

- (d) Make-ready work performed by CLEC, by an authorized contractor selected by CLEC, or by a contractor, subcontractor, or other vendor jointly approved by the parties under subsection (c) shall be performed in accordance with SWBT's specifications, which shall be consistent with the same standards and practices which would be followed if such make-ready work were being performed by SWBT or SWBT's contractors. Neither CLEC nor authorized contractors selected by CLEC to perform make-ready work under this section shall conduct such work in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of SWBT's facilities.
- (e) Nothing contained in this section authorizes CLEC, any authorized contractor selected by CLEC, or any other person acting on CLEC's behalf to consolidate SWBT's cables.

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

- (a) The notice shall be given in writing no later than 45 days after the receipt by SWBT of CLEC's completed application pursuant to Section 9.02 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the parties.
- (b) The notice will include SWBT's estimate of make-ready charges, which estimate shall be stated on SWBT Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of EXHIBIT III.
- (c) CLEC shall have 20 days (the "acceptance period") after receiving SWBT's estimate of make-ready charges to authorize completion of the make-ready work proposed by SWBT or to advise SWBT of its willingness to perform the proposed make-ready work itself. If CLEC advises SWBT that it is willing to perform the make-ready work proposed by SWBT in accordance with a design approved by SWBT and SWBT's specifications, SWBT will not, without due cause and justification, refuse to accept CLEC's offer to perform the work. Authorization shall be accomplished by CLEC's signing the estimate and returning it to SWBT within the 20-day acceptance period.

- (d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by CLEC's signing the revised estimate and returning it to SWBT within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.
- (e) If CLEC does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, CLEC shall notify SWBT in writing by the 20th day whether CLEC is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c), or electing to treat SWBT's make-ready requirements as a denial of access.
  - (1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, SWBT shall contact CLEC to determine whether CLEC intends to withdraw its application. CLEC shall be deemed to have withdrawn its application if, in response to SWBT's inquiry, CLEC does not immediately sign and return the estimate to SWBT.
  - (2) If CLEC timely notifies SWBT that it is electing to treat SWBT's make-ready requirements as a denial of access, SWBT shall, within 20 days after receiving the notice, provide CLEC with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting SWBT's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SWBT's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SWBT's make-ready proposals and specifically address SWBT's rationale for rejecting CLEC's alternative written proposals, if any.

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

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

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

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

## **ARTICLE 11: CONSTRUCTION OF CLEC'S FACILITIES**

11.01 Responsibility for Attaching and Placing Facilities. Each party shall be responsible for the actual attachment of its facilities to SWBT's poles and the actual placement of its facilities in SWBT's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection

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

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

- (a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
- (b) the names of each contractor and subcontractor that will be involved in the construction activities;
- (c) the estimated dates when construction will begin and end; and
- (d) the approximate dates when CLEC or personnel working on CLEC's behalf will be performing construction work in connection with the attachment of CLEC's facilities to SWBT's poles or the placement of CLEC's facilities in any part of SWBT's conduit system.

## **ARTICLE 12: USE AND ROUTINE MAINTENANCE OF CLEC'S FACILITIES**

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

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

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

- (a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to CLEC.
- (b) If attachment space has already been licensed to CLEC on a given SWBT pole, CLEC may install drive rings and J-hooks within the space assigned to CLEC (e.g., typically six inches above and six inches below CLEC's point of attachment on the pole if the point of attachment is in the center of the space assigned to CLEC) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in CLEC's licensed attachment space.
- (c) CLEC's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to CLEC as provided in subsections (a) and (b) above; provided, however, that if attachment space already licensed to CLEC on a given SWBT pole is not adequate for CLEC's drive rings or J-hooks, CLEC may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks above or below CLEC's licensed attachment space as described in subsection (b) above. No additional attachment charges shall apply with respect to drive rings and J-hooks installed outside CLEC's licensed attachment space as provided in this subsection.
- (d) If CLEC has not already been licensed attachment space on a given pole, CLEC may, when necessary, install drive rings and J-hooks on unassigned space on such pole without first obtaining a license for such attachment and shall, promptly following such installation, notify SWBT of the attachment. Such notification shall be made on a form to be developed by SWBT for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a prelicense survey or other inquiry by SWBT, and SWBT shall not be required to process the application, log the attachment as an assignment in its outside plant records, or issue a permanent license unless its specifically requested by CLEC to do so; provided, however, that a conditionally granted application under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this section or other provisions of this Appendix. Drive-rings and J-hooks installed pursuant to this subsection are pole attachments and charges for such attachments shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders.

- (e) Notwithstanding the provisions of subsections (c) and (d) above, CLEC may not install drive rings and J-hooks in space assigned to SWBT or another joint user without the approval of SWBT or such other joint user and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent occupancy or use of such space by SWBT or other joint users. If the presence of such CLEC facilities will block or preclude the use of assigned or otherwise assignable space by SWBT or other joint users, CLEC shall, on SWBT's request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.
- (f) SWBT may not install drive rings and J-hooks in space assigned to CLEC without CLEC's approval and shall, at CLEC's request, promptly relocate the facilities in order to accommodate CLEC's facilities and bear all expenses associated with such relocation. If SWBT drive rings or J-hooks have been installed in space subsequently assigned to CLEC, or if the presence of SWBT drive rings or J-hooks blocks or precludes the use of otherwise assignable space on SWBT's poles, SWBT shall, at CLEC's request, relocate such facilities, if it is feasible to do so, as make-ready work.
- (g) CLEC shall, at the request of SWBT or another joint user, at CLEC's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on SWBT's poles other than as permitted in this section.

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

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

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

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

### **ARTICLE 13: MODIFICATION OF CLEC'S FACILITIES**

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

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

- (a) requires that CLEC occupy additional space on SWBT's poles except on a temporary basis in the event of an emergency;
- (b) requires that CLEC occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Appendix) in any SWBT duct or conduit except on a temporary basis in the event of an emergency;
- (c) results in the facilities attached being different from those described as authorized attachments in CLEC's current license, notice of intent to occupy, or license application and supplemental documentation submitted to SWBT (e.g., different duct or size increase causing a need to recalculate storm loadings, guying, or pole class); or
- (d) requires additional holding capacity on a permanent basis.

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

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

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

#### **ARTICLE 14: REARRANGEMENT OF CLEC'S FACILITIES**

**14.01 Notice of Planned Modifications.** The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable



opportunity to add to or modify its existing attachment.” The parties further acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that “... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself.” This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.

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

- (a) CLEC agrees that CLEC will cooperate with SWBT and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by CLEC in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then-applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act and the Telecommunications Act of 1996 and rules, regulations, and commission orders thereunder.
- (b) CLEC shall make all rearrangements of its facilities 60 days after receiving written notification by SWBT of the required rearrangements, provided, however, that the 60-day period may be extended upon request by CLEC, which request will not be unreasonably refused by SWBT, if CLEC advises SWBT of the reason for the need for the extension and proposes an appropriate completion date. SWBT may request that such modification be made within a shorter period of time, in which event CLEC shall not reject such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:
  - (1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);
  - (2) the timeliness of SWBT’s request to CLEC;

- (3) the nature and number of rearrangements sought;
  - (4) the impact on the ability of the parties and joint users to meet customer service needs; and
  - (5) risks of service interruption to customers of the parties and joint users.
- (c) Nothing contained in this article shall preclude CLEC from advising SWBT, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

#### **ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS**

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

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

- (a) Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- (b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to SWBT, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a party using the maintenance duct for emergency repair activities shall

immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.

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

#### 15.03 Designation of Emergency Repair Coordinators and Other Information.

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

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

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

- (a) Emergency service restoration work requirements shall take precedence over other work operations.
- (b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other

unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

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

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

- (a) Before performing any corrective work involving facilities of the other party, SWBT or CLEC shall first attempt to notify the other party and coordinate corrective work. After such notice has been given, SWBT and CLEC shall coordinate corrective work.
- (b) When an emergency situation exists such that advance notice and coordination are not practicable, either party may perform corrective work without first giving notice to the other party, and shall promptly notify the other party of the corrective work performed and the reason why notice was not given.

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

- (a) When emergency pole replacements are required, SWBT shall promptly make a good faith effort to contact CLEC to notify CLEC

of the emergency and to determine whether CLEC will respond to the emergency in a timely manner.

- (b) If notified by SWBT that an emergency exists which will require the replacement of a pole, CLEC shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a SWBT replacement pole, the transfer shall be in accordance with SWBT's placement instructions.
- (c) If CLEC is unable to respond to the emergency situation immediately, CLEC shall so advise SWBT and thereby authorize SWBT (or any joint user sharing the pole with SWBT) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on CLEC's behalf.

