

ATTACHMENT 13 - APPENDIX: PHYSICAL COLLOCATION

The rates, rate elements, terms and conditions in this appendix are interim and will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent tariffed rates, terms and conditions for collocation. The use of these rates, rate elements, terms, and conditions on this interim basis is solely for purposes of accommodating the need to establish an interim approach. Upon the effective date of the Commission's order approving SWBT's permanent collocation tariff, the rates, rate elements, terms and conditions of the tariff shall control and govern all requests for physical collocation under this Agreement.

1.0 PURPOSE AND SCOPE

- 1.1 This appendix provides for the placing of Collocator telecommunications equipment and facilities on SWBT property for the purposes set forth in Paragraph 1.3, following.
- 1.2 Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within a SWBT Eligible Structure as defined in Paragraph 2.0 Definitions, following. The Collocator will lease the Dedicated Space from SWBT and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Paragraph 1.3, following. SWBT will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, SWBT will permit collocation in Adjacent Structures in accordance with this agreement so that collocators will have a variety of collocation options from which to choose.
- 1.3 Physical collocation is available for the placement of telecommunications equipment as provided for in this agreement for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) of FTA96, or (ii) obtaining access to SWBT's unbundled network elements pursuant to 47 U.S.C. 251(c)(3) of FTA96. The terms "telephone exchange service", "exchange access" and "network element" are used as defined in 47 U.S.C. 153(47), 47 U.S.C. 153(16), and 47 U.S.C. 153(29) of FTA96, respectively.

2.0 DEFINITIONS

Active Collocation Space – Denotes the space within an Eligible Structure that can be designated for physical collocation which has sufficient telecommunications infrastructure systems, including power. Any dispute as to whether administrative space within an Eligible Structure should be available for physical collocation, shall be resolved on a case-by-case basis by the use of the Third-Party Engineer process pursuant to Section 6.2.1 of this appendix. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Active Collocation Space.

Adjacent Off-site Arrangement - Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SWBT shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. Such arrangement shall be used for interconnection or access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SWBT's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this agreement for access to unbundled network elements. The interim rates, subject to true up, established in this agreement for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure.

At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SWBT shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SWBT's facilities. SWBT shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, SWBT will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

Adjacent Structure - A Collocator-provided structure placed on SWBT property (Adjacent On-site) or non-SWBT property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. SWBT and CLEC will mutually agree on the location of the designated space on SWBT premises where the adjacent structure will be placed. SWBT will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements.

Augment - A request from a collocator to add equipment and/or cable to an existing physical collocation arrangement.

Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, e.g., painting a cage. Custom work may not be charged to a Collocator for any work performed which will benefit or be used by SWBT or other Collocators. SWBT also may not impose a custom work charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as

provided for in the rate elements provided in this Agreement. SWBT shall follow the procedures established in Section 20.1 of this appendix for imposition of Custom Work Charges. In the event an agreement between the Collocator and SWBT is not reached regarding the Custom Work Charge, SWBT shall complete construction of the Collocator's space pending resolution of the issue by the Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SWBT shall accrue interest at the rate established by the Missouri Public Service Commission. All Custom Work Charges that are approved by the Missouri Public Service Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SWBT that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, SWBT shall file the appropriate agreement amendment. However, SWBT shall not delay completion of such work during the appendix approval process. SWBT shall perform such work based upon interim rates, subject to true up. If the Collocator and SWBT cannot agree on interim rates, either party may seek informal dispute resolution at the Commission.

Dedicated Space - Denotes the space dedicated for the Collocator's physical collocation arrangement located in a SWBT Eligible Structure.

Eligible Structure - Eligible Structure refers to SWBT's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by SWBT that house its network facilities, and all structures that house SWBT's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

Infrastructure Systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems (AC power), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

Legitimately Exhausted - Denotes when all space in a Central Office (CO) that can be used or is useful to locate telecommunications equipment in any of the methods of collocation available under this Agreement is exhausted or completely occupied. Before SWBT may make a determination that space in an Eligible Structure is legitimately exhausted, SWBT must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SWBT's response to a Collocator's application or in provisioning collocation arrangements. Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2.1 of this appendix. In making this determination, SWBT may reserve space for transport equipment for current year plus two years. Additionally, SWBT may not reserve space for equipment for itself, for/of advanced or interLATA services affiliates or other SWBT affiliates or for future use by SWBT or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SWBT may reserve space for Switching, Power and Main Distribution Frame (MDF) up to a maximum of 8 years of anticipated growth. SWBT may

reserve space for Digital Crossconnect System (DCS) for 5 years of anticipated growth. At the time that SWBT denies a collocation request due to a lack of available space or determines that the space is Legitimately Exhausted, SWBT must provide to the CLEC, upon request, the following information: 1) a detailed explanation of SWBT's determination and all reasons in support thereof; 2) the access line forecast used in making the determination as defined above; and 3) a frame level diagram, which includes detailed floor plans for the Eligible Structure that is the subject of the determination, including the locations, size and current and projected use of all areas reserved for SWBT's future growth or reserved for use by SWBT's affiliates on a frame level basis and the planned date for use of that space. The frame level diagram will also include detail for each frame or area reserved for future use, including a delineation of the type of equipment to be used in the reserved space. In estimating the space requirement for growth, SWBT shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forwarding-looking technology as it relates to switching, power, MDF and DCS. In the dispute-resolution process, SWBT shall bear the burden of establishing that its reservation of active telecommunications equipment space is just, reasonable and nondiscriminatory. In addition, SWBT shall not exclusively and unilaterally reserve active space that is supported by existing telecommunications infrastructure space. SWBT shall disclose to CLECs the space it reserves for its own future growth and for that of its interLATA, advanced services and affiliates.

