-ready Work. Charges for facilities modification, capacity expansion, and make-ready work are not set on a fixed fee basis and will be determined on a case-by-case basis. If such work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If such work is performed by SWBT employees, charges for such work shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on the work. In all cases, except as

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SCHEDULE OF FEES AND CHARGES (MISSOURI)

otherwise specifically provided to the contrary in the Master Agreement, such charges shall include the costs of materials required to perform the work. No later than 45 days after receipt by SWBT of Applicant's completed application, or within such other period as may be mutually agreed upon in writing by the parties, SWBT will furnish Applicant an estimate of the charges for facilities modification, capacity expansion, and make-ready work. Except as otherwise specifically provided in other parts of the Master Agreement, Applicant will pay (1) half of SWBT's charges for the project at 50 percent job completion and the remainder at 100 percent completion and (2) if outside contractors are involved, half of the total compensation to be paid to outside contractors at 50 percent job completion and the remainder at 100 percent completion. SWBT may, at its election, require Applicant to pay SWBT's out-of-pocket costs for materials as those costs are incurred and may require Applicant to pay outside contractor costs on the same schedule SWBT pays such outside contractors; provided, however, that this provision shall be subject to applicable rulings, if any, of the State Commission. Bills and invoices submitted by SWBT to Applicant for make-ready charges shall be due and payable 30 days after the date of the bill or invoice.

- F) Construction Inspectors. Subject to all applicable commission orders, where work is being performed on Applicant's behalf in SWBT's manholes or other portions of SWBT's conduit system, Applicant and SWBT shall equally share the costs attributable to having a construction inspector present when SWBT considers it necessary to have such an inspector present. SWBT shall not charge Applicant for more than one such construction inspector per site at any given time. If the construction inspector is a SWBT contractor, Applicant shall reimburse SWBT for one-half the actual out-of-pocket costs (without additives for administrative costs) incurred by SWBT in connection with the presence of such inspector. If the construction inspector is a SWBT employee, charges for the construction inspector shall be computed by multiplying the applicable hourly rate times the number of hours reasonably spent by the employee as a construction inspector in connection with the project.
- G) Other Work Performed Pursuant to the Master Agreement. For all other work performed by SWBT's contractors pursuant to the Master Agreement, including but not limited to work performed in opening manholes and participating in work operations at Applicant's request, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT in connection with the performance of such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). For all other work performed by SWBT's employees pursuant to the Master Agreement, including but not limited to work performed in opening manholes, providing access to and copies of records, and participating in work operations at Applicant's request, SWBT's charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on such work.

APPENDIX I
SCHEDULE OF FEES AND CHARGES (MISSOURI)

- H) Contract Administration Fee and Administrative Record-keeping Fees. Subject to applicable commission orders, and pending the establishment of permanent cost-based rates, a one-time contract administration fee of \$250.00 shall be due and payable at the time of the execution of the Master Agreement. Subject to applicable commission orders, SWBT may charge administrative record-keeping fees not exceeding \$125.00 in connection with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like. SWBT shall provide Applicant, on Applicant's request, a statement of the basis for the fees.
- I) Other Administrative and Ancillary Fees. No other administrative or ancillary fees are charged by SWBT on a fixed fee basis.
- J) Hourly Rates. Except as otherwise provided by any applicable law, rule, regulation, or commission order, hourly rates charged for SWBT employees shall be such employees' fully loaded hourly rates.
- K) Payment Date. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to Applicant 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. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice. Interest on past due charges shall accrue as provided in Section 19.11(a) of the Master Agreement.

Agreement No. _____

**APPENDIX II
IDENTIFICATION OF APPLICANT (MISSOURI)**

This Appendix 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: U. S. WEST DBA INTERPRISE AMERICA.

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

Applicant does business under the following assumed names: _____

Applicant is:

☒ [X] a corporation organized under the laws of the State of Colorado, 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:

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APPENDIX III
ADMINISTRATIVE FORMS AND NOTICES (MISSOURI)

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

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APPENDIX IV INSURANCE REQUIREMENTS (MISSOURI)

This Appendix 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 Appendix, 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 Applicant or any person acting on Applicant’s behalf may be physically present while traveling to or departing from any such site.

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

3) Workers’ Compensation Insurance. Applicant 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. Applicant shall require any contractor, subcontractor, or other person or entity acting on Applicant’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 Applicant.

4) General Liability Insurance. To protect SWBT and any joint user from any liability for bodily injury or property damage, Applicant 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. Applicant shall also require any contractor, subcontractor, or other person or entity acting on Applicant’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 Applicant.

- 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 Applicant and any contractor, subcontractor, or other person or

**APPENDIX IV
INSURANCE REQUIREMENTS (MISSOURI)**

entity acting on Applicant's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
- 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
- 3) Independent Contractors coverage to provide protection for Applicant's contractors, subcontractors, and other persons or entities acting on Applicant'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 Applicant to meet its indemnification obligations.
- 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of Applicant and damage to work performed by or on behalf of the Applicant.

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

**APPENDIX IV
INSURANCE REQUIREMENTS (MISSOURI)**

individual exclusions being attached for review and acceptance.

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

5) Automobile Liability insurance. The parties contemplate that Applicant and personnel acting on Applicant'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, Applicant 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 Applicant or by any person or entity acting on Applicant'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. Applicant'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 Applicant or any person acting on Applicant'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

**APPENDIX IV
INSURANCE REQUIREMENTS (MISSOURI)**

provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.

- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

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

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

- e) The certificate holder shall be:

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

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Appendix 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 Applicant's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

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APPENDIX 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 _____, 1999, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

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

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

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

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

APPENDIX V
NONDISCLOSURE AGREEMENT (MISSOURI)

attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

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

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

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

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

APPENDIX V
NONDISCLOSURE AGREEMENT (MISSOURI)

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

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

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

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

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

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

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

APPENDIX V
NONDISCLOSURE AGREEMENT (MISSOURI)

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

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

U. S. West dba INTERPRISE America
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

Agreement No. _____

APPENDIX VI
NOTICES TO APPLICANT (MISSOURI)

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

Notices in general. Except as otherwise stated in this Appendix, all notices to Applicant shall be given to Applicant's duly authorized agent or attorney as specified in Section 29.01 of the Master Agreement.

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

Special notice provisions. The following special notice provisions, if any, shall apply:

Agreement No. _____

APPENDIX VII
NOTICES TO SWBT (MISSOURI)

This Appendix 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 Appendix, all notices to SWBT shall be given to the Utility Liaison Supervisor (ULS) designated in APPENDIX 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 Applicant's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.01 Notification of Designation of Primary Point of Contact
- 7.03(a) Notification of intent to review records
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.04(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 Applicant's maintenance contact
- 13.01 Notification of planned modifications
- 14.02(c) Notification of Applicant's desire to add to or modify its existing attachment
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.03 Notification of emergency repair coordinators
- 16.01 Notification that facilities have been brought into compliance

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

- 17.02(c) Disclaimer of ownership or responsibility for untagged facilities
- 17.06 Notification of Applicant's 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
- 18.06 Notification of completion of removal of facilities
- 20.01(c) Notification of change of bond
- 21.17 Notification of claims
- 23.XX All notifications of insurance coverage in Article 23
- 24.03 Notification of assignment
- 25.01 Notification of termination
- 25.03 Notification of cure of breach
- 27.04 Notice of elective termination
- 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 environmental contaminants
- 10.02(b) Notification of materials required for self-provisioning of inner duct
- 15.04 Notification of conditions requiring emergency repair

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

- 15.06(a) Notification of performing corrective work on emergency repair.
(advanced notice)
- 15.06(b) Notification of performing corrective work on emergency repair.
(no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as Applicant's initial point of contact, will provide additional information to Applicant 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 Applicant legal advice with respect to notice requirements. Questions by Applicant's personnel and other persons acting on Applicant's behalf concerning Applicant's legal obligations should be directed to Applicant's legal counsel or such other personnel as Applicant may direct.

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

Agreement No. _____

APPENDIX VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (MISSOURI)

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

There are three Utility Liaison Supervisors for Missouri. They are as follows:

Notices to the Utility Liaison Supervisor for the 816 area code should be addressed as follows:

Name: Gary Williams

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 500 E. 8th, Room 648

City/State/Zip: Kansas City, Missouri 64106

Notices to the Utility Liaison Supervisor for the 314, 573, and 660 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

Notices to the Utility Liaison Supervisor for the 417 area code should be addressed as follows:

Name: Daryl Yerton

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 1111 W. Capitol, Room 525

City/State/Zip: Little Rock, Arkansas 72201

APPENDIX
PRICING - UNE

APPENDIX PRICING - UNE

1.0 Application of Prices

- 1.1 CLEC agrees to compensate SWBT for unbundled Network Elements at the rates contained in this Appendix.
- 1.2 Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. In accordance with section 22.9 of the General Terms and Conditions, interest will apply on overdue amounts.
- 1.3 Prices for the unbundled network elements, as shown on Appendix Pricing, include the full functionality of each element. No additional charges for any such element, the functionalities of the element, or the activation of the element or its functionalities will be permitted.
- 1.4 Except for requests that are expressly made subject to the Special Request process described in section 2.22 of Appendix Unbundled Network Elements ("Special Request Elements"), CLEC may order, and SWBT will provide all Appendix Unbundled Network Elements on the basis of the attached Appendix Pricing. The Parties agree that the Appendix Pricing contains a complete list of rate elements and charges associated with unbundled Network Elements and other items, if any, offered by SWBT pursuant to this Appendix. This paragraph does not limit or expand the use of the Special Request Process.

2.0 Recurring Charges

- 2.1 Recurring Charges, where applicable, for each unbundled Network Element are as shown in Appendix Pricing.
- 2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.
- 2.3 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates will be based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes

by end office are rounded to the next higher minute per monthly billing cycle. In the long term usage will be measured beginning when the facilities are seized (excluding network failures) and ending when the facilities are released. SWBT is currently unable to measure busy/don't answer (by/da), but SWBT intends to develop such capability. SWBT will provide CLEC not less than 30 days notice when SWBT begins to measure by/da. No related true up will occur.