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

- (a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.
- (b) CLEC agrees to reimburse SWBT for the costs incurred by SWBT for work performed by SWBT on CLEC's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by SWBT are for work performed in part for CLEC and in part for SWBT and third parties, CLEC shall only reimburse SWBT for CLEC's share of the costs.

#### **ARTICLE 16: INSPECTION BY SWBT OF CLEC'S FACILITIES**

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

CLEC shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify SWBT in writing when the facilities have been brought into compliance.

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

#### **ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS**

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

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

- (a) Before removing any such untagged or unmarked facilities, SWBT shall first attempt to determine whether the facilities are being used by CLEC or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on SWBT's poles or in SWBT's conduit system.
- (b) SWBT shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.
- (c) If the facilities appear to be facilities which are subject to a current license granted to CLEC under this Appendix, or if the facilities are CLEC facilities otherwise lawfully present on SWBT's poles or in SWBT's conduit system, SWBT shall give written notice to CLEC requesting CLEC to tag or mark the facilities within 60 days and CLEC shall either tag the facilities within the 60-day period, advise SWBT in writing of its schedule for tagging the facilities, or notify SWBT in writing that it disclaims ownership of or responsibility for the facilities. If CLEC disclaims ownership of or responsibility for

the facilities, CLEC shall disclose to SWBT the identity of the owner or other person or entity thought by CLEC to be responsible for the facilities.

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

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

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

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

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

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

- (b) a statement that the facilities are the subject of a current license, together with an explanation of the basis for CLEC's assertion that the facilities are currently licensed, or a statement that no license is required, and an explanation of the basis for that assertion; or
- (c) an application for a new or amended license with respect to such facilities, together with a full and complete explanation of the circumstances under which such facilities were attached to, placed within, or allowed to remain on or in SWBT's poles or any part of SWBT's conduit system. Such explanation shall include, at a minimum, the following:
  - (1) the date (or estimated date) when such facilities were attached to SWBT's poles or placed in SWBT's conduit system, and the basis supporting CLEC's selection of such date (or estimated date); and
  - (2) the basis for CLEC's assertion, if any, that decisions to attach, place or allow the facilities to remain on or in SWBT's poles or conduit system were made in good faith and without intent to circumvent SWBT's pole attachment or conduit occupancy licensing requirements.

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

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



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

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

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

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

#### **ARTICLE 18: REMOVAL OF CLEC'S FACILITIES**

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

- (a) CLEC shall give SWBT, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of SWBT's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name and telephone number of the manager responsible for the removal of the facilities, and the estimated dates when removal of the facilities will begin and end.
- (b) CLEC shall, if requested by SWBT to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by CLEC.
- (c) Except as otherwise agreed upon in writing by the parties, CLEC must, after removing its facilities, plug all previously occupied ducts at the entrances to SWBT's manholes (if SWBT would itself plug the ducts under the same circumstances) in accordance with the standards set by SWBT for its operations, provided that such standards have been communicated in writing to CLEC at least 60 days in advance of the removal of CLEC's facilities.
- (d) CLEC shall be solely responsible for the removal of its own facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of CLEC's facilities from SWBT's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

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

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

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

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

other party requests such removal and removal expenses are paid by the person or entity requesting removal.

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

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

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

- (a) the date when SWBT plans to commence removal of CLEC's facilities, and that CLEC may remove the facilities at CLEC's sole cost and expense at any time before the date specified;
- (b) SWBT's plans with respect to disposition of the facilities removed; and

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

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

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

#### **ARTICLE 19: FEES, CHARGES, AND BILLING**

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

- (a) Rates for Pole Attachments and Conduit Occupancy. In accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, CLEC shall pay SWBT rates of \$2.35 per year per pole attachment and \$0.40 per duct foot per year for conduit occupancy, until such time as the Federal Communications Commission promulgates amended rules governing pole attachment and conduit occupancy rates. Conduit occupancy rates apply to manhole occupancy, calculated to the center point of the manhole. Pole attachment and conduit occupancy rates charged by SWBT to CLEC under this Appendix will then be adjusted in accordance with the FCC's rules on a going-forward basis.
- (b) Administrative Fees. As provided by the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, SWBT shall be allowed to charge administrative fees to CLEC. The amount charged by SWBT to CLEC for administrative fees shall be identical to the amount charged by SWBT to CATV providers. Further, in accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, if the FCC promulgates rules governing the assessment of administrative fees, those rules shall apply to administrative fees charged by SWBT to CLEC on a going-forward basis.

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

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

- (a) Bills shall be submitted to CLEC for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.
- (b) Charges associated with new pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semi-annual bill.

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

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

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

- (a) Interest on past due bills and invoices shall accrue at the rate of 12% per annum, or the maximum rate allowed by law, whichever is less.
- (b) If CLEC fails to pay, when due, any fees or charges billed to CLEC under this Appendix, and any portion of such fees or charges remains unpaid more than 15 calendar days after the due date, SWBT may send CLEC a written notice advising CLEC that this Appendix, or specified licenses subject to this Appendix, may be terminated if such fees or charges are not paid within 15 calendar days after the date of the notice. CLEC must remit to SWBT all such unpaid fees or charges, whether disputed or undisputed, within 15 days after the date of the notice. If CLEC pays disputed fees under protest, and it is later determined that such fees or any portion thereof should be refunded, the portion of fees to be refunded shall be refunded with interest at the rate of 12% per annum or the maximum rate allowed by law, whichever is less.
- (c) CLEC may dispute any fees or charges billed by SWBT to CLEC under this Appendix by invoking the dispute resolution procedures available to CLEC under the parties' Interconnection Agreement or otherwise agreed to by the parties.
- (d) If CLEC does not dispute such fees or charges and any portion of such undisputed fees or charges remains unpaid 30 calendar days after the date of the notice, SWBT may, to the extent permitted by the Pole Attachment Act and applicable rules, regulations, and

commission orders, terminate this Appendix and licenses subject to this Appendix, suspend the processing of pending applications for access to SWBT's poles, ducts, conduits, and rights-of-way located in this State, and refuse to accept further applications for access until such undisputed fees or charges, together with accrued interest thereon, have been paid in full. SWBT shall not terminate this Appendix for licenses subject to this Appendix for minor monetary amounts.

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

## **ARTICLE 20: PERFORMANCE AND PAYMENT BONDS**

20.01 Bond May Be Required. SWBT may require CLEC, authorized contractors and other persons acting on CLEC's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a)-(b) of this section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 23.02 of this Appendix.

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



- (b) No other bond shall be required of CLEC to secure obligations arising under this Appendix in the absence of due cause and justification.
- (c) If a bond or similar form of assurance is required of CLEC, an authorized contractor, or other person acting on CLEC's behalf, CLEC shall promptly submit to SWBT, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing SWBT 60 days written notice.
- (d) SWBT may communicate directly with the issuer of any bond required by SWBT pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

**ARTICLE 21  
RESERVED FOR FUTURE USE**

**ARTICLE 22  
RESERVED FOR FUTURE USE**

**ARTICLE 23: INSURANCE**

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

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

- (c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way on CLEC's behalf shall be required to meet the same insurance (or self-insurance) requirements applicable to contractors performing similar work on SWBT's behalf.
- (d) Self-insurance shall be permitted for persons and entities (including but not limited to CLEC and authorized contractors) meeting the self-insurance requirements set forth in Section 23.02 of this Appendix.

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

- (a) CLEC shall submit to SWBT adequate proof (as determined by SWBT) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide SWBT with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to SWBT.
- (b) SWBT will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SWBT will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in Exhibit IV and SWBT is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

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

23.04 Failure to Obtain or Maintain Coverage. CLEC's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of licenses subject to this Appendix. If an

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

#### **ARTICLE 24: ASSIGNMENT OF RIGHTS**

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

- (a) Either party may assign or transfer rights or obligations under this Appendix, on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent which consent may be withheld only for due cause and justification.
- (b) The parties shall provide each other with 60 days advanced notice in writing of any assignment subject to the provisions of this Article.
- (c) Either party may assign or transfer rights or obligations under this Appendix on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent, which consent may be withheld only for due cause and justification.

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

#### **ARTICLE 25: TERMINATION**

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

25.02 Limitation, Termination, or Refusal of Access for Certain Material Breaches. CLEC's access to SWBT's poles, ducts, conduits, and rights-of-way shall not materially interfere with or impair service over any facilities of SWBT or any joint user, cause material damage to SWBT's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SWBT or any joint user, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of SWBT's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SWBT may limit, terminate or refuse access if CLEC violates this provision; provided, however, that such limitation, termination or refusal will be limited to CLEC's access to poles, ducts, conduits, and rights-of-way located in the SWBT construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable CLEC to adopt suitable controls to prevent further violations, and shall be subject to review, at CLEC's request, pursuant to the dispute resolution procedures applicable to this Appendix or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event CLEC invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

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

(a) The notice shall set forth in reasonable detail:

- (1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
- (2) the action believed necessary to cure the alleged breach; and
- (3) any other matter the complaining party desires to include in the notice.

(b) Except as provided in Section 25.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such

cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures applicable to this Appendix or any dispute resolution procedures offered by the FCC or Missouri Public Service Commission, at any time.

- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss, or damage without first giving the notice otherwise required by subsection (b).

**ARTICLE 26  
RESERVED FOR FUTURE USE**

**ARTICLE 27  
RESERVED FOR FUTURE USE**

**ARTICLE 28  
RESERVED FOR FUTURE USE**

**ARTICLE 29: NOTICES**

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

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

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

Kathy Troughton  
Director Financial and Regulatory Reports  
Everest Connections Corporation  
425 Woods Mill Road South, Suite 300  
Town & Country, MO 63017

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

- (a) Such notice may be delivered to SWBT's duly authorized agent or attorney in person or by agent or courier receipted delivery.
- (b) Such notice may be mailed to SWBT's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.
- (c) SWBT may authorize delivery of the notice by telephonic document transfer to SWBT's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.
- (d) On the effective date of this Appendix, and until further notice to CLEC, SWBT's duly authorized agent shall be the Utility Liaison Supervisor ("ULS") designated in EXHIBIT VIII.

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

EXHIBIT VI: None at this time

EXHIBIT VII: Notices to Southwestern Bell

EXHIBIT VIII: Identification of Utility Liaison Supervisor

### **ARTICLE 30: CONFIDENTIALITY OF INFORMATION**

30.01 Information Provided by CLEC to SWBT. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by CLEC to SWBT in connection with this Appendix (including but not limited to information submitted in connection with CLEC's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "Confidential" or "Proprietary" information of CLEC and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to CLEC's review of records regarding a particular market area, or relating to assignment of space to CLEC in a particular market area, and further includes knowledge or information about the timing of CLEC's request for or review of records or its inquiry about SWBT facilities. This article does not limit the use by SWBT of aggregate information relating to the occupancy and use of SWBT's poles, ducts, conduits, and rights-of-way by firms other than SWBT (that is, information submitted by CLEC and aggregated by SWBT in a manner that does not directly or indirectly identify CLEC).

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

30.03 Permitted Uses of CLEC's Confidential or Proprietary Information. SWBT and persons acting on SWBT's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's Confidential or Proprietary information for the following purposes, and no others: (a) posting information, as necessary, to SWBT's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT's poles, ducts, conduits, and rights-of-way and any SWBT facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SWBT's obligations under this Appendix and similar agreements with third parties; (d) performing SWBT's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act;

(e) determining which of SWBT's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SWBT's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

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

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

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

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



### **ARTICLE 31: APPLICABILITY**

31.01 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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

EVEREST CONNECTIONS CORPORATION

By: \_\_\_\_\_  
Signature of Everest Connections Corporation's Authorized Officer/Employee  
  
\_\_\_\_\_  
Name of Everest Connections Corporation's Authorized Officer/Employee  
(Printed or Typed)  
  
\_\_\_\_\_  
Title of Everest Connections Corporation's Authorized Officer/Employee  
  
\_\_\_\_\_  
Date

**EXHIBIT I  
(MISSOURI)**

Reserved for Future Use

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

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

Applicant's legal name is: Everest Connections Corporation.

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

Applicant does business under the following assumed names: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant is:

☒ a corporation organized under the laws of the State of Delaware, charter no. \_\_\_\_\_;

☐ a partnership organized under the laws of the State of \_\_\_\_\_; or

☐ another entity, as follows: \_\_\_\_\_

\_\_\_\_\_

Applicant represents that Applicant is:

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

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

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

\_\_\_\_\_

**EXHIBIT III**  
**ADMINISTRATIVE FORMS AND NOTICES (MISSOURI)**

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

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

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

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

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

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

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

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

- 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 CLEC and any contractor, subcontractor, or other person or entity acting on CLEC's behalf. The coverages may be provided by the

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

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

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

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

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

5) Automobile Liability insurance. The parties contemplate that CLEC and personnel acting on CLEC'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, CLEC 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 CLEC or by any person or entity acting on CLEC'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. CLEC'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 CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.



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

- 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 Exhibit and shall not be construed as a waiver by SWBT of any rights under the Master Agreement.

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

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

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

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

This Nondisclosure Agreement, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2000, 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 Everest Connections Corporation, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

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

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

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

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

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

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

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard

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

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.

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

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

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

Everest Connections Corporation  
Recipient

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

3/4/98

**000545**

**EXHIBIT VI**  
**NOTICES TO CLEC (MISSOURI)**

Reserved for Future Notices to CLEC

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

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

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

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

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

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

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

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



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

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

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

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

**EXHIBIT VIII**  
**IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (MISSOURI)**

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

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. 8<sup>th</sup>, Room 648 \_\_\_\_\_

City/State/Zip: Kansas City, Missouri 64106 \_\_\_\_\_

Notices to the Utility Liaison Supervisor for the 314, 573, 636, and 660 area codes should be addressed as follows:

Name: Craig Rompf \_\_\_\_\_

Title: Utility Liaison Supervisor \_\_\_\_\_

Firm: Southwestern Bell Telephone Company \_\_\_\_\_

Address: 12930 Olive Street Road, Floor 2 \_\_\_\_\_

City/State/Zip: Creve Couer, Missouri 63141 \_\_\_\_\_

**EXHIBIT VIII**  
**IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (MISSOURI)**

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

## **ATTACHMENT 14: INTERIM NUMBER PORTABILITY**

### **1.0 Interim Number Portability**

- 1.1 SWBT and CLEC will provide Interim Number Portability in accordance with requirements of the Act. Interim Number Portability (INP) will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or SWBT. The Parties will provide Permanent Number Portability (PNP) as soon as it is technically feasible, in conformance with FCC rules and the Act, and will participate in development of PNP in the state, in accordance with the FCC's First Report and Order and First Memorandum Opinion and Order on Reconsideration in Docket No. 95-116 (hereinafter called the LNP Order).

### **2.0 Non-Geographical Numbers**

- 2.1 Neither Party will be required to provide Interim Number Portability for non-geographic services (e.g., 500 and 900 NPAs) or on COPT lines under this Agreement, unless otherwise ordered by the FCC.

### **3.0 Availability**

- 3.1 INP will be made available to either Party by the other on a reciprocal basis. INP will be provided through INP-Remote (remote call forwarding or like service), INP-Direct (direct inward dialing trunks or like service) RI-PH (Route Index Portability Hub), or DN-RI (Directory Number Route Index). The requesting Party will specify the forgoing type of INP, on a per telephone number basis, and the providing Party will provide such method to the extent technically feasible.

### **4.0 INP-Remote**

- 4.1 INP-Remote is a service that uses existing remote call forwarding technology to provide INP by redirecting calls within the telephone network. When INP-Remote is used, calls to the ported number will first route to the original local service provider's switch to which the ported number was assigned. Such Party's switch will then forward the call to the assigned number of the new local service provider's end user customer. When more than a total of 3 paths are required to handle simultaneous calls to the same ported telephone number, the requesting Party will order from the providing Party additional paths.

**5.0 INP-Direct**

- 5.1 INP-Direct is an existing service which uses DID or like technology to provide for the delivery of the calling (dialed) number to the requesting Party's switch for subsequent routing and call completion.
- 5.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.
- 5.3 Where the location of the requesting Party's switch is outside the area served by the providing Party's switch, the requesting Party is responsible for providing appropriate transport facilities.
- 5.4 INP-Direct must be established with a minimum configuration of 2 voice grade channels and one unassigned telephone number per switch. INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over trunk groups arranged for INP-Direct service.

**6.0 Route Indexing**

- 6.1 SWBT will make available route index solutions, such as RI-PH and DN-RI, in addition to RCF, DID, and NXX migration. Route Index Portability Hub (RI-PH) is a call routing approach which uses existing switching capabilities to redirect calls, through an access tandem switch, to the new entrant switch..
- 6.2 The cost for the route index INP solutions will be based on TELRIC cost studies. All route indexing users, including CLEC will pay the associated costs.