3.0 Non-Recurring Charges

3.1 The Missouri Commission has ordered non-recurring charges for installation and disconnection of certain unbundled elements. Where these charges are applicable, there is a non-recurring charge for the first connection/disconnection on an CLEC order (designated as "initial non recurring charge" on the Schedule of Prices) as well as separate non-recurring charges for each additional connection/disconnection associated with the same CLEC order at the same CLEC specified premises (designated as "additional non recurring charges" on the Appendix Pricing).

3.1.1 CLEC will not pay non-recurring charges when CLEC orders Elements that are currently interconnected and functional. Such orders may also be referred to as Simple Conversion Orders. These orders include all situations in which CLEC converts a SWBT customer using all network elements required to provision service to the customer and applies whether CLEC uses SWBT's operator services and Directory Assistance or supplies operator services and Directory Assistance to the customer from an CLEC operator service/Directory Assistance platform to which customized routing has been established from the customer's local switch.

3.1.2 The rate for non-recurring charges when CLEC submits a simple conversion order will be zero until such time as the Commission has ordered final cost based rates. If the Commission orders non-recurring charges other than zero for a simple conversion order, the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

3.2 Intentionally left blank

3.3 SWBT offers the following order types:

New Service: This will apply when an end user customer initiates service with CLEC and CLEC elects to serve the customer using unbundled Network Elements.

Change: This will apply when an CLEC customer's existing service is being physically or logically altered in some way.

Record: This will apply when there is no physical or logical work required and all that is necessary is the update of SWBT's internal records.

Disconnect: This will apply when an existing service is being completely disconnected.

Suspend: This will apply when a functionality is to be suspended until further notice

Restore: This will apply when a previously suspended functionality is to be restored

Expedited: This will apply when the requested due date is less than the standard interval.

Customer Change Charge: This will apply when an end user customer of Resale services changes from one LSP (including SWBT) to another LSP (including SWBT).

Customer Not Ready Charge: Charges equal to the actual service order charge will apply when SWBT is prepared to turn service over to CLEC on the due date and CLEC or the end user customer is not ready to accept the service.

Cancellation/Modification/Due Date Change Charge: This will apply when the due date is changed or the service order is canceled or modified within 2 days prior to the due date.

3.4 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switched Port for any CLEC local service customer. In such instances, all unbundled network elements provided by SWBT will remain intact. SWBT will implement any restoration priority for unbundled local switching in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures.

3.5 When CLEC places a local service request (LSR), CLEC will specify a requested Due Date (DD), and SWBT will specify a DD based on the applicable intervals. In the event CLEC's requested date is less than the standard interval, CLEC will contact SWBT and the parties will negotiate an expedited DD. This situation will be considered an expedited order.

3.6 Service Order Pricing

- 3.6.1 The Service Order charge found on Appendix Pricing shall apply to all initial orders for service from SWBT, all resale conversions, the lease of unbundled elements, and conversions using all unbundled elements ("New Service"). In the case of a resale conversion or a conversion using all of the unbundled elements necessary for the provision of telephone service, no other nonrecurring charge shall apply in addition to, or in lieu of, the Service Order charge. In instances where a competitive local exchange company (CLEC) purchases individual network elements to be combined with its own or another CLEC's unbundled elements, the additional nonrecurring charges listed in Appendix B of the Final Arbitration Order shall apply. If a CLEC chooses to use electronic ordering but SWBT is unable to provide such electronic ordering services, the \$5.00 Service Order charge shall apply. Again, no charges shall be applied in addition to, or in lieu of, the proper Service Order charge. These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Appendix Pricing the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.
- 3.6.2 No Service Order Charge applies to the following Service Order types: Change, Record, Disconnect, Suspend, Restore, Expedited, Customer Not Ready, or Cancellation/Modification/Due Date Change. This is applicable unless and until such time as the Commission has determined that a service order charge applies to such Service Order types and establishes permanent rates for such service orders. When the Commission orders final cost based rates, should those rates differ from those listed in the Appendix Pricing the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.
- 3.6.3 SWBT shall not impose any charge in addition any applicable service order charge for nonmechanized service order types in those situations where SWBT does not have a mechanized process in place for its own customers unless and until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the commission, and the commission has ordered final cost based rates. When the Commission orders final cost based rates, CLEC will remit any amounts owed for the interim period to SWBT within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission

order, including the right to contest the process used in establishing the rates, terms and conditions between the parties.

- 3.6.4 A charge of \$12.50 will apply if CLEC submits a nonmechanized service order and SWBT has a mechanized process in place for that order.

4.0 Maintenance of Service, Time and Materials, and NonProductive Dispatch Charges

- 4.1 If CLEC requests or approves a SWBT technician to perform special installation, maintenance, or conversion services for Unbundled Network Elements excluding services which SWBT is required to provide under Appendix Unbundled Network Elements, Appendix Maintenance - UNE, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.
- 4.2 Consistent with Appendix Maintenance - UNE, if CLEC determines that a trouble has occurred in SWBT's equipment and/or facilities, CLEC will issue a trouble report to SWBT.
- 4.3 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.
- 4.5 If CLEC issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SWBT personnel are allowed access to the premises, the NonProductive Dispatch charges will still apply.
- 4.6 Time and Materials and/or Maintenance of Service and/or NonProductive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be

aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof": and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is considered to be Monday through Friday 8 a.m. to 5 p.m. which is SWBT's normally scheduled work day. SWBT's normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of SWBT's normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with SWBT's normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SWBT employee is necessary.

- 4.7 SWBT will bill CLEC Time and Materials, NonProductive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.
- 4.8 If as a result of the Cost proceedings the Parties learn that the costs for Time and Materials, NonProductive Dispatch and Maintenance of Service work are recovered in the recurring and/or nonrecurring charges for unbundled Network Elements, no further charges for Time and Materials, NonProductive Dispatch and Maintenance of Service will be made for those elements where such costs are already recovered, and SWBT will refund charges previously paid.
- 4.9 SWBT will manage costs of Time and Materials, NonProductive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with SWBT's internal management of those costs.
- 4.10 Charges for services contained in this section are listed in Appendix Pricing labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".

5.0 Application of Usage Sensitive Charges To Particular Call Flows

- 5.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate local calls. ULS-T represents the use of the unbundled Local Switching element to terminate local calls.

5.2 Standard Interim Rate Structure for ULS

By April 1, 1998, when SWBT's billing systems are updated to accommodate the December 31, 1997 AIN solution, SWBT will cease to use the Temporary Interim Structure described in paragraph 5.3.3 except in the following cases: 1) DMS-10

switches; 2) End user service with voice activated dial served out of a 5ESS switch; 3) Coin services where SWBT's network rather than the coin telephone provides the signaling; 4) Hotel/Motel services; 5) Certain CENTREX-like services with features that are incompatible with AIN.

- 5.2.1 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):
 - 5.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a SWBT end user service line, Resale service line, or any unbundled line or trunk port which is connected to the same end office switch.
 - 5.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
 - 5.2.1.3 SWBT will not bill ULS-T for Intra switch calls.
- 5.2.2 Interswitch Calls - (calls not originating and terminating in the same switch) i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:
 - 5.2.2.1 Local Calls
 - 5.2.2.1.1 General Principles
 - 5.2.2.1.1.1 When a call originates from an CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over SWBT's common network, CLEC will pay 0.3 times tandem switching per MOU plus 1 times common transport - termination per MOU plus 1 times common transport - facilities per MOU per mile, assuming 7 miles. The charge for each of these specific rate elements above is reflected in Appendix Pricing.
 - 5.2.2.1.1.2 When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.
 - 5.2.2.1.2 Illustrative Call Flows

The following call flows provide examples of application of usage sensitive UNE charges and compensation as set out in the General Terms and Conditions.
 - 5.2.2.1.2.1 CLEC (UNE) Originating and SWBT Terminating:

CLEC Pays:

 - ULS - O
 - Applicable Common Transport and Tandem Switching

- SS7 Signaling
 - Applicable End Office Switching (aka Terminating Compensation)
- 5.2.2.1.2.2 SWBT Originating and CLEC (UNE) Terminating
CLEC Pays:
· ULS - T
SWBT pays:
· Applicable End Office Switching (aka Terminating Compensation)
- 5.2.2.1.2.3 CLEC (UNE) Originating and CLEC (UNE) Terminating
CLEC Pays:
· ULS - O
· Applicable Common Transport and Tandem Switching
· SS7 Signaling
- 5.2.2.1.2.4 CLEC (UNE) Originating and CLEC (UNE) Terminating
CLEC Pays:
· ULS - O
· Applicable Common Transport and Tandem Switching
· SS7 Signaling
· ULS - T
- 5.2.2.1.2.5 CLEC (UNE) Originating and CLEC (UNE) Terminating
CLEC Pays:
· ULS - T
- 5.2.2.1.2.6 CLEC (Resale services) Originating and CLEC (UNE) Terminating
CLEC Pays:
· ULS - T
- 5.2.2.1.2.7 CLEC (UNE) Originating and CLEC (Resale services) Terminating
CLEC Pays:
· ULS - O
· Applicable Common Transport and Tandem Switching
· SS7 Signaling
- 5.2.2.1.2.8 CLEC (UNE) Originating to CLEC (Facilities Based Network (FBN))
Terminating
CLEC Pays:
· ULS - O
· Applicable Common Transport and Tandem Switching
· SS7 Signaling

5.2.2.1.2.9 CLEC (FBN) Originating to CLEC (UNE) Terminating
CLEC Pays:
ULS - T

5.2.2.2 IntraLATA and InterLATA Toll Calls

5.2.2.2.1 General Principles

5.2.2.2.1.1 Until the implementation of intraLATA Dialing Parity, CLEC will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching charges for all intraLATA toll calls initiated by an CLEC ULS Port.

5.2.2.2.1.2 After the implementation of IntraLATA Dialing Parity, IntraLATA toll calls from CLEC ULS Ports will be routed to the end user IntraLATA Primary Interexchange Carrier (PIC) choice. When an InterLATA toll call is initiated from an ULS port it will be routed to the end user InterLATA PIC choice. ULS-O usage and signaling charges will apply to CLEC in such event.

5.2.2.2.1.2.1 CLEC may provide exchange access transport services to IXC's, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls that are originated by local customers using SWBT unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SWBT access tandem, with CLEC using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay SWBT ULS-O usage, signaling, common transport, and tandem switching for such calls. SWBT will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local customers using SWBT unbundled local switching.