**7.0 Other Interim Portability Provisions**

- 7.1 Either Party will exchange with the other SS7 TCAP messages as required for the implementation of Customer Local Area Signaling Services (CLASS) or other features available.
- 7.2 Either Party will notify the other of any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office.
- 7.3 SWBT will cooperate with CLEC to ensure 911 service is fully available to ported end users consistent with state provisions. CLEC will have the right to verify the accuracy of the information regarding the CLEC customer in the ALI database.

- 7.4 Either Party will pass all Calling Party Number (CPN) or Automatic Number Identification (ANI) information to and from the ported number, whenever technically feasible.
- 7.5 SWBT agrees to populate its Line Information Database (LIDB) with information, such as TLN calling cards and Billing Number Screening (BNS), regarding ported numbers for billing. SWBT will provide access to LIDB database interfaces to accomplish this function, or make input on behalf of CLEC pursuant to LIDB data storage and administrative contracts.
- 7.5.1 SWBT will provide CLEC with interfaces that allow CLEC to access SWBT's LIDB service management system (SMS). These interfaces will allow CLEC to create, modify, and delete CLEC line records for ported numbers. SWBT will provide interfaces to the LIDB SMS to accomplish this function as set forth in Section 7.4.4.3. If there is no change to the customer's existing LIDB functionality (e.g., collect/third-party call blocking) SWBT should not remove the existing customer data in LIDB. If CLEC selects a non-SWBT LIDB or LIDB-like database, CLEC will promptly delete records from SWBT's LIDB that are migrated to the new LIDB or LIDB-like database.
- 7.6 SWBT agrees not to issue Telephone Line Number (TLN) based calling card numbers when a customer ports their number to CLEC.
- 7.7 SWBT and CLEC will cooperate in all service cutovers involving the other Party's service, to avoid unnecessary service outages.
- 7.8 Each Party will provide competitively neutral cost recovery as defined by the Commission which reflects the FCC NP Order.
- 8.0 Cutover Process**
- 8.1 For a Coordinated Cutover Environment (where the loop is being purchased by CLEC as an unbundled Network Element at the time of INP implementation), SWBT will update switch translations where necessary as close to the requested time as possible, not to exceed 30 minutes after the physical cutover is completed.
- 8.2 For a Non-Coordinated Cutover Environment (where the loop is supplied by CLEC) SWBT will schedule a mechanized update of switch translations at the CLEC requested cutover time (frame due time). SWBT will provide an operation contact whom CLEC can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, completion will be negotiated by the parties.

**9.0 Testing**

- 9.1 SWBT and CLEC will cooperate in conducting testing to ensure interconnectivity between systems. The Parties will inform each other of any system updates that may affect either Party's network and will perform tests to validate the operation of the network.

**10.0 Recording and Billing**

- 10.1 The Parties will provide to each other the Exchange Message Records (EMR) for all alternately billed calls.
- 10.2 The Parties will supply each other with originating billing records which will enable them to bill each other or any other LSP for any local interconnection charge.

**11.0 Line Status Verification/Busy Line Verify**

- 11.1 When a Line Status Verification or Busy Line Interrupt request for a ported number is directed to either Party's operator and the query is not successful if the operator is aware that the number is a ported number, then the operator will direct the caller to the appropriate operator.

**12.0 Pricing**

- 12.1 The Parties agree to track the costs associated with the implementation of INP, and to "true-up" INP related accruals to reflect the final determination as to the costs to be utilized and the cost allocation methodology.

**13.0 Applicability**

- 13.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and

certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.



**LOCATION ROUTING NUMBER – PERMANENT NUMBER PORTABILITY**

**1.0 Provision of Local Number Portability**

1.1 SWBT and CLEC shall provide, number portability in accordance with requirements of the Act.

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

2.1.1 SWBT and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, NANC (North American Numbering Council) guidelines specified in Section 2.2 of this Attachment. SWBT and CLEC shall also work to implement the guidelines of the Southwest Region Steering Committee and Network Operations Team agreed to in writing by SWBT and CLEC.

2.1.2 SWBT and CLEC shall implement number portability in an end office upon the written request of the other Party in accordance with FCC timelines.

**2.2 Requirements for LRN-PNP**

2.2.1 The parties shall adhere to the generic requirements for LRN-PNP as specified in the following publications and FCC Orders:

2.2.1.1 Generic Switching and Signaling Requirements for Number Portability, Issue 1.05, August 1, 1997 [Editor - Lucent Technologies, Inc.];

2.2.1.2 Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.99, Final Draft, January 6, 1997 [Editor - Ameritech Inc.];

2.2.1.3 Generic Operator Services Switching Requirements for Number Portability, Issue 1.1, June 20, 1996 [Editor - Nortel];

2.2.1.4 FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Adopted: June 27, 1996; Released: July 2, 1996;

2.2.1.5 FCC First Memorandum Opinion And Order On Reconsideration; FCC 97-74, CC Docket No. 95-116, RM-8535; Adopted: March 6, 1997; Released: March 11, 1997;

2.2.1.6 FCC Second Report and Order, FCC 97-298, CC Docket No. 95-116, RM 8535, Adopted August 14, 1997, Released August 18, 1997; and

2.2.1.7 North American Number Council Report from the LNP Administration Selection Working Group, April 25, 1997.

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

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

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

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

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

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

**2.3 SMS Administration**

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

**2.4 Ordering**

- 2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations. SWBT and CLEC will agree on all of the details of the interface, format and processing of LSRs no later than 180 days prior to the first implementation of PNP in the state shown on the face of this agreement or the date on which the transition window is considered to be opened pursuant to Section 3.2.2 of this Attachment, whichever date is earlier. If the Parties have not agreed on all of the details of the interface, format and processing of LSRs to both Parties' satisfaction within such time period, either Party may submit any disputed issues to the Alternative Dispute Resolution process set forth in Attachment 1 of this Agreement.
- 2.4.2 When an LSR is sent to one Party by the other Party to initiate porting via LRN-PNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).
- 2.4.3 For the purposes of this Attachment, the parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

**3.0 Requirements for PNP****3.1 Cut-Over Process**

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

- 3.1.3 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 3.1.4 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SWBT and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SWBT recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.
- 3.1.5 The Party from whom a number is porting will set the unconditional LRN-PNP trigger at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.

### **3.2 Transition from INP to LRN-PNP**

- 3.2.1 Transition from INP to LRN-PNP will be initiated for all ported telephone numbers by an LSR from the recipient (ported-to) service provider to the donor (ported-from) service provider. A single LSR shall be used to both disconnect INP and to effect LRN-PNP for any one customer.
- 3.2.2 The Party to which a number is being ported via LRN-PNP shall issue an LSR within 90 days following the opening of the transition window to complete transition. The transition window is considered to be opened when all of the following have been completed:
- 3.2.2.1 the LRN-PNP capabilities in the end office from which the number has been ported from are active;
- 3.2.2.2 the ported number NPA-NXX is open to portability in the NPAC SMS; and
- 3.2.2.3 the LRN-PNP electronic or manual LSR interface between CLEC and SWBT is agreed upon by the Parties and operational; and
- 3.2.2.4 LRN-PNP testing is complete.
- 3.2.3 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for

coordinated orders or on a project specific basis) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. However, when the unconditional PNP (10-digit) trigger is not set (e.g., coordinated cuts), the Party from which the number is being ported will remove the ported number or INP translations per the porting Party's initially requested FDT unless the porting Party notifies the other Party of a database problem or request to change the FDT. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SWBT and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SWBT recognize that there will be instances where the interval may be up to 59 minutes.

3.2.4 SWBT shall discontinue charges, if any, for INP as of the day on which the NPAC SMS download of the ported number was sent by the NPAC.

3.2.5 After a ported number transitions from INP to LRN-PNP, interexchange (toll) calls to a number ported to CLEC will be routed to CLEC as described in Attachment 11, Appendix ITR.

### **3.3 Testing**

3.3.1 If INP testing is in progress in an end office that has converted from INP to LRN-PNP, both SWBT and CLEC shall complete INP testing if either Party requests that such testing be complete.

3.3.2 When transition from INP to LRN-PNP in an end office occurs, the Party from whom a number has been ported shall launch test calls to ensure correct LRN-PNP routing at the request of the other Party.

### **3.4 Excluded Numbers**

3.4.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

### **3.5 Mass Calling**

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

**3.6 Operator Services, LIDB/LVAS and Directory Assistance**

- 3.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.
- 3.6.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, SWBT shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor - Lucent Technologies, Inc.])

**3.7 Porting of DID Block Numbers**

- 3.7.1 SWBT and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.
- 3.7.2 SWBT and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) SWBT should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that SWBT should offer customers who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall CLEC be prejudiced in any present or future proceedings from asserting said positions.