5.2.2.2.1.2.2 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls that are originated by CLEC local customers using SWBT unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.

5.2.2.2.1.3 When an intraLATA or interLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and SWBT will not charge terminating access to CLEC or the IXC except that SWBT may bill the IXC for terminating transport in cases where the IXC has chosen SWBT as its transport provider.

5.2.2.2.1.4 CLEC and SWBT will implement the preceding three sections according to the methods, procedures, and schedule developed to implement parallel provisions in Texas and/or Oklahoma.

5.2.2.3 Toll Free Calls

When CLEC uses ULS Ports to initiate an 800-type call, CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

5.2.3 CLEC and SWBT will work together to develop a billing solution to separate by LSP originating 800 and all terminating access records for unbundled local switching by July 1, 1998 or later date as mutually agreed to by the parties. CLEC will pay cost based rates on a competitively neutral basis. Only if there is a benefit to SWBT other than the ability to provide the requested billing information to CLEC and other LSPs will SWBT participate in paying for the development and operation of the billing solution. Cost based rates will be established based the Missouri Public Service Commission's review and approval of SWBT provided cost study on a schedule mutually agreed to by the parties. Prior to the availability of this billing solution, the parties will use a factors-based methodology to be developed and implemented between the parties within 30 calendar days from the date CLEC first orders unbundled local switching from SWBT.

5.3 Temporary ULS Rate Structure

5.3.1 By April 1, 1998, when SWBT's billing systems are updated to accommodate the December 31, 1997 AIN solution, SWBT will cease to use the Temporary Interim Structure described in paragraph 5.3.3 except in the following cases: 1) DMS-10 switches; 2) End user service with voice activated dial served out of a 5ESS switch; 3) Coin services where SWBT's network rather than the coin telephone provides the signaling; 4) Hotel/Motel services; 5) Certain CENTREX-like services with features that are incompatible with AIN.

5.3.2 Intraswitch calls will be handled as described above in the Standard Interim Rate Structure.

5.3.3 For completed local calls originating from an CLEC ULS Port which terminate in an end office with an 11 digit CLLI different from the originating end office CLLI, CLEC will pay, in lieu of ULS - O, ULS - T, unbundled Common Transport, and unbundled Tandem Switching rates, a charge comprised of the following: two times ULS plus one Common Transport Termination Cost plus seven times the Common Transport Facility Cost rate plus .3 times Tandem Switching Rate. The application of this formula appears in the Appendix Pricing

labeled "Local Switching - Temporary - Between Different Central Offices per Originating MOU.

5.3.4 No applicable end office switching (aka terminating compensation) will be charged for terminating the calls described in 5.3.3. While the temporary ULS rate structure is in effect, CLEC will only be charged for calls described in 5.3.3 which are completed. While the temporary ULS rate structure is in effect, CLEC will not be charged ULS - T on any calls.

5.3.5 If, when CLEC originates a call to a facilities based LSP under the Temporary Interim Structure, the LSP will bill SWBT for terminating compensation.

6.0 The following defines the zones found in the Appendix Pricing:

Rate Zone	Description
Zone 1	The geographic area within each of the SWBT exchanges which are classified as Rate group D exchanges in SWBT's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the SWBT exchanges which are classified as Rate group B exchanges in SWBT's Local Exchange Tariff.
Zone 3	The geographic area within each of the SWBT exchanges which are classified as Rate group A exchanges in SWBT's Local Exchange Tariff.
Zone 4	The geographic area within each of the SWBT exchanges which are classified as Rate group C exchanges in SWBT's Local Exchange Tariff. (Springfield Exchanges)

7.0 Applicability of Other Rates, Terms and Conditions

7.1 This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection,

service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX
PROVISION OF CUSTOMER USAGE DATA -
UNE

APPENDIX PROVISION OF CUSTOMER USAGE DATA-

UNBUNDLED NETWORK ELEMENTS

1.0 Introduction (Unbundled Elements)

- 1.1 This Appendix Provision of Customer Usage Data-Unbundled Network Elements sets forth the terms and conditions for SWBT's provision of usage data (as defined in this Appendix) to CLEC. Usage Data will be provided by SWBT to CLEC when CLEC purchases Network Elements from SWBT.

2.0 General Requirements for Usage Data

- 2.1 SWBT's provision of Usage Data to CLEC will be in accordance with the Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. SWBT's performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such Performance Metrics until six months after CLEC begins providing local services to customers.

- 2.2 Intentionally left blank.

3.0 Usage Data Specifications

- 3.1 SWBT will provide all usage data for CLEC's customers using the SWBT-provided Network Element(s). Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SWBT facilities and contracted by SWBT;
- calls to directory assistance where SWBT provides such service to an CLEC customer;

- calls completed via SWBT-provided operator services where SWBT provides such service to CLEC's local service customer;
- records will include complete call detail and complete timing information for unbundled Network Elements.

SWBT will provide Usage Data for completed calls only for Elements that SWBT records (e.g., unbundled local switching, but not loops).

- 3.2 SWBT will provide to CLEC Usage Data for CLEC end user customers only. SWBT will not submit other carrier local usage data as part of the CLEC Usage Data.

4.0 Usage Data Format

- 4.1 SWBT will provide Usage Data in the BellCore Exchange Message Record (EMR) format and by category, group and record type.
- 4.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMR call record.
- 4.3 End user customer usage records and station level detail records will be in packs in accordance with EMR standards.
- 4.4 In addition to the CLEC usage data transfer requirements defined above, when CLEC is providing telecommunications services to its customers through the use of unbundled local switching SWBT will provide to CLEC recorded usage data sufficient for CLEC to render access bills, to the extent permitted pursuant to this Agreement, for originating interLATA and intraLATA toll calls (to the extent permitted pursuant to this Agreement), with the exception of originating 800 calls. The information required for CLEC to render originating 800 access bills and terminating access bills will be handled in accordance with Appendix UNE Pricing, Section 5.2.3.

5.0 Usage Data Reporting Requirements

- 5.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.
- 5.2 SWBT will provide segregated Usage Data to CLEC locations as agreed to by the Parties.
- 5.3 SWBT will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.
- 5.4 CLEC and SWBT will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.

- 5.5 SWBT will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the parties.
- 5.6 SWBT will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 5.7 The Usage Data EMR format, content, and transmission process will be tested no later than April 1, 1997 or otherwise as mutually agreed by both Parties.

6.0 Charges

- 6.1 **Partial Loss** - SWBT will review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes will be reported, if possible.
- 6.2 SWBT will bill and CLEC will pay the charges set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

7.0 Local Account Maintenance

- 7.1 When CLEC purchases certain Network Elements from SWBT, SWBT will provide CLEC with Local Account Maintenance. When SWBT is acting as the switch provider for CLEC, where CLEC is employing UNEs to provide local service, SWBT will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service from CLEC to another local service provider. SWBT will provide this notification via a mutually agreeable 4 digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SWBT will transmit the notification, via the Network Data Mover Network using the CONNECT: Direct protocol, within five (5) days of SWBT reprovisioning the switch. The TCSI, sent by SWBT, will be in the 960 byte industry standard CARE record format. CLEC will pay to SWBT a per transaction charge of eight cents (\$0.08) for each working telephone number (WTN) transmitted.
- 7.2 SWBT will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SWBT will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SWBT's network. SWBT will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SWBT will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange

Carrier (PIC), where SWBT is the switch provider either for the retail local services of SWBT that CLEC resells or UNEs of SWBT that CLEC employs in providing service.

- 7.3 These procedures are in addition to Service Order Procedures set forth in Appendix Ordering and Provisioning - UNE. SWBT will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

8.0 Alternatively Billed Calls

- 8.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to an unbundled Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using CLEC Network Elements (e.g., switch port) and billed to a SWBT line or other LEC or LSP are called "Outcollects."
- 8.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SWBT has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider (LSP) will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A message charge for SWBT's transmission of Outcollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.
- 8.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers (Incollects), SWBT will provide the rated messages it receives from the CMDS1 network or which SWBT records (non-ICS) to CLEC for billing to CLEC's end-users. SWBT will transmit such data on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in the Agreement and the credit will be \$.05 per billed message. CLEC and SWBT have stipulated that a per message charge for SWBT's transmission of Incollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.

9.0 Pricing

Charges for the relevant services provided under this Appendix and prices for access to OSS are included in Appendix Pricing-UNE to Appendix Unbundled Network Elements.

10.0 Applicability of Other Rates, Terms and Conditions

- 10.1 This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

**APPENDIX
RECORDING –
FACILITY BASED**

APPENDIX RECORDING-FACILITIES BASED

This Appendix Recording-Facility Based to the Agreement sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in total in Appendix I Services and Associated Charges, and those services specially selected by CLEC when functioning as a facilities based provider as described in Appendix II, Selected Service Options and Method of Provision, at the rates set forth in Appendix III, Basis of Compensation. Appendix I, II and III are attached hereto and made a part of this Appendix by reference.

1.0 Definitions

As used herein and for the purposes of this Appendix, the following terms shall have the meanings set forth below:

- 1.1 Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 1.2 Assembly and Editing - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- 1.3 Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT and CLEC via the CMDS host.
- 1.4 Data Transmission - the forwarding by SWBT of IXC transported access usage record detail in EMR format over data lines or on magnetic tapes to CLEC via the CMDS host.
- 1.5 Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 1.6 Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. (In some states IXCs are permitted to operate within a LATA).
- 1.7 Interexchange Carrier Transported - telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.

- 1.8 Message Processing - the creation of individual EMR formatted Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure the AURs are consistent with CMDS specifications.
- 1.9 Originating Local Exchange Carrier Company - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXC's.
- 1.10 Provision of Message Detail - the sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.
- 1.11 Record - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 1.12 Recording - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 1.13 Service Switching Point (SSP) - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.14 Switching Control Point (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 1.15 800 SCP Carrier Access Usage Summary Record (SCP Record) - a summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Appendix III-A pertaining to the production and forwarding of AUR data.

1.16 Terminating Local Exchange Carrier Company - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC's.

2.0 Responsibilities of the Parties

2.1 SWBT will record all IXC transported messages as specified by CLEC on Appendix II that are carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.

2.2 SWBT will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SWBT.

2.3 SWBT will provide AURs that are generated by SWBT.

2.4 Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by CLEC from Appendix III-B.

2.5 Standard EMR record formats for the provision of access usage record detail will be established by SWBT and provided to CLEC.