**4.0 Pricing**

- 4.1 Prior to the FCC's ruling (Docket 95-116) on the applicability of SWBT's Tariff charges, the parties agree that CLEC will not pay any charges billed by SWBT associated with queries, subject to true up, if any, as required by FCC rulings.

**5.0 Applicability**

- 5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment

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and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

**ATTACHMENT 15: 911/E911****TERMS AND CONDITIONS FOR PROVIDING CONNECTION  
TO 911/E911 UNIVERSAL EMERGENCY NUMBER SERVICE**

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

**1.0 Definitions**

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

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



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

## **2.0 Responsibilities**

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

- 2.4 SWBT will provide CLEC with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Addendum I, in accordance with the methods and procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS" (dated July 31, 1996), and as subsequently modified consistent with industry standards. SWBT will provide CLEC additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Addendum I. In addition, SWBT will provide CLEC with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document for each file downloaded by CLEC to SWBT's DBMS, so that CLEC may ensure the accuracy of the end user records.
- 2.5 At a reasonable time prior to establishment of E911 service, CLEC will download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 service and will promptly notify SWBT in writing of any changes to be made in such records. CLEC will adopt and comply with operating methods applicable to downloading and maintaining CLEC's end user records in SWBT's DBMS, as set forth in the document referenced in Section 2.4, above.
- 2.6 CLEC acknowledges that its end users in a single local calling scope may be served by different PSAPs. CLEC will be responsible for providing facilities to route calls from its end users to the proper E911 Control Office.
- 2.7 At a reasonable time prior to establishment of E911 service, CLEC will populate E911 databases using the NENA Version 2 record format, as adapted in the document referenced in Section 2.4 above.
- 2.8 During the period when interim number portability is utilized, SWBT and CLEC will coordinate their databases to provide for the display of ported numbers at the PSAP as part of the ALI screen display, subject to PSAP capability.
- 2.9 CLEC acknowledges that it may serve end users in communities that do not have 911 service, or communities where 9-1-1 service is not provided by a SWBT E911 Control Office. In circumstances where SWBT provides E911 service with the ALI feature, but there are no CAMA trunks connecting an CLEC switch to a SWBT E911 Control Office, CLEC will have access to the SWBT DBMS to include customer name and address information in the ALI database in conjunction with the ALI feature provided to the E911 customer. Trunking configurations in these circumstances must be negotiated on a case-by-case basis within the limitations of the local 9-1-1 service network and the E911 customer's PSAP equipment which may, or may not, be provided by SWBT.

**3.0 Methods and Practices**

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

**4.0 Contingency**

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

SWBT representative:

Executive Director and General Manager - Regional Sales  
Southwestern Bell Telephone Company  
Room 640  
4 Bell Plaza  
Dallas, Texas 75202  
214-464-1068 (Phone); 214-858-0281 (FAX); 214-464-1473 (FAX voice contact)

CLEC representative:

Kathy Troughton  
Director Financial and Regulatory Analysis  
Everest Connections Corporation  
425 Woods Mill Road South, Suite 300  
Town & Country, Missouri 63017

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

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

**5.0 Basis of Compensation**

- 5.1 Compensation to SWBT for provision of connection to 911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.
- 5.2 For computation in Addendum II, during the initial year that SWBT provides CLEC connection to E911 service, the number of lines (business and consumer) as shown in Addendum I will be counted on January 1, April 1, July 1, and October 1 (or the first day of service, with proration of the first months charges) and the number will be used in computing compensation for the corresponding quarter. At the end of the first full year of service, a new count of lines will be made and it will be used until the succeeding December 31. For each succeeding year, a new count of lines, as of the first day of January, will be used in the computation of compensation under this Attachment for that year. Each count of lines will be rounded to the nearest thousand for compensation purposes.
- 5.3 Charges will begin on the date connection to E911 service commences.

**6.0 Monthly Billing**

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

**7.0 Indemnification**

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

**8.0 Applicability**

- 8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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, construction and severability; notice of changes; general

responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Addendum I to Attachment 15: 911

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

## ATTACHMENT E911

### ADDENDUM II BASIS OF COMPENSATION

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

- A. The following compensation amounts will be due SWBT for the provision of services under the above-mentioned Attachment for CLEC exchanges and the feature configurations shown in Addendum I. These prices are interim in nature from the effective date of this agreement in Case Nos. TO-97-40; TO-97-67.

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

- B. The following trunk charges will be paid to SWBT for each E911 control office to which CLEC connects. These prices are interim in nature from the effective date of this agreement to the State Commission's determination of permanent prices in Case Nos. TO-97-40; TO-97-67.

Trunk Charge - Channel (Each)

Monthly Recurring

\$85.00 per trunk

Nonrecurring

\$170.00 per trunk



## **ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT**

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

### **1.0 Protection of Service and Property**

- 1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SWBT agrees to take the following reasonable and prudent steps, including but not limited to:
  - 1.1.1 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent SWBT provides this protection to its own facilities. SWBT will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. If escorted, CLEC employees and authorized agents must present identification required by SWBT.
  - 1.1.2 SWBT will follow mutually agreed upon notification procedures in the event it becomes necessary for a SWBT employee to enter into the exclusive CLEC collocated space.
  - 1.1.3 Complying at all times with mutually agreed to CLEC security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain CLEC equipment or equipment enclosures.
  - 1.1.4 Allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as SWBT has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.
  - 1.1.5 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.
  - 1.1.6 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as SWBT provides to itself.
  - 1.1.7 Limiting the keys used in SWBT's keying systems for cages which contain or house CLEC equipment or equipment enclosures to its employees for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. SWBT will change locks at CLEC's request and expense where a security breach is known or suspected and the breach is not caused by SWBT.

- 1.1.8 Where CLEC requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house CLEC equipment or equipment enclosures.
- 1.1.9 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.
- 1.1.10 Providing prompt notification to designated CLEC personnel to indicate an actual or attempted security breach of which SWBT is aware.
- 1.2 CLEC and SWBT further agree to:
  - 1.2.1 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.
  - 1.2.2 Installing controls:
    - to disconnect a user for a pre-determined period of inactivity on authorized ports;
    - to protect customer proprietary information; and,
    - to databases to ensure both ongoing operational and update integrity.
  - 1.2.3 Logical Security:
    - assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element will be established through a secure network or security gateway.
    - agreeing to comply with CLEC Corporate Security Instruction 3.03 "Computer Security Requirements," March 1993, and CLEC Network Security Requirements 4.0, March 1996.

## **2.0 Revenue Protection**

- 2.1 SWBT will make available to CLEC to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers.
- 2.2 SWBT will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending

operational support systems by unauthorized third parties in the same manner it does so for itself.

- 2.3 SWBT will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

**3.0 Law Enforcement Interface**

- 3.1 SWBT will provide five day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. SWBT will provide assistance 24 hours per day for situations involving immediate threat to life or at the request of law enforcement officials. SWBT will provide a 24 hour contact number to administer this process.

**4.0 Applicability**

- 4.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

**ATTACHMENT 17: Failure to Meet Performance Criteria**

This Attachment 17: Failure to Meet Performance Criteria to the Agreement sets forth the terms and conditions by which SWBT will pay CLEC liquidated damages in the event of a Specified Performance Breach as defined in this Attachment. This Attachment 17 contains Performance Criteria which would apply to resold services, stand alone unbundled network elements (UNEs) and unbundled network elements, if and when SWBT provides combination of such UNEs. By this Attachment, SWBT is not agreeing to combine UNEs, but is agreeing to performance criteria which would apply in the event SWBT later provides combinations.

**1.0      Definitions**

- 1.1      When used in this Attachment 17, the following terms will have the meanings indicated:
  - 1.1.1      Specified Activity means any activity performed under this Agreement as to which a Performance Measurement has been established in this Attachment.
  - 1.1.2      Performance Measurements means the set of measurements listed in all of Section 9.0 of this Attachment, as it may be supplemented or modified by agreement of the Parties.
  - 1.1.3      Performance Criteria means the target level of SWBT performance specified for each Performance Measurement.
  - 1.1.4      Specified Performance Breach means the failure by SWBT to meet the Performance Criteria for any Specified Activity listed in Section 1.1.4.4 by any of the degrees of variance as described below.
    - 1.1.4.1      Where monthly performance by SWBT for CLEC on a Performance Measurement is within one standard deviation of the Performance Criteria specified, no Specified Performance Breach occurs with respect to that measurement.
    - 1.1.4.2      SWBT performance on a single measurement for CLEC that is greater than one standard deviation and less than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach if the same measure remains in this range for two consecutive months (liquidated damages of \$25,000 apply to each measurement which remains in the above stated range for two months); Conversely, if for two consecutive months, the performance provided to CLEC exceeds that provided to SWBT (within one to three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.