2.6 Recorded AUR detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

2.7 SWBT will provide AUR detail to CLEC either on magnetic tapes or in data files, depending on the option contracted for by CLEC. Only one method may be selected by CLEC.

2.7.1 Magnetic Tapes

2.7.1.1 SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.

2.7.1.2 CLEC will specify one of the following options for provision of tapes:

2.7.1.2.1 SWBT will send the tapes to CLEC via first class U.S. Mail Services or an equivalent service of SWBT's choice, or

2.7.1.2.2 CLEC will pick up the magnetic tapes at a location designated by SWBT.

- 2.7.1.2.3 If, at the request of CLEC, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of CLEC.
- 2.7.2 Data Files
- 2.7.2.1 The AUR detail will be transmitted to CLEC in data files via data lines using software and hardware acceptable to the Parties.
- 2.8 In Appendix III, CLEC will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. (SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, (holidays, etc. ,i.e., holidays, weekends)).
- 2.9 SWBT and CLEC will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to CLEC.
- 2.10 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of SWBT will not be recovered and made available to CLEC except on an individual case basis at a cost determined by CLEC.
- 2.11 SWBT will record the applicable detail necessary to generate AUR and forward them to CLEC for its use in billing access to the IXC.
- 2.12 CLEC and SWBT mutually agree and understand that Appendix Recording – Facilities Based has been negotiated based on the fact that SWBT is not functioning as CLEC's CMDS Host. Should CLEC and SWBT subsequently enter into an agreement whereby SWBT functions as the CMDS Host for CLEC, the parties agree that Appendix Recording – Facilities Based will require revision concurrent with SWBT becoming CLEC's CMDS Host.
- 3.0 Basis of Compensation**
- 3.1 Compensation for recording, assembly and editing, rating, message processing and provision of AURs provided hereunder by SWBT for CLEC will be based upon the rates and charges set forth in Appendix III, BASIS OF COMPENSATION.
- 3.2 When message detail is entered on a magnetic tape or data file for provision of message detail to CLEC, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.

4.0 Loss of Usage

- 4.1 When SWBT is notified that, due to error or omission, incomplete data has been provided to CLEC, SWBT will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. Such requests to recover the data must be made within 30 days from the date the details initially were made available to CLEC. If written notification is not received within 30 days, SWBT shall have no further obligation to recover the data and shall have no further liability to CLEC.
- 4.2 If, despite timely notification by CLEC, AUR detail is lost and unrecoverable as a direct result of SWBT having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to CLEC will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.
- 4.3 SWBT will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the nonreceipt of data by SWBT.
- 4.4 In those instances where SWBT realizes that, either because of a recording error or some other failure, data was lost or incomplete, SWBT will notify CLEC of such occurrence and will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. If AUR detail is lost and unrecoverable as a direct result of SWBT, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to CLEC will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

5.0 Indemnification

- 5.1 Indemnification provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions.

6.0 Warranties

- 6.1 SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

7.0 Applicability of Other Rates, Terms and Conditions

- 10.1 This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX I

EXPLANATION OF SERVICE OPTIONS

The attached pages of this Appendix I show the service options that are offered under this Appendix and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rate and charges set forth in Appendix III, BASIS OF COMPENSATION.

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** SWBT performs recording, assembly and editing, rating of billable message detail and creates an Access usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from CLEC end office telephone network and forwards both billable message detail records and AUR records to CLEC.
- Option #2:** SWBT performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from CLEC end office. SWBT creates Access Usage Records for this traffic and forwards those AUR records to CLEC.
- Option #3:** The IXCs do their own billable message recording for their 1+ IXC transported messages originating from CLEC end office. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** CLEC Non-Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for CLEC. SWBT performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.
- Option #5:** CLEC Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for CLEC. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

- Option #6:** CLEC Equal or Non-Equal Access End Office - The IXCs do their own billable message recording. CLEC chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.
- Option #7:** The IXCs do their own billable message recording and forward to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to CLEC. This situation occurs when CLEC has not signed a rating takeback waiver with the IXC.

800 RECORDINGS-IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** SWBT performs SSP function for CLEC end office and bills query charge to the appropriate IXC. SWBT performs recording for access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** SWBT performs SSP function for CLEC end office. CLEC performs billing of query charge to the appropriate IXC. SWBT performs recording at the SSP for Access purposes only, assembles and edits this data, creates AURs and forwards AUR record to CLEC. SWBT performs recording at the SCP for query billing purposes only, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.
- Option #10:** SWBT performs SCP function for CLEC. SWBT performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

TERMINATING RECORDINGS-IXC TRANSPORTED ACCESS USAGE RECORDS

- Option #11:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.
- Option #12:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B terminating usage recordings excluding B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.

- Option #13:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B terminating usage recordings including Feature Group B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.
- Option #14:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group D terminating usage recordings including B over D and C over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.
- Option #15:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group D terminating usage recordings including B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.

MESSAGE PROVISIONING;

- Option #16:** SWBT will forward all IXC transported message detail records or access usage records to CLEC generated internally within SWBT system or received via CMDS from an IXC or another Local Exchange Carrier or CLEC. CLEC forwards rated IXC transported message detail or access usage detail to SWBT for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

There is no charge for this option under this Appendix if CLEC has also executed, as part of an agreement executed pursuant to this Statement, an Appendix for SWBT to provide "Hosting" services to CLEC, or if CLEC has executed a separate agreement with SWBT for "Hosting" services to be provided from SWBT to CLEC.

APPENDIX II
SELECTED SERVICE OPTIONS
AND
METHOD OF PROVISION

The service options and method of provision selected by CLEC under this Appendix are as indicated on page two, attached, of this Appendix II. Numerical references are to service options shown in Appendix I. Also, see attached old Appendix II, page 2.

APPENDIX III-A

BASIS OF COMPENSATION

CLEC and SWBT agree that CLEC will not use SWBT as its host. SWBT has therefore not provided rates for hosting.

a. BCR per local message:	\$0.08
b. Recording	\$0.01
Assembly and Editing	\$0.005
Rating per message	\$0.005
Message Processing	\$0.005
Provision of Message Detail	\$0.003
c. Incollect Message Credit	\$0.05
Incollect Message Transmission	\$0.003

APPENDIX RECORDING

APPENDIX III-B

INVOICE DESIGNATION

COMPANY NAME: _____

EXCHANGE COMPANY I.D. NUMBER (OCN): _____

AUR INVOICE INTERVAL:

Check One

☐

Daily (Full Status RAO Companies will receive billable messages daily.)

☐

Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates.

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

TAPE MAILING ADDRESS:

(Full RAO Companies will receive AURs at the same address as billable message toll.)

APPENDIX RESALE

APPENDIX RESALE

This Appendix sets forth the rates, terms and conditions for those services available for sale at retail to end users which are made available to CLECs by SWBT for resale.

1.0 DESCRIPTION AND CHARGES FOR SERVICES.

- 1.1 Attached hereto as Exhibit A is a list of Telecommunications Services currently available for resale at the wholesale discount rate of 19.2% off the retail rate for each service. Except as otherwise expressed herein and consistent with SWBT's obligation under § 251(c)(4)(A) of the Act, CLEC may resell other Telecommunications Services offered by SWBT and not listed in Exhibit A. Exhibit B contains a list of other services available for resale at the discount included in the exhibit.
- 1.2 SWBT will make available to CLEC for resale SWBT's Bill Plus and Consolidated Billing service at a discount of five per cent (5%) off of SWBT's tariffed rate for each service (or in the event either of these services is not tariffed, at the rate SWBT charges its subscribers).
- 1.3 SWBT shall make available for resale by CLEC the following SWBT services at SWBT's tariffed rate for each service (or in the event a service is not tariffed, at the rate SWBT charges its subscribers, except as otherwise provided herein):
 - Construction Charges
 - Distance Learning
 - Connections with Terminal Equipment and Communication Systems
 - Maintenance of Service Charges
 - Suspension Services
 - Telecommunications Service Priority Systems
 - Access Services
 - Cellular Mobile Telephone Interconnection Services
 - Exchange Connection Services
 - Shared Tenant Service
 - 1.3.1 Suspension of Service discounts apply to the discounted rate for the underlying service. When CLEC resells Shared Tenant Service, CLEC will receive the discount associated with the underlying service used in the shared tenant arrangement.
- 1.4 SWBT shall be under no obligation to offer the following for resale:
 - BDS/LAN
 - Customer Provided Equipment

- Customized Billing Reports
 - InLine® Products
 - Inside Wiring
 - Semi-Public Telephone Booths and Enclosures
 - 911 Universal Emergency Number Equipment
- 1.5 Educational and Lifeline/Linkup services will be wholesale priced at zero discount.
- 1.6 Grandfathered services are also available for resale at the applicable wholesale discount to the same customers at the same location to which SWBT offers the service.
- 1.7 Telecommunications Services will be resold to CLEC on terms and conditions that are reasonable and nondiscriminatory.
- 1.8 Unless otherwise provided in this Agreement, SWBT will perform all of its obligations hereunder throughout the entire service area where SWBT is the incumbent local exchange carrier. SWBT will provide the services covered by this Attachment subject to the availability of facilities in this state on a nondiscriminatory basis with its other customers.
- 1.9 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to their end users as outlined in the corresponding retail tariff. SWBT will offer to CLEC Company Initiated Suspension Service for their own purposes at the SWBT retail tariffed rate. Should CLEC choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should CLEC issue a disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate charges on the account back to the suspension date. Should CLEC restore their end user, restoral charges at the SWBT retail tariffed rate will apply and CLEC will be billed for the appropriate service from the time of suspension.

2.0 TERMS AND CONDITIONS OF SERVICE

- 2.1 For services included in this Appendix, the rules and regulations associated with the corresponding tariffs apply except for applicable resale restrictions, which are offered through tariffs by SWBT to its end users and except as otherwise provided herein.
- 2.2 CLEC shall only sell Plexar services to a single end user.