- 1.1.4.3 SWBT performance for CLEC on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach and will result in liquidated damages of \$75,000 payable for each such month; Conversely, if in a single month, the performance provided to CLEC exceeds that provided to SWBT (by greater than three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.
- 1.1.4.3.1 The four service categories within which performance credits may be used to offset the penalties are Pre-Ordering, Ordering/Provisioning, Maintenance/Repair, and General.
- 1.1.4.4 Liquidated damages for a Specified Performance Breach, as defined above, will only apply to the following Specified Activities:
- Pre-Ordering
- 1.1.4.4.1 Average response time for OSS Pre-Order Interfaces
- Ordering and Provisioning
- A. Completions
- POTS & UNE POTS Loop and Port Combinations
- 1.1.4.4.2 Average installation interval
- 1.1.4.4.3 Percent SWBT Caused Missed Due Dates
- 1.1.4.4.4 Delay Days for Missed Due Dates
- 1.1.4.4.5 Percent No Access
- Specials and UNE Specials Loop and Port Combination
- 1.1.4.4.6 Average installation interval
- 1.1.4.4.7 Percent SWBT Caused Missed Due Dates
- UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.8 Average installation interval

1.1.4.4.9 Percent SWBT Caused Missed Due Dates

B. Order Accuracy

1.1.4.4.10 Percent POTS Installation Reports Within 10 Days

1.1.4.4.11 Percent Specials Installation Reports Within 30 Days

1.1.4.4.12 Percent UNE Installation Reports Within 30 Days

C. Order Status

1.1.4.4.13 Percent Firm Order Completions received within "x" hours

1.1.4.4.14 Percent Mechanized Rejects Returned within 1 hour of the start of the EDI/LASR batch process

1.1.4.4.15 Percent Mechanized Completion Notices return within one hour of successful execution of the SORD (BU340) batch cycle

D. Held Orders

1.1.4.4.16 Percent Company Missed Due Dates Due to Lack of Facilities

1.1.4.4.17 Delay Days for Missed Due Dates Due to Lack of Facilities

E. Flow Through

1.1.4.4.18 Percent Flow Through

Maintenance/Repair

A. Time to Restore

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.19 Receipt to Clear Duration

1.1.4.4.20 Percent Out of Service < 24 Hours

Specials and UNE Specials Loop and Port Combination

1.1.4.4.21 Mean Time to Restore

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.22 Mean Time to Restore

1.1.4.4.23 Percent Out of Service < 24 Hours

B. Repeat Troubles

1.1.4.4.24 Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

1.1.4.4.25 Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

1.1.4.4.26 Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

C. Report Rate

1.1.4.4.27 POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

1.1.4.4.28 Specials and UNE Specials with Loop and Port Combination Failure Frequency

1.1.4.4.29 UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

D. Appointments Missed

1.1.4.4.30 POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

1.1.4.4.31 UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

E. No Access

1.1.4.4.32 POTS & UNE POTS with Loop and Port Combinations Percent No Access

General

A. Billing

1.1.4.4.33 Percent of Billing Records Transmitted Correctly

- 1.1.4.4.34 Any Measurement listed below that is provided on an aggregate basis by SWBT (Reported for SWBT and CLECs combined) that in the future if SWBT provides the service such that SWBT differentiates itself from the CLEC, then SWBT would provide CLEC with the information related to CLEC and SWBT as well as the aggregate CLEC data.

## **2.0 Specified Performance Standards**

- 2.1 The performing Party warrants that it will meet the above Performance Criteria, except in those instances where its failure to do so is a result of a) the other Party's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request.

## **3.0 Occurrence of a Specified Performance Breach.**

- 3.1 In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a Party might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a Party having available to it end user opportunities similar to those opportunities available to a Party at the time of a breach; and 3) the difficulty of accurately ascertaining the amount of damages a Party would sustain if a Specified Performance Breach occurs. In the event of a Specified Performance Breach, the breaching Party agrees to pay the other Party, subject to Section 5.1 below, damages as referenced in all of Section 1.1.4 of this Attachment.

## **4.0 Liquidated Damages**

- 4.1 The damages payable by either Party as a result of a Specified Performance Breach will be the amounts specified for each Specified Performance Breach in all of Section 1.1.4 (collectively, these amounts are referred to as "Liquidated Damages"). The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of the Parties at the time of the negotiation and entering into of this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages either Party would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.



**5.0 Limitations**

- 5.1 In no event will a Party be liable to pay the Liquidated Damages if that Party's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a Party to perform any of its obligations set forth in this Agreement; b) any delay, act or failure to act by an end user, agent or subcontractor of either Party; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of a Party's compliance with the Performance Criteria, or (ii) only suspends a Party's ability to timely perform the Specified Activity, the applicable time frame in which that Party's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

**6.0 Records and Reports**

- 6.1 SWBT will not levy a separate charge for provision of the data to CLEC called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 6.2 Reports are to be made available to the CLEC by the 15<sup>th</sup> day following the close of the calendar month. If the 15<sup>th</sup> falls on a weekend or holiday, the reports will be made available the next business day. If requested by CLEC, data files of CLEC raw data are to be transmitted by SWBT to CLEC on the 15<sup>th</sup> day pursuant to mutually acceptable format, protocol, and transmission media.
- 6.3 If SWBT does not provide a measurement at the time required, and fails to cure this omission by the 15<sup>th</sup> day of the succeeding month, the measurement will be considered to be out of parity by more than three standard deviations under the liquidated damages provisions set forth above, unless SWBT can demonstrate that the omission was the result of any of the factors listed in Section 5.1 above.
- 6.4 Using the rules defined for liquidated damages, SWBT will provide the credits for the associated damages within 30 days after reporting the measurement. Where liquidated damages result from a failure to report a measurement, SWBT will provide the credits within 30 days after the expiration of the cure period provided for in Section 6.3 above (i.e., the 15<sup>th</sup> day of the month succeeding the month in which the omission occurred).

6.5 CLEC and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SWBT will allow CLEC to have an independent audit conducted, at CLEC's expense, of SWBT's performance measurement data collection, computing, and reporting processes. The auditor will enter into an appropriate non-disclosure agreement. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC's audit rights under other provisions of this Agreement.

6.6 Should SWBT at some future date purchase local services from CLEC, the Parties will negotiate performance measures to be provided to SWBT.

#### **7.0 Remedial Plans**

7.1 Within 15 business days after any of the following events occur, SWBT will prepare and provide to CLEC a remedial plan that specifies and schedules the steps SWBT will take to determine and remedy the particular performance deficiency:

7.1.1 SWBT reports performance for CLEC on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria; or

7.1.2 SWBT reports performance for CLEC on any Performance Measurement in three successive months that is greater than one standard deviations below the Performance Criteria.

#### **8.0 Initial Implementation; Data Review**

8.1 The Parties agree that none of the liquidated damages provisions set forth in this Attachment will apply (except for liquidated damages based on a failure to provide Performance Measurement reports) during the first three months after CLEC first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement. The remedial plan provisions of this Attachment apply during this three month period.

8.2 The Parties agree to revise the Performance Criterion for a Performance Measurement whenever a sufficient quantity of performance data indicate that SWBT's performance for itself on a particular measurement does not closely enough approximate a normal distribution curve to make use of standard deviation measures

reasonable. In this event, the Parties will substitute a Performance Criterion that provides an alternative, statistically sound measure of parity performance. If the Parties cannot agree on a substitute Performance Criterion, they will appoint an independent statistician to select one.

## 9.0 Performance Measurements

SWBT will provide the following Performance Measurements under this Agreement:

9.0.1 All UNE combination measurements listed below will apply if and when SWBT combines the elements for the CLEC.

9.0.2 When SWBT does not combine elements for CLECs, some measurements below may not apply and additional measurements may be required to be developed based upon the access provided by SWBT to CLECs for the purpose of combining elements. Additional measurements required based upon the access given to CLECs for combining elements are subject to arbitration or dispute resolution by the Missouri Commission.

9.0.2.1 For UNE combination measurements that do not apply, liquidated damages are not applicable.

9.0.2.2 Liquidated damages for the following measurements will not apply unless the measurement for the CLEC includes at least thirty individual data points.