- 2.3 Except where otherwise explicitly provided in the corresponding tariffs, CLEC shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service or except where SWBT permits such sharing by its own end users.
- 2.4 The CLEC shall resell these telecommunications services only to the same class of customers to which SWBT sells the services, e.g. residence service may not be resold to business customers. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission.
- 2.5 SWBT promotions of ninety (90) days or less shall not be available to the CLEC for resale.
- 2.6 The CLEC shall not use a resold service to avoid the rates, terms and conditions of SWBT's corresponding retail tariff.
- 2.7 The CLEC shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 2.8 An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.
- 2.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. CLEC shall pay for PIC changes at the tariffed rate.
- 2.10 SWBT shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered at retail by SWBT as the incumbent local exchange carrier to its end users.
- 2.11 When CLEC converts an end user currently receiving non-complex service from the SWBT network, without any changes to SWBT's network, CLEC will be charged a per order (i.e., per billable telephone number) conversion charge of twenty-five dollars (\$25.00) in Missouri. Conversion orders processed and

completed electronically will be charged five dollars (\$5.00) per order on an interim basis. Complex conversion orders will be charged at a rate of one hundred twenty-five dollars (\$125.00) per order. Custom Services conversions (e.g., Plexar Custom) will be handled on a Customer Specific Proposal basis.

- 2.11.1 When CLEC converts an end user and adds or changes are made to the network, the respective conversion charge will apply, as well as any normal service order charges associated with said changes. All nonrecurring service connection charges, excluding the conversion charge mentioned above, will be charged at a discount for those services listed in the exhibits to this Appendix.
- 2.12 For the purposes of ordering new service under this Appendix, each request for new service shall be handled as a separate and initial request for service per billable telephone number. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on SWBT's network, regardless of the non-facilities based Competitive Local Exchange Carrier of record.
- 2.13 If the CLEC is in violation of a provision of this Appendix, SWBT will notify the CLEC of the violation in writing. Such notice must refer to the specific provision being violated. At such time, the CLEC will have thirty (30) days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT will then bill the CLEC for the charges which should have been collected by SWBT or the actual revenues collected by the CLEC from its end users for the stated violation, whichever is greater. Should the CLEC dispute the violations, it must notify SWBT in writing within fourteen (14) days of receipt of notice from SWBT. Disputes will be resolved as outlined in the Disputed Amounts Section of the Agreement.
- 2.14 SWBT is not required to make services available for resale at wholesale rates to CLEC for its own use. SWBT, however, shall at its option agree to allow CLEC to purchase SWBT's Telecommunications Services and other services available for resale as outlined in the exhibits to this Appendix, as long as said services are not resold exclusively or predominately to CLEC, its subsidiaries, or affiliates.
- 2.15 The effective date of this Appendix shall be ten (10) days after the date the Commission approves the Interconnection Agreement.

3.0 ANCILLARY SERVICES

- 3.1 Where available, SWBT will afford CLEC end users with the ability to make 911 calls. CLEC shall be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the Public Safety Answering Point (PSAP).
- 3.2 Where requested by SWBT, the CLEC shall provide SWBT with accurate and complete information regarding end users in a format and time frame prescribed by SWBT, for purposes of 911 administration.
- 3.3 SWBT shall provide CLEC's end users access to SWBT Directory Assistance Service. CLEC shall pay SWBT amounts attributable to Directory Assistance services used by CLEC's end users. Discounts associated with the utilization of Directory Assistance Service are outlined in the exhibits to this Appendix.
- 3.4 SWBT shall provide, at no additional charge, a straight line listing of the CLEC end user in the appropriate SWBT local White Pages. Subscriber listing information on resold lines shall remain the property of SWBT.
- 3.5 Additional Listing services (e.g., foreign or signature listings) can be purchased by CLEC for its end users on a per listing basis. CLEC shall pay SWBT amounts attributable to Additional Listing services used by CLEC's end users. The exhibits outline the discounts associated with such additional listing services.
- 3.6 CLEC hereby releases SWBT from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. To the extent CLEC reimburses its end user subscriber any listing charge due to errors or omissions caused directly by SWBT, SWBT shall reimburse CLEC any associated wholesale rate.
 - 3.6.1 CLEC shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information as it appears in the White Pages directory, including any error or omission related to nonpublished or nonlisted subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SWBT for reasonable attorney's fees and

other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.

- 3.7 SWBT or its agents will deliver local White Pages directories to CLEC end user's premises at the same time and under the same conditions that such directories are delivered to SWBT end users.
- 3.7.1 CLEC end users shall be entitled to one directory per basic residential or business line provided by SWBT pursuant to this Appendix.
- 3.7.2. SWBT, or its agents, shall deliver a White Pages Directory to CLEC end users' premises at the same time that such directories are delivered to SWBT end users. If an CLEC's end user already has a current SWBT directory, SWBT shall not be required to deliver a directory to that end user until new directories are published for that end user's location.
- 3.8 SWBT shall provide CLEC's end users access to SWBT's Operator Services. CLEC shall pay SWBT amounts attributable to Operator Services used by CLEC's end users. Discounts associated with the utilization of Operator Services features are outlined in the exhibits to this Appendix.
- 3.9 Payphone Services
- 3.9.1 CLEC may enter the business of providing local telecommunications services to payphone service providers (PSPs) for PSPs' use in providing payphone service. Local telecommunications services which PSPs use in providing and which are provided to PSPs by CLEC by means of reselling those of SWBT's services offered pursuant to the General Exchange Tariff, Sec. 36 are referred to in this Agreement as "Payphone Lines". In its Common Carrier Docket No. 96-128, the Federal Communications Commission ("FCC") has ordered SWBT to compensate PSP customers of CLECs that resell SWBT's services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation".
- 3.9.2 The Parties desire that SWBT satisfy its obligation to pay Payphone Compensation to Payphone Service Providers (PSPs) who are customers of CLEC by paying the Payphone Compensation to the CLEC who will then forward the Payphone Compensation directly to the PSPs

- 3.9.3 Subject to any future order of the FCC which obligates SWBT to pay an amount different from the following, SWBT will pay Payphone Compensation due with respect to the Payphone lines in the amount of \$0.284 per call. SWBT will pay to CLEC such Payphone Compensation only for (i) intraLATA subscriber 800 calls for which SWBT provides the 800 service to the subscriber and carries the call and (ii) intraLATA calls placed using SWBT's prepaid calling card platform and carried by SWBT. SWBT will not pay to CLEC any Payphone Compensation for nonsent paid calls.
- 3.9.4 SWBT will pay to CLEC the Payphone Compensation due to CLEC Customer (PSP) within sixty (60) days after the close of the calendar quarter in which the call for which Payphone Compensation is due is made. However, payment may be made later than sixty (60) days if SWBT deems it necessary to investigate a call or calls for possible fraud. To the extent to which SWBT's first payment includes Payphone Compensation for calls made prior to any calendar quarter which ended thirty (30) days after this Agreement takes effect and will include as Payphone Compensation under this Agreement an amount equal to the Payphone Compensation which would have been due to CLEC under this Agreement had this Agreement taken effect on October 7, 1997.
- 3.9.5 SWBT will make any payment due to CLEC under this Agreement by crediting CLEC's bill for the Payphone Line over which the call which gives rise to the Payphone Compensation is placed. SWBT will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to SWBT on the bill.
- 3.9.6 Nothing in this Agreement entitles CLEC to receive or obligates SWBT to provide any call detail or other call record.
- 3.9.7 CLEC represents and warrants that the only SWBT services which CLEC will make available to PSPs as Payphone Lines are the services which SWBT offers pursuant to the General Exchange Tariff, P.S.C.Mo. No. 35, Sec. 34.
- 3.9.8 Except as provided otherwise in this paragraph, CLEC shall pay the entire amount of the Payphone Compensation due with respect to a Payphone Line to the PSP who is the CLEC Customer for the payphone line. CLEC shall make such payment on or before the last business day of the calendar quarter in which the call for which

the Payphone Compensation is due to the PSP is made. If SWBT pays any Payphone Compensation to the CLEC later than sixty (60) days after the close of the calendar quarter in which the call for which Payphone Compensation is due is made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP who is the CLEC's customer for the Payphone Line within ten (10) business days after receiving such Payphone Compensation from SWBT.

3.9.9 CLEC shall indemnify, defend and hold harmless SWBT from and against any loss, cost, claim, liability, damage or expense (including reasonable attorney's fees) to any third party, including PSP, relating to or arising from any of the following:

- (a) CLEC's failure to comply with all the terms and conditions of Sec. 6.10 or
- (b) Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service or
- (c) False representation by CLEC.

4.0 **BRANDING**

4.1 Except where otherwise required by law, CLEC shall not, without SWBT's written authorization, offer the resale services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates, nor shall the CLEC state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications services to its own customers. The CLEC may brand services included in this Appendix with its own brand name, but SWBT will not provide for CLEC branding of those services.

4.2 Development of Branding Directory Assistance and Operator Services

A. **Requirements** - Pursuant to § 226 (b) of The Telecommunications Act of 1996, each provider of Operator Services is required to:

- 1. Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
- 2. Disclose immediately to the consumer, upon request a quote of its rates or charges for the call.

3. Where SWBT provides CLECs OS and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Since SWBT's DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA/OS. Such branding will be provided pursuant Section B. below.

B. **Call Branding** - In compliance with A.1. above, SWBT will brand DA/OS in CLEC's name based upon the criteria outlined below:

1. CLEC will provide SWBT with written specification of its company name to be used in creating CLEC specific branding messages for its DA/OS calls.
2. An initial non-recurring charge applies per load for the establishment of Call Branding as well as a charge per subsequent load to change the brand. In addition, a per call charge applies for every DA/OS call handled by SWBT on behalf of CLEC when such services are provided in conjunction with resale services. Prices for Call Branding are as outlined in Exhibit C, attached hereto and incorporated herein.

C. **Rate/Reference Information** - SWBT will provide CLEC DA/OS Rate/Reference Information based upon the criteria outlined below:

1. CLEC will furnish DA/OS Rate and Reference Information in a mutually agreed to format or media thirty (30) days in advance of the date when the DA/OS Services are to be undertaken.
2. CLEC will inform SWBT, in writing, of any changes to be made to such Rate/Reference Information ten (10) working days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate/Reference Information in advance of when the Rates/Reference Information are to become effective.
3. In all cases when a SWBT Operator receives a rate request from a CLEC end user, SWBT will quote the applicable DA/OS rates as provided by CLEC.
4. An initial non-recurring charge will apply for loading of CLEC's DA/OS Rate/Reference Information as well as a charge for each subsequent change to either the CLEC's DA/OS Services Rate or Reference Information as outlined in Exhibit C, attached hereto and incorporated herein.