## 9.1 Pre-Ordering

### 9.1.1 Measurement - Average response time for OSS Pre-Order Interfaces

Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and DataGate) by function:

• Address Verification	Datagate:	80% ≤ 5 sec	90% ≤ 7 sec
	Verigate:	80% ≤ 5 sec	90% ≤ 7 sec
• Request For Telephone Number	Datagate:	80% ≤ 4 sec	90% ≤ 6 sec
	Verigate:	80% ≤ 4 sec	90% ≤ 6 sec
• Request For Customer Service Record (CSR)	Datagate:	80% ≤ 6 sec	90% ≤ 8 sec
	Verigate:	80% ≤ 7 sec	90% ≤ 10 sec

- Service Availability

Datagate:	80% ≤ 3 sec	90% ≤ 5 sec
Verigate:	80% ≤ 11 sec	90% ≤ 13 sec

- Service Appointment Scheduling (Due Date)

Datagate:	80% ≤ 2 sec	90% ≤ 3 sec
Verigate:	80% ≤ 2 sec	90% ≤ 3 sec

- Dispatch Required

Datagate:	80% ≤ 17 sec	90% ≤ 19 sec
Verigate:	80% ≤ 17 sec	90% ≤ 19 sec

Calculation -  $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

9.1.1.1 Note: The response times stated above may be altered if mutually agreed upon.

9.1.1.2 Note: CLEC and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

9.1.2 Measurement - EASE Average Response Time

Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return.

Calculation -  $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported for all CLECs and SWBT by division name (CPU platform).

9.1.3 Measurement - Percent Responses Received within "x" seconds.

Definition - The % of functions completed in "x" seconds for pre-order interfaces (Verigate and DataGate) by function:

- Address Verification  
DataGate: <5, <7, and >7  
Verigate: <5, <7, and >7
- Request For Telephone Number  
DataGate: <4, <6, and >6  
Verigate: <4, <6, and >6
- Request For Customer Service Record (CSR)  
DataGate: <6, <8, and >8  
Verigate: <7, <10, and >10
- Service Availability  
DataGate: <3, <5, and >5  
Verigate: <11, <13, and >13
- Service Appointment Scheduling (Due Date)  
DataGate: <2, <3, and >3  
Verigate: <2, <3, and >3
- Dispatch Required  
DataGate: <17, <19, and >19  
Verigate: <17, <19, and >19

Calculation - (# of responses within each time interval ÷ total responses) \* 100

Report Structure - Reported on a company basis by interface for DataGate and Verigate.

- 9.1.4 Note: CLEC and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

## 9.2 **Ordering And Provisioning**

### A. Completions

POTS & UNE POTS Loop and Port Combinations

**9.2.1 Measurement - Average installation interval**

**Definition -** Average business days from application date to completion date for N,T,C orders, excluding customer caused misses and customer requested due dates greater than 5 business days.

**Calculation -**  $[\Sigma(\text{completion date} - \text{application date})]/(\text{Total number of orders completed})$

**Report Structure -** Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

**Report Structure -** Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

**9.2.2 Measurement - Percent Installations Completed within "x" business days**

**Definition -** Percent installations completed within 5 business days for FW and 3 business days for NFW orders from receipt of confirmed service order excluding orders where customer requested a due date greater than 5 business days for FW and 3 business days for NFW orders and orders with only customer caused misses.

**Calculation -**  $(\# \text{ N,T,C orders installed within "x" business days} \div \text{Total N,T,C orders}) * 100$

**Report Structure -** Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

**9.2.3 Measurement - Percent SWBT Caused Missed Due Dates**

**Definition -** Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses.

**Calculation -**  $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

**Report Structure -** Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.4 Measurement - Delay Days for SWBT caused Missed Due Dates

Definition - Average calendar days from due date to completion date on company missed orders.

Calculation -  $\Sigma(\text{Completion date} - \text{Committed order due date}) / (\# \text{ of posted orders})$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Broken out by Resale or UNE Loop and Port.

9.2.5 Measurement - Percent No Access

Definition - Percent of Field Work (FW) N,T,C orders that are no accessed.

Calculation -  $\text{Count of FW N,T,C orders that are no accessed} \div \text{Total number of FW N,T,C orders}$ .

Report Structure - Reported for CLEC, total CLECs and SWBT retail. Broken out by Resale or UNE Loop and Port.

Specials and UNE Specials Loop and Port Combination

9.2.6 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation -  $[\Sigma(\text{completion date} - \text{application date})] / (\text{Total number of orders completed})$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

9.2.7 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation -  $\sqrt{[\Sigma(\text{individual installation interval} - \text{mean installation interval})^2 / (\text{number of orders in the sample} - 1)]}$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

#### 9.2.8 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders (N,T,C orders include all orders that a CLEC may send to SWBT including conversions) where installations were not completed by the negotiated due date excluding customer caused misses.

Calculation -  $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

UNEs (Excludes UNE Loop and Port Combinations)

#### 9.2.9 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation -  $[\Sigma(\text{completion date} - \text{application date})] / (\text{Total number of orders completed})$

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule).

The following are standard intervals for installation intervals for UNEs since no parity measurement is proposed:

2 Wire Analog and Digital and INP (1-10) – 3 Days  
 2 Wire Analog and Digital and INP (11-20) – 7 Days  
 2 Wire Analog and Digital and INP (20+) – 10 Days

DS1 loop(includes PRI) – 3 Days

Switch Ports - Analog Port - 2 Days



Switch Ports - BRI Port (1-50) - 3 Days  
Switch Ports - BRI Port (50+) - 5 Days  
Switch Ports - PRI Port (1-20) - 5 Days  
Switch Ports - PRI Port (20+) - 10 Days

DS1 Trunk Port (1 to 10) – 3 days  
DS1 Trunk Port (11 to 20) – 5 Days  
DS1 Trunk Port (20+) – ICB

Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 days  
Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days  
Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

#### 9.2.10 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation -  $\sqrt{\frac{\sum(\text{individual installation interval} - \text{mean installation interval})^2}{(\text{number of orders in the sample} - 1)}}$

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule). Standard to be developed as data is produced.

#### 9.2.11 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses.

Calculation -  $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

**B. Order Accuracy****9.2.12 Measurement - Percent POTS Installation Reports Within 10 Days (I-10)**

**Definition -** Percent of N,T,C orders that receive a network customer trouble report not caused by CPE or wiring within 10 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports).

**Calculation -** (Count of N,T,C orders that receive a network customer trouble report within 10 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) \* 100

**Report Structure -** Reported for POTS Resale and UNE POTS with Loop and port combinations by CLEC, all CLECs and SWBT retail by Field Work (FW), No Field Work (NFW) business and residence.

**9.2.13 Measurement - Percent Specials Installation Reports Within 30 Days (I-30)**

**Definition -** Percent N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

**Calculation -** (Count of N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) \* 100

**Report Structure -** Reported for Resale Specials and UNE Specials with loop and port combinations by CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

**9.2.14 Measurement - % UNE Installation Reports Within 30 Days (I-30)**

**Definition -** Percent UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

**Calculation -** (Count of number of UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total UNE N,T,C orders (excludes trouble reports received on the due date)) \* 100

**Report Structure -** Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

9.2.15 Measurement - Provisioning Accuracy

Definition - % of orders installed without error.

Calculation -  $(\text{Count of orders completed without error} \div \text{total orders}) * 100$

Report Structure - Reported by individual CLEC, all CLECs and SWBT.

C. Order Status

9.2.16 Measurement - % Firm Order Confirmations (FOCs) received within "x" hours.

Definition - Percent of FOCs returned within a specified time frame from receipt of service order to return of confirmation to CLEC.

- All Res. And Bus. < 24 Hours
- Complex Business (1-200) < 48 Hours
- Complex Business (200+) - negotiated
- UNE Loop (1-49 Loops) < 24 Hours
- UNE Loop (> 50 Loops) - 48 Hours
- Switch Ports < 24 hours

Calculation -  $(\# \text{ FOCs returned within "x" hours} \div \text{total FOCs sent}) * 100$

Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders). The FOC for EASE is considered to be at the time the due date is negotiated and is not included in the calculation.

9.2.17 Measurement - Average Time To Return FOC

Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC.

Calculation -  $\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Acknowledgment})] / (\# \text{ of FOCs})$

Report Structure - Reported for CLEC and all CLECs.

- 9.2.18 Measurement - Percent Mechanized Rejects returned within 1 hour of the start of the EDI/LASR batch process. The EDI and LASR processes executes every two hours between 6:00 AM and 12:00 AM.

Definition - % mechanized rejects returned 1 hour of the start of the EDI/LASR batch process.

Calculation -  $(\# \text{ mechanized rejects returned within 1 hour} \div \text{Total rejects}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 2 hour interval above is subject to change as the EDI polling time frame changes. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

- 9.2.19 Measurement - Average Time to Return Mechanized Rejects

Definition - Average time required to return a mechanized reject.