- 4.3 Customized Routing - SWBT shall also offer CLEC the opportunity to customize route DA/OS where technically feasible. CLEC agrees to pay SWBT appropriate charges associated with customized routing on an ICB basis.

5.0 RESPONSIBILITIES OF SWBT

- 5.1 SWBT shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. SWBT, with input from CLEC, shall provide interface specifications for electronic access for these functions to CLEC once such electronic interfaces become technically feasible and are in place. However, CLEC shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available, as outlined in Appendix OSS.
- 5.2 SWBT shall implement CLEC service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users.
- 5.3 CLEC will have the ability to report trouble for its end users to appropriate SWBT trouble reporting centers twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned a customer contact center when initial service agreements are made. CLEC end users calling SWBT will be referred to CLEC at the number provided by CLEC.
- 5.3.1. Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers dated 11/15/95, as amended by SWBT from time to time. Both parties agree to abide by the procedures contained therein.
- 5.4 SWBT will provide CLEC with the detailed billing information in a standard electronic format as outlined in Appendix OSS necessary for CLEC to issue a bill to its end users. On no less than sixty (60) days advance written notice, CLEC will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services. CLEC agrees to pay SWBT three tenths of a cent (\$.003) per message.
- 5.5 SWBT shall make telecommunications services that SWBT provides at retail to subscribers who are not telecommunications carriers available for resale consistent with its obligation under §251(c)(4)(A) of the Telecommunications Act. SWBT currently uses the Accessible Letter process to notify CLEC of new services available for resale during the term of this Agreement. The notification shall advise CLEC of the category in which such new service shall be placed and the same discount already applicable to CLEC in that category shall apply to the new service. Should SWBT change its notification procedures to the CLEC, the notice will be no less prompt than the Accessible Letter.

- 5.6 CLEC end user's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC) or its Annoying and Anonymous Call Bureau. SWBT shall notify CLEC of requests by its end users to provide the call records to the proper authorities. Subsequent communication and resolution of the case with CLEC's end user (whether that end user is the victim or the suspect) will be coordinated through the CLEC.
- 5.6.1. CLEC understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information shall be provided. It shall be the CLEC's responsibility to provide additional information necessary for any police investigation. CLEC shall indemnify SWBT against any claims that insufficient information led to inadequate prosecution. SWBT shall handle law enforcement requests consistent with the Miscellaneous-Law Enforcement Section of the Interconnection Agreement.
- 5.7 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to their end users. SWBT will offer to CLEC Company Initiated Suspension service for their own purposes at the SWBT retail tariffed rate. Should CLEC choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should CLEC issue a disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate charges on the account back to the suspension date. Should CLEC restore their end user, restoral charges at the SWBT retail tariffed rate will apply and CLEC will be billed for the appropriate service from the time of suspension.

6.0 RESPONSIBILITIES OF CLEC

- 6.1 Prior to submitting an order under this Agreement, CLEC shall obtain end user authorization as required by applicable state or federal laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. SWBT shall abide by the same applicable laws and regulations.
- 6.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies SWBT or CLEC that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user, except in those instances where the end user's account is local PIC protected. It is the responsibility of the end user to provide authorization to the current provider of record to remove local service provider protection before any changes in local exchange service provider are processed.

SWBT shall be free to connect the end user to any Competitive Local Exchange Carrier based upon the Competitive Local Exchange Carrier's request and Competitive Local Exchange Carrier's assurance that proper end user authorization has been obtained. CLEC shall make authorization available to SWBT upon request and at no charge.

- 6.3 When an end user changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user's authorized agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 6.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a third party. If SWBT, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, SWBT shall charge CLEC a fifty dollar (\$50) investigation fee.
- 6.5 When SWBT receives an order from CLEC for services under this Agreement and SWBT is currently providing the same services to another Competitive Local Exchange Carrier for the same end user, SWBT shall notify the end user's Competitive Local Exchange Carrier of record of such order coincident with processing the order, should CLEC subscribe to the Local Disconnect Report (LDR) as outlined below. It shall then be the responsibility of the Competitive Local Exchange Carrier of record and CLEC to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple CLECs or from SWBT.
 - 6.5.1 On no less than sixty (60) days notice, CLEC may request the LDR., SWBT agrees to furnish to CLEC the Billing Telephone Number (BTN), Working Telephone Number (WTN), and terminal number of all end users who have disconnected CLEC's service. CLEC understands and agrees that the CARE interface will be used to provide such information and such information will only be available via the CARE electronic data transmission as outlined in Appendix OSS. Information will be provided on a per WTN basis to be priced on a per WTN basis. SWBT will provide CLEC no less than thirty (30) days notice prior to any change of the per-WTN charge. SWBT grants to CLEC a non-exclusive right to use the information provided by SWBT. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay SWBT ten cents (\$0.10) per WTN and any applicable transmission charges for the LDR.

- 6.6 The CLEC agrees to hold harmless and indemnify SWBT against any and all liability and claims, including reasonable attorney's fees, that may result from SWBT acting under this Article.
- 6.7 CLEC is solely responsible for the payment of charges for all services furnished under this Appendix including, but not limited to, calls originated or accepted at CLEC's location and its end users' service locations, with the exception of any retail services provided directly by SWBT to the end user which SWBT shall be responsible for billing.
- 6.7.1. Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SWBT for billing to resold end-user accounts will be returned as unbillable and will not be passed on to CLEC for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SWBT.
- 6.8 SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by CLEC. All applicable rates and charges for such services will be billed to and shall be the responsibility of CLEC, with the exception of other retail services provided directly to the end user by SWBT as described in paragraph 7 above.
- 6.8.1. Compensation for all services shall be paid regardless of a Party's ability or inability to collect charges from its end user for such service.
- 6.9 If CLEC does not wish to be responsible for collect, third number billed, toll and information services (e.g., 900) calls, it must order the appropriate blocking for resold lines under this Appendix and pay any applicable charges. CLEC acknowledges that blocking is not available for certain types of calls, including 800 numbers. It is the responsibility of the CLEC to order the appropriate toll restriction or blocking on all of their resold end user lines. Depending on the origination point, some calls may bypass blocking systems. CLEC acknowledges this limitation and understands that CLEC shall be responsible for any charges associated with such calls.
- 6.10 Deposit Requirements**
- 6.10.1 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with all telephone company affiliates of SBC Communications, Inc., (i.e., SWBT, Pacific Bell and Nevada Bell) with which CLEC is doing or has done business as a local service provider, CLEC shall remit a cash deposit to SWBT prior to the furnishing of service under this Agreement. The deposit required by the previous sentence shall be determined as follows: (a) if immediately prior to the

effective date of this Agreement, CLEC was not operating as a local service provider in the state covered by this Agreement, the deposit shall be in the amount of \$17,000; or (b) if immediately prior to the effective date of this Agreement, CLEC was operating as a local service provider in the state covered by this Agreement, the deposit shall be in the amount calculated using the method set forth in Paragraph 6.10.6 hereof. This cash deposit will be held by SWBT as a guarantee of payment of charges billed to CLEC. If CLEC has established a minimum of twelve (12) consecutive months good credit history with all telephone company affiliates of SBC Communications, Inc., (i.e., SWBT, Pacific Bell and Nevada Bell) with which CLEC is doing or has done business as a local service provider, SWBT shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Paragraphs 6.10.2 through 6.10.9 shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each telephone company affiliate of SBC Communications, Inc. with which CLEC is doing or has done business, CLEC's payment record for the most recent twelve (12) months occurring within the two year period immediately prior to the effective date of this Agreement shall be considered.

- 6.10.2 Any cash deposit held by SWBT shall be credited to CLEC's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter during the most recent twelve (12) months. For the purposes of this Paragraph 6.10, interest will be calculated as defined by the applicable state tariff regulating retail deposits and shall be credited to CLEC's account on an annual basis.
- 6.10.3 So long as CLEC maintains timely compliance with its payment obligations, SWBT will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, SWBT reserves the right to require additional deposit(s) in accordance with Paragraphs 6.10.4 through 6.10.9 of this Agreement.
- 6.10.4 If during the first six (6) months of operations under this Agreement, CLEC has been sent one delinquency notification letter by SWBT, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if the CLEC's actual billing average for a two month period exceeds the deposit amount held.
- 6.10.5 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC has been sent two delinquency notification letters by SWBT, the deposit amount shall be re-evaluated based upon CLEC's actual billing

totals and shall be increased if the CLEC's actual billing average for a two month period exceeds the deposit amount held.

- 6.10.6 Whenever a deposit is re-evaluated as specified in Paragraphs 6.10.4 and 6.10.5, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for a two month period plus the amount of any charges which would be applicable to transfer all then-existing resold service to SWBT in the event of CLEC's disconnection for non-payment of charges. The most recent three (3) months billing on all of CLEC's CBAs shall be used to calculate CLEC's monthly average.
- 6.10.7 Whenever a deposit is re-evaluated as specified in Paragraphs 6.10.4 and 6.10.5, above, CLEC shall remit the additional deposit amount to SWBT within thirty (30) calendar days of receipt of written notification from SWBT requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, SWBT shall begin the process set forth in Section 7 of this Agreement. If CLEC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 7.1 of this Agreement, then SWBT shall begin the procedure(s) set forth in Section 7.4, et seq. of this Agreement.
- 6.10.8 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to SWBT. No interest shall be paid by SWBT for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.
- 6.10.9 The fact that SWBT holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.
- 6.11 CLEC shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Appendix.
- 6.12 CLEC shall be responsible for providing to its end users and to SWBT a telephone number or numbers that CLEC's end users can use to contact CLEC in the event of service or repair requests. In the event that CLEC's end users contact SWBT with regard to such requests, SWBT shall inform the end user that they should call CLEC and may provide CLEC contact number. The requirements herein are subject to additional terms and conditions in the Coordinated Repair Calls Section of the Agreement.
- 6.13 CLEC agrees to pay all costs associated with a CLEC name change.

7.0 PROCEDURES FOR NONPAYMENT AND DISCONNECTION

- 7.1 If CLEC fails to pay when due (within 30 days of the bill date), any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges) or miscellaneous charges, and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, SWBT shall notify CLEC in writing that in order to avoid having service disconnected, CLEC must remit all Unpaid Charges to SWBT within fourteen (14) calendar days.
- 7.2 If CLEC disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform SWBT in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to SWBT all undisputed charges; and pay all disputed charges into an interest bearing escrow account established by CLEC with third party escrow agent mutually agreed upon by the Parties.
- 7.3 Disputes hereunder shall be resolved in accordance with the procedures identified in the Dispute Resolution Section of the Interconnection Agreement. Failure of CLEC to pay charges deemed owed to SWBT after conclusion of the Arbitration shall be grounds for termination under this section.
- 7.4 If any CLEC charges remain unpaid or undisputed twenty-nine (29) days past the due date, SWBT shall notify CLEC, the Commission and the end user's IXC(s) of Record in writing, that unless all charges are paid within sixteen (16) days, CLEC's service shall be disconnected and its end users shall be defaulted to SWBT local service. SWBT will also suspend order acceptance with the exception of disconnects on the same day that it sends the letter required by the preceding sentence.
- 7.5 If any CLEC charges remain unpaid or undisputed forty (40) days past the due date, CLEC shall, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for CLEC failure to pay Unpaid Charges, and that its end users must affirmatively select a new Competitive Local Exchange Carrier within five (5) days. The notice shall also advise the end user that SWBT will assume the end user's account at the end of the five (5) day period should the end user fail to select a new Competitive Local Exchange Carrier.
- 7.6 If any CLEC charges remain unpaid or undisputed forty-five (45) days past the due date, SWBT shall disconnect CLEC and transfer all CLEC's end users who have not selected another Competitive Local Exchange Carrier directly to SWBT's service. These end users shall receive the same services provided through CLEC at the time of transfer. SWBT shall inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through

this process. Applicable service establishment charges for switching end users from CLEC to SWBT shall be assessed to CLEC.

- 7.7 Within five (5) days of the transfer (fifty (50) days past CLEC's due date), SWBT shall notify all affected end users that because of an CLEC's failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a Competitive Local Exchange Carrier.
- 7.8 SWBT may discontinue service to CLEC upon failure to pay undisputed charges as provided in this section, and shall have no liability to CLEC or CLEC end users in the event of such disconnection.
- 7.9 If any end user fails to select a Competitive Local Exchange Carrier within thirty (30) days of the change of providers (eighty (80) days past CLEC's due date), SWBT shall terminate the end user's service. SWBT shall notify the Commission and the end user's IXC of Record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
- 7.10 Nothing herein shall be interpreted to obligate SWBT to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT may have with regard to such end users.
- 7.11 After disconnect procedures have begun, SWBT shall not accept service orders from CLEC until all unpaid charges are paid. SWBT shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to CLEC after disconnect for nonpayment.

8.0 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual

property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

EXHIBIT A
Southwestern Bell's Resale Telecommunications Services* List - Business
Missouri

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>LOCAL EXCHANGE SERVICE</u>		
Business 1 Party	19.2%	19.2%
Business - Multi-Line Hunting	19.2%	19.2%
Business Measured	19.2%	19.2%
Business Measured (HTG Class of Service)	19.2%	19.2%
<u>EXPANDED LOCAL CALLING</u>		
Mandatory EAS	19.2%	19.2%
Optional Metropolitan Calling Area	19.2%	19.2%
<u>VERTICAL SERVICES</u>		
Auto Redial	19.2%	19.2%
Call Blocker	19.2%	19.2%
Call Forwarding	19.2%	19.2%
Call Forwarding - Busy Line	19.2%	19.2%
Call Forwarding - Busy Line/Don't Answer	19.2%	19.2%
Call Forwarding - Don't Answer	19.2%	19.2%
Call Return	19.2%	19.2%
Call Trace	19.2%	19.2%
Call Waiting	19.2%	19.2%
Calling Name	19.2%	19.2%
Calling Number	19.2%	19.2%
ComCall®	19.2%	19.2%
Personalized Ring (1 dependent number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 1st number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 2nd number)	19.2%	19.2%
Priority Call	19.2%	19.2%
Remote Access to Call Forwarding	19.2%	19.2%
Selective Call Forwarding	19.2%	19.2%
Simultaneous Call Forwarding	19.2%	19.2%
Speed Calling 8	19.2%	19.2%
Speed Calling 30	19.2%	19.2%
Three Way Calling	19.2%	19.2%

*Some Services not available in all Areas.
Resale products available subject to state and federal rules, regulations and tariffs.

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>DID</u>		
DID (First Block of 100 - Category 1)	19.2%	19.2%
DID (First Block of 10 - Category 1)	19.2%	19.2%
DID (Ea. adl. block of 10 after first 10 - Category 1)	19.2%	19.2%
DID (Ea. adl. block of 100 after first 100 - Category 2)	19.2%	19.2%
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	19.2%	19.2%
DID (with Multifrequency)	19.2%	19.2%
DID (with Dual-Tone Multifrequency)	19.2%	19.2%
DID (1st 10 Trunks or access lines)	19.2%	19.2%
DID (11th thru 50th trunk or network access line)	19.2%	19.2%
DID (51st trunk or network access line)	19.2%	19.2%
<u>TRUNKS</u>		
Analog Trunks	19.2%	19.2%
Digital Trunks	19.2%	19.2%
<u>AIN</u>		
Area Wide Networking	19.2%	19.2%
Disaster Routing Service	19.2%	19.2%
Intelligent Redirect sm	19.2%	19.2%
Intellinumber	19.2%	19.2%
Positive ID	19.2%	19.2%
<u>OTHER</u>		
Bundled Telecommunications Services (e.g., the Works)	19.2%	19.2%
Customer Alerting Enablement	19.2%	19.2%
Grandfathered Services	19.2%	19.2%
Hot Line	19.2%	19.2%
Hunting	19.2%	19.2%
Local Operator Assistance Service	19.2%	19.2%
Night Number associated with Telephone Number	19.2%	19.2%
Night Number associated with a Terminal	19.2%	19.2%
Promotions (Greater than 90 days)	19.2%	19.2%
Telebranch [®]	19.2%	19.2%
TouchTone	19.2%	19.2%
Voice Dial	19.2%	19.2%
Warm Line	19.2%	19.2%

*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

RESALE DISCOUNTS
RECURRING NON-RECURRING

ISDN

Digiline	19.2%	19.2%
Select Video Plus®	19.2%	19.2%
Smart Trunk sm	19.2%	19.2%

TOLL

IntraLATA MTS	19.2%	19.2%
MaxiMizer 800®	19.2%	19.2%
OutWATS	19.2%	19.2%
800 Service	19.2%	19.2%

OPTIONAL TOLL CALLING PLANS

1+ SAVER sm	19.2%	19.2%
1+SAVER Direct	19.2%	19.2%
Community Optional Saver	19.2%	19.2%
Outstate Calling Area Service	19.2%	19.2%

PLEXAR®

Plexar I®	19.2%	19.2%
Plexar II®	19.2%	19.2%
Plexar Custom®	19.2%	19.2%

PRIVATE LINE

Analog Private Lines	19.2%	19.2%
Business Video Service	19.2%	19.2%
Digital Loop Service	19.2%	19.2%
DOVLink	19.2%	19.2%
Foreign Exchange Service	19.2%	19.2%
Foreign Serving Office	19.2%	19.2%
Frame Relay	19.2%	19.2%
Group Alerting Services	19.2%	19.2%
MegaLink II®	19.2%	19.2%
MegaLink III®	19.2%	19.2%
MicroLink I®	19.2%	19.2%
MicroLink II®	19.2%	19.2%
MultiPoint Video	19.2%	19.2%
Service Loop Facility Modification Service	19.2%	19.2%

*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

EXHIBIT A
Southwestern Bell's Resale Telecommunications Services* List - Residence
Missouri

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>LOCAL EXCHANGE SERVICE</u>		
Life Line and Link Up America Services	19.2%	19.2%
Residence 1 Party	19.2%	19.2%
Residence Measured	19.2%	19.2%
<u>EXPANDED LOCAL CALLING</u>		
Mandatory EAS	19.2%	19.2%
Optional Metropolitan Calling Area	19.2%	19.2%
<u>VERTICAL SERVICES</u>		
Auto Redial	19.2%	19.2%
Call Blocker	19.2%	19.2%
Call Forwarding	19.2%	19.2%
Call Forwarding - Busy Line	19.2%	19.2%
Call Forwarding - Busy Line/Don't Answer	19.2%	19.2%
Call Forwarding - Don't Answer	19.2%	19.2%
Call Return	19.2%	19.2%
Call Trace	19.2%	19.2%
Call Waiting	19.2%	19.2%
Calling Name	19.2%	19.2%
Calling Number	19.2%	19.2%
ComCall®	19.2%	19.2%
Personalized Ring (1 dependent number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 1st number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 2nd number)	19.2%	19.2%
Priority Call	19.2%	19.2%
Remote Access to Call Forwarding	19.2%	19.2%
Selective Call Forwarding	19.2%	19.2%
Simultaneous Call Forwarding	19.2%	19.2%
Speed Calling 8	19.2%	19.2%
Three Way Calling	19.2%	19.2%
<u>DIRECTORY ASSISTANCE SERVICES</u>	19.2%	19.2%

*Some Services not available in all Areas.
Resale products available subject to state and federal rules, regulations and tariffs.