Calculation -  $\Sigma[(\text{Date and Time of Order Rejection}) - (\text{Date and Time of Order Acknowledgment})]/(\# \text{ of Orders Rejected})$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval to send a reject will be within 97% within 1 hour PON. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

- 9.2.20 Measurement - Percent Mechanized Completions Returned Within 1 hour upon the successful execution of the SORD (BU340) batch cycle which updates the order status, indicating a completion notice. The batch process executes at the following times: 9:00 am, 12:00 noon, 3:00 pm, 6:00 pm, 10:30 pm.

Definition - % mechanized completions returned within 1 hours for EDI and LEX.

Calculation -  $(\# \text{ mechanized completions returned to CLEC within 1 hour} \div \text{Total completions}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval above is subject to change as the EDI polling time frame changes.

**9.2.21 Measurement - Average Time to Return Mechanized Completions**

**Definition -** Average time required to return a mechanized completion.

**Calculation -**  $\Sigma[(\text{Date and Time of Notice Of Completion Issued to the CLEC}) - (\text{Date and Time of Work Completion})]/(\# \text{ of Orders Completed})$

**Report Structure -** Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval for returning completion will be >97% received within 1 hour of order completion. The 1 hour interval is subject to change as the EDI polling time frame changes.

**D. Held Orders**

**9.2.22 Measurement - % Company Missed Due Dates Due To Lack Of Facilities**

**Definition -** % N,T,C orders with missed committed due dates due to lack of facilities

**Calculation -**  $\text{Total N,T,C orders with missed committed due dates due to lack of facilities} \div \text{Total N,T,C orders}$

**Report Structure -** Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Reported for > 30 calendar days & > 90 calendar days. (Calculated monthly based on posted orders.)

**9.2.23 Measurement - Delay Days for Missed Due Dates Due to Lack of Facilities**

**Definition -** Average calendar days from due date to completion date on company missed orders due to lack of facilities.

**Calculation -**  $\Sigma(\text{Completion date} - \text{Committed order due date})/(\# \text{ of posted orders})$

**Report Structure -** Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE.

**E. Flow Through**

**9.2.24 Measurement - Percent Flow Through**

**Definition -** % of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT than

analogous retail services, and automated provisioning to the extent that is provided for analogous retail services.

Calculation - (# of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT ÷ total orders sent.

Report Structure - Reported for CLEC, all CLECs and SWBT for POTS (Broken out by Resale and UNE loop+Port), Specials (Resale and UNE loop+Port), and UNE)

### 9.3 Maintenance/Repair

#### A. Time To Restore

#### POTS & UNE POTS Loop and Port Combinations

#### 9.3.1 Measurement - Receipt To Clear Duration

Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable).

Calculation -  $\Sigma[(\text{Date and time ticket is cleared with customer}) - (\text{Date and time ticket received})] \div \text{Total customer network trouble reports}.$

Report Structure – Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch
- Affecting Service - Dispatch
- Affecting Service - No Dispatch

#### 9.3.2 Measurement - Standard Deviation of Receipt To Clear Intervals

Definition - Measure of the variation of the receipt to clear intervals around the mean receipt to clear interval.

Calculation -  $\text{sqrt}[\Sigma(\text{individual receipt to clear interval} - \text{mean receipt to clear interval})^2 / (\text{number of trouble reports in the sample} - 1)]$

Report Structure - Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch
- Affecting Service - Dispatch
- Affecting Service - No Dispatch

9.3.3 Measurement - % Out Of Service (OOS) < 24 Hours

Definition - % of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, no access and all disposition code "13" reports (excludable).

Calculation - Count of OOS trouble reports < 24 hours ÷ Total number of OOS trouble reports.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop+Port.

Specials and UNE Specials Loop and Port Combination

9.3.4 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation -  $\Sigma[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{Total network customer trouble reports.}$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

9.3.5 Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation -  $\text{sqrt}[\Sigma(\text{individual time to restore interval} - \text{mean time to restore interval})^2 / (\text{number of trouble reports in the sample} - 1)]$

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

## UNEs (Excludes UNE Loop and Port Combinations)

## 9.3.6 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation -  $\Sigma[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{Total network customer trouble reports.}$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule) by dispatch and no dispatch.

## 9.3.7 Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation -  $\text{sqrt}[\Sigma(\text{individual time to restore interval} - \text{mean time to restore interval})^2 / (\text{number of trouble reports in the sample} - 1)]$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport (all types in pricing schedule) by dispatch and no dispatch.

## 9.3.8 Measurement - Percent Out Of Service (OOS) &lt; 24 Hours

Definition - Percent of OOS trouble reports cleared in less than 24 hours.

Calculation -  $(\text{Count of UNE OOS trouble reports} < 24 \text{ hours} \div \text{Total number of UNE OOS trouble reports}) * 100$

Report Structure - Reported for CLEC, CLECs and SWBT by "POTS like" loop (2-Wire Analog 8dB Loop).

## B. Repeat Troubles

## 9.3.9 Measurement - Percent POTS &amp; UNE POTS with Loop and Port Combinations Repeat Reports



Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and all disposition code "13" reports (excludable).

Calculation - (Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report) ÷ (Count of total customer trouble reports not caused by CPE or wiring and excluding subsequent reports).

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.3.10 Measurement - Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.11 Measurement - Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport (all types in pricing schedule).

C. Report Rate

9.3.12 Measurement - POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

Definition - The number of customer trouble reports not caused by CPE or wiring, CPE and disposition code "13" reports within a calendar month per 100 lines.

Calculation -  $\text{Count of customer trouble reports} \div (\text{total lines} \div 100)$

Report Structure - Reported for POTS Resale and UNE POTS loop and port combination by CLEC, all CLECs and SWBT retail. This measurement is only valid for line counts of 300,000 or greater. Broken out by Resale and UNE loop and Port Combination.

9.3.13 Measurement - Specials and UNE Specials with Loop and Port Combination Failure Frequency

Definition - The number of network customer trouble reports within a calendar month per 100 circuits.

Calculation -  $\text{Count of network trouble reports} \div (\text{Total circuits} \div 100)$

Report Structure - Reported for resale specials and UNE specials with loop and port combination for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.14 Measurement - UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

Definition - The number of network customer trouble reports within a calendar month per 100 UNEs.

Calculation -  $\text{Count of network trouble reports} \div (\text{Total UNEs} \div 100)$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport (all types in pricing schedule)

D. Appointments Missed

9.3.15 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports.

Calculation -  $(\text{Count of trouble reports not cleared by the commitment time for company reasons} \div \text{Total trouble reports}) * 100$ .

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop and Port Combination.

9.3.16 Measurement - UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time for company reasons.

Calculation -  $(\text{Count of trouble reports not cleared by the commitment time for company reasons} \div \text{Total trouble reports}) * 100$

Report Structure - Reported for each CLEC, all CLECs and SWBT for "POTS type" loops (2-Wire Analog 8dB Loop)

E. No Access

9.3.17 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent No Access

Definition - Percent of dispatched customer trouble reports with a status of "No Access" excluding disposition code "13" trouble reports.

Calculation -  $\text{Count of dispatched customer trouble reports with a status of "No Access"} \div \text{Total dispatched customer trouble reports}$ .

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.4 General

A. System Availability

9.4.1 Measurement - OSS Interface availability

Definition - Percent of time OSS interface is available compared to scheduled availability.

Calculation -  $(\# \text{ Scheduled system available hours} \div \text{unscheduled system unavailable hours}) * 100$

Report Structure - Reported on a company basis by interface for EASE, DATAGATE, VERIGATE, LEX, and EDI. The RAF will be reported by CLEC. When EBI is available SWBT will provide interface availability. When any new system is available, the parties will negotiate in good faith to develop associated performance measurements.

The following will be the standard for availability for all systems except EASE. EASE will have a parity measurement since SWBT uses EASE for its retail operation. Availability > 99% for Datagate, Verigate, LEX, EDI, and RAF applications. This availability measurement includes the front end applications and does not include the legacy systems. Parity applies for the legacy systems since SWBT uses the legacy systems in its retain operation.

#### B. Center Responsiveness

##### 9.4.2 Measurement - LSC Grade Of Service (GOS)

Definition - % of calls answered by the LSC within a specified period of time.

Calculation -  $\text{Total number of calls answered by the LSC within a specified period of time} \div \text{Total number of calls answered by the LSC}$

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

##### 9.4.3 Measurement - LSC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation -  $\text{Total queue time} \div \text{Total calls}$

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).