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>ISDN</u>		
Digiline	19.2%	19.2%
<u>OTHER</u>		
Bundled Telecommunications Services (e.g., the Works)	19.2%	19.2%
Customer Alerting Enablement	19.2%	19.2%
Grandfathered Services	19.2%	19.2%
Hot Line	19.2%	19.2%
Promotions (Greater than 90 days)	19.2%	19.2%
Preferred Number Service	19.2%	19.2%
TouchTone	19.2%	19.2%
Voice Dial	19.2%	19.2%
Warm Line	19.2%	19.2%
<u>TOLL</u>		
Home 800 sm	19.2%	19.2%
IntraLATA MTS	19.2%	19.2%
<u>OPTIONAL TOLL CALLING PLANS</u>		
1+ SAVER sm	19.2%	19.2%
1+SAVER Direct	19.2%	19.2%
Community Optional Saver	19.2%	19.2%
Outstate Calling Area Service	19.2%	19.2%

*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

EXHIBIT B

**Southwestern Bell's Resale Other Services* List
Missouri**

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
900 Call Restriction	19.2%	19.2%
Access Services	0%	0%
Additional Directory Listings	19.2%	19.2%
Bill Plus	5%	5%
Company Initiated Suspension Service	0%	0%
Directory Assistance Services	13.91%	13.91%
Connections with Terminal Equipment and Communications Equipment	0%	0%
Consolidated Billing	5%	5%
Construction Charges	0%	0%
Customer Initiated Suspension Service	0%	0%
Exchange Interconnection Service	0%	0%
Operator Services	13.91%	13.91%
Local Operator Assistance Service	13.91%	13.91%
Maintenance of Service Charges	0%	0%
Prepaid Calling Cards	19.2%	19.2%
Telecommunications Service Priority Systems	0%	0%
Toll Billing Exception (Billed Number Screen)	19.2%	19.2%
Toll Restriction	19.2%	19.2%
Wireless Carrier Interconnection Services	0%	0%

*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

EXHIBIT C
APPENDIX RESALE
MISSOURI
OS/DA PRICING - BRANDING, RATE & REFERENCE

The following rates will apply for each service element:

<p>A. CALL BRANDING</p> <p>An initial non-recurring charge applies per TOPS switch, per brand for the establishment of CLEC specific Call Branding. A Per Call charge also applies. When there are subsequent changes to the branding announcement, an additional non-recurring charge will also apply per TOPS, per brand, for each change.</p> <p style="text-align: right;">Rate per initial load group \$1,072.00 Rate per load for Brand change \$1,072.00 Per Call \$0.0425</p>	
<p>B. DIRECTORY ASSISTANCE RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies per TOPS switch, per rate schedule for the initial load of CLEC's DA Services Rate/Reference Information. An additional non-recurring charge applies per TOPS switch, per rate schedule for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">*Rate per initial load \$1,538.54 Rate per subsequent rate change \$623.37 Rate per subsequent reference change \$623.37</p>	
<p>C. OPERATOR SERVICES RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies per TOPS switch, per rate schedule for the initial load of CLEC's Operator Services Rate/Reference Information. An additional non-recurring charge applies per TOPS switch, per rate schedule for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">*Rate per initial load \$1,538.54 Rate per subsequent rate change \$623.37 Rate per subsequent reference change \$623.37</p>	

* Initial Load charges for Rate/Reference (B and C), when ordered together, will incur a single Initial Load Charge. In cases where Rate/Reference information (B or C) is ordered separately, individual Initial Load charges will apply to each order.

APPENDIX TP

ELECTRICAL/OPTICAL INTERFACES:

- SWBT Technical Publication TP-76839 - SONET Transmission Requirements - Performance and Interface Specifications, Issue 1, January 1996, or the most current version.
- SWBT Technical Publication TP-76625 - High Capacity Digital Service (1.544 Mbs and 44.736 Mbs Requirements and Transmission Limits, Issue 1, June 1990, or the most current version.

INTERCONNECTION RESPONSIBILITIES RELATED TO SIGNALING:

- SWBT Technical Publication, TP-76638 - Common Channel Signaling Network Interface Specifications
- GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7
- GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part
- GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part
- GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-Section 6.5
- GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part (MTP) and Integrated Digital Services Network User Part (ISDNUP)

COLLOCATION

- SWBT's Technical Publication for Physical Collocation (sixth revision dated 2-18-97)

TECHNICAL EXHIBIT SETTLEMENT PROCEDURES

- TESP

ACCESS TO UNBUNDLED NETWORK ELEMENTS

- SWBT's Technical Publication for Access to Unbundled Network Elements
(Issue 1 dated 01/29/98)

APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX

UNBUNDLED NETWORK ELEMENTS

APPENDIX UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

This Appendix Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to CLEC. The specific terms and conditions that apply to the unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing, attached hereto, and elsewhere in this Agreement.

2.0 General Terms and Conditions

- 2.1 SWBT will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with SWBT's network for access to unbundled Network Elements for the provision by CLEC of a Telecommunications Service. If the point designated by CLEC is technically feasible, SWBT will make the requested connection.
- 2.2 When CLEC orders UNEs that it intends to use in combination and, in addition to specifying the elements being ordered, identifies to SWBT the type of telecommunications service it intends to deliver to its end-user customer through that combination (e.g., POTS, ISDN), SWBT will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SWBT provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser quality of performance through the special request process. This section does not impose any performance measurements and/or standards requirement beyond those provided for in Appendix Failure to Meet Performance Criteria.
- 2.3 CLEC may use one or more Network Elements to provide any technically feasible feature, function, or capability that such Network Element(s) may provide.
- 2.4 SWBT will provide CLEC access to the unbundled Network Elements provided for in this Appendix, including combinations of Network Elements, without restriction. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use unbundled Network Elements to provide a Telecommunications Service under this Agreement. SWBT will allow CLEC to order each Network Element individually or in combination with any other Network Elements, pursuant to Appendix Ordering and Provisioning - UNE, in order to permit CLEC to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself or

by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. Any request by CLEC for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Special Request process described in Section 2.21.

- 2.5 For each Network Element, to the extent appropriate, SWBT will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main Distribution Frame) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SWBT provides contiguous Network Elements to CLEC, SWBT may provide the existing interconnections.
- 2.6 Various subsections below list the Network Elements that CLEC and SWBT have identified as of the Effective Date of this Agreement. SWBT will upon request of CLEC and to the extent technically feasible provide CLEC additional Network Elements or modifications to previously identified Network Elements for the provision by CLEC of a Telecommunications Service. Such requests will be processed in accordance with the Special Request process.
- 2.7 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those elements.
- 2.8 Except upon request, SWBT will not separate requested network elements that SWBT currently combines.
- 2.9 Where unbundled elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs, unless such element is disconnected in error.
- 2.10 The Parties acknowledge that the State Commission may decline to require unbundling of Network Elements beyond those identified in 47 CFR Section 51.319 only if the Commission concludes that: (1) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to CLEC on an unbundled basis, and CLEC could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SWBT's network; or (2) the

Commission concludes that the failure of SWBT to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service CLEC seeks to offer, compared with providing that service over other unbundled Network Elements in SWBT's network.

- 2.11 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.12 SWBT will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of SWBT's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SWBT and CLEC.
- 2.13 The use of the term "purchase" herein notwithstanding, network elements provided to CLEC under the provisions of this Appendix will remain the property of SWBT.
- 2.14 The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- 2.15 CLEC's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation.
- 2.16 SWBT and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to

what SWBT provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.

2.17 Performance of Network Elements

- 2.17.1 Each Network Element provided by SWBT to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act and subject to Sections 2.17.2 - 2.17.6. Such publications will be shared with CLEC and SWBT will provide CLEC with the opportunity to comment. CLEC may request, and SWBT will provide, to the extent technically feasible, Network Elements that are lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.
- 2.17.2 SWBT will provide a SWBT Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Element.
- 2.17.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.17.4 Where SWBT is required to provide six or twelve month notice to CLEC pursuant to Section 2.17.3, CLEC may submit a request within thirty (30) days of CLEC's receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SWBT is permitted to provide less than six months notice, CLEC may submit such request within ten days of CLEC's receipt of SWBT's notice. To the extent the requested characteristics are specifically

provided for in this Appendix, Technical Publication or other written description, SWBT, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by CLEC, including any expenses associated with changes in facilities, operations or procedure of SWBT, network protection criteria, or operating or maintenance characteristics of the facilities. To the extent requested characteristics are not specifically provided for therein, CLEC's request will be considered under the Special Request Process and the process will be completed prior to modifying CLEC's affected element.

- 2.17.5 For elements purchased through the Special Request Process, SWBT, in its discretion, will determine whether it can offer the applicability of the preceding paragraph on a case by case basis.
- 2.17.6 For each Network Element provided for in this Appendix, SWBT Technical Publications or other written descriptions meeting the requirements of this section will be made available to CLEC as of the Effective Date of this Agreement.
- 2.17.7 SWBT will provide Performance Measurements as outlined in Appendix Failure to Meet Performance Criteria under this Agreement.
- 2.18 If one or more of the requirements set forth in this Appendix are in conflict, the Parties will jointly elect which requirement will apply.
- 2.19 SWBT will not collect intrastate or interstate access charges from CLEC when it purchases unbundled network elements.
- 2.20 When CLEC purchases unbundled network elements to provide interexchange services or exchange access services, SWBT will not collect access charges from CLEC or other interexchange carriers (IXC's) (except for charges for exchange access transport services that an IXC elects to purchase from SWBT).
- 2.21 CLEC will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.17.
- 2.22 **Special Request**

The Sections below identify unbundled Network Elements and provide terms and conditions on which SWBT will offer them to CLEC: Network Interface device; local loop; local switching; tandem switching; operator services and directory assistance; interoffice transport, including common transport and dedicated transport; signaling and call-related databases; operations support systems functions; cross connects (including loop cross-connects with and without testing

equipment); loop distribution; loop feeder; loop concentrator/multiplexer. Any request by CLEC for an additional unbundled Network Element will be considered under the procedures set forth below. Where facilities and equipment are not available, CLEC may request and, to the extent required by law and as SWBT may otherwise agree, SWBT will provide Network Elements through the Special Request process.

- 2.22.1 Each Party will promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Special Request hereunder. The Network Element Special Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 2.22.2 A Network Element Special Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.
- 2.22.3 CLEC may cancel a Network Element Special Request in a commercially reasonable manner.
- 2.22.4 Within ten (10) business days of its receipt, SWBT will acknowledge receipt of the Network Element Special Request.
- 2.22.5 Within thirty (30) days of its receipt of a Network Element Special Request, SWBT will provide to CLEC a preliminary analysis of such Network Element Special Request. The preliminary analysis either will confirm that SWBT will accept the request and offer access to the Network Element, or the preliminary analysis will confirm that SWBT will not accept the request and will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.
- 2.22.5.1 If SWBT does not accept the request within thirty (30) days, the issue may be presented to the Commission in accordance with the Arbitration Order dated December 11, 1996, in Case No. TO-97-40, as follows: CLEC has twenty (20) days in which to file a petition with the Commission, seeking a determination that SWBT be required to provide the unbundled element. SWBT must respond within 20 days of the filing of the petition and demonstrate why it is technically infeasible to provide the UNE or why such provision violates network integrity.