Other (Inactive) Collocation Space - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Agreement.

Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A collocation arrangement shall be presumed to be technically feasible if it has been deployed by any incumbent local exchange carrier in the country.

Telecommunications Infrastructure Space - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to unbundled network elements of SWBT's network and/or the network of another CLEC.

3.0 LIMITATION OF LIABILITY

3.1 Limitation

With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to this agreement, the liability of either SWBT or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

Neither SWBT nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.

Both SWBT and the Collocator shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other ones' services or equipment except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning party's applicable tariffs.

The liability of either SWBT or the Collocator for its willful misconduct or gross negligence is not limited by this agreement.

3.2 Third Parties

SWBT also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

In addition to any other applicable limitation, neither SWBT nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any such Other, except in instances involving willful actions by either SWBT or the Collocator or their agents or employees.

4.0 RESPONSIBILITIES OF SWBT

4.1 Right to Use; Multiple Dedicated Spaces

In accordance with this agreement, SWBT grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this agreement.

4.2 Contact Numbers

SWBT is responsible for providing the Collocator personnel a contact number for SWBT technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this agreement, the parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure 24 hours a day, 7 days a week and SWBT will not delay a Collocator's entry into an Eligible Structure.

4.3 Trouble Status Reports

SWBT is responsible for making best efforts to provide prompt verbal notification to the collocator of significant outages or operations problems which could impact or degrade the collocator's network, switches or services, with an estimated clearing time for restoral. In

addition, SWBT will provide written notification within 24 hours. When trouble has been identified, SWBT is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by the collocator.

4.4 Service Coordination

SWBT is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

If the Dedicated Space is damaged by fire or other casualty, and (1) the Dedicated Space is not rendered untenable in whole or in part, SWBT shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, SWBT has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or SWBT opts not to rebuild, then SWBT shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, SWBT must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

Any obligation on the part of SWBT to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by SWBT.

4.5.2 Damage to Eligible Structure

In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SWBT's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, SWBT, at its option, may terminate services provided via this agreement by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

4.6 Construction Notification

SWBT will notify the collocator prior to the scheduled start dates of all construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the collocator's services. SWBT will provide such notification to the collocator at least twenty (20) business days before the scheduled start date of such construction activity. SWBT will inform the collocator as soon as practicable by telephone of all emergency-related activities that SWBT or its subcontractors are performing

in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

4.7 Construction Inspections

During the construction of all forms of physical collocation space required under this agreement, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, collocators will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen (15) minute increments. Rates and charges are as found in paragraph 21.22.

5.0 OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

The Collocator requesting physical collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the physical collocation space. SWBT shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a CLEC while that CLEC's state certification is pending or prior to a final approved interconnection agreement.

5.2 Contact Numbers

The Collocator is responsible for providing to SWBT personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this agreement, the parties will provide the contact numbers included in the application process.

5.3 Trouble Report

The Collocator is responsible for making best efforts to provide prompt verbal notification to SWBT of significant outages or operations problems which could impact or degrade SWBT's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by SWBT.

5.4 Removal

The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the

Dedicated Space is located within thirty (30) business days after discontinuance or termination of the physical collocation arrangement. After such time, SWBT may remove the abandoned materials and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such removal by SWBT, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold SWBT harmless from the failure to return any such equipment, property or other items.

5.5 Hazardous Waste & Materials

The Installation Supplier shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the CLEC's Installation Supplier shall adhere to all SBC LEC requirements. The Installation Supplier shall coordinate with the SBC LEC Representative before any activity relating to hazardous material/waste is started. (Refer to Interconnector's Guide for Collocation for further details.)

5.6 Safety

The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of SWBT or other CLECs. The Installation Supplier shall immediately report to the SBC LEC Representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Installation Supplier while on SBC LEC premises or any OSHA inspection or citations issued to the Installation Supplier while on SBC LEC premises. (Refer to Interconnector's Guide for Collocation for further details.)

5.7 Collocator's Equipment and Facilities

The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional POT frame located in the Common Area:

- A. its fiber optic cable(s) or other permitted transmission media as specified in paragraph 8.1.1;
- B. its equipment;
- C. required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
- D. POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and

- E. the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

SWBT neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this paragraph.

5.8 Insurance

5.8.1 Coverage Requirements

The collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

- A. Workers' Compensation insurance with benefits afforded under the laws of the State of Missouri and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- B. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SWBT will be named as an Additional Insured on the Commercial General Liability policy.
- C. If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

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

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SWBT as well. If a certificate is not received, SWBT will notify the Collocator and the Collocator will have 5 business days to cure the deficiency. If the Collocator does not cure the deficiency within 5 business days, Collocator hereby authorizes SWBT, and SWBT may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SWBT will invoice Collocator for the costs incurred to so acquire insurance.

The cancellation clause on the certificate of insurance will be amended to read as follows:

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

The collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

5.8.2 Self-Insured

Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, Paragraph 5.8.1, Coverage Requirements, shall immediately apply.

6.0 ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

SWBT will make each of the arrangements outlined below available within its Eligible Structures in accordance with this agreement so that collocators will have a variety of collocation options from which to choose:

- A. Caged Physical Collocation - The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SWBT will provide Floor Space (portions of which formerly contained in the Standard Charge), floor space conditioning (portions of which formerly contained in the Infrastructure Area Charge and now addressed as the Telecommunications Site Conditioning Space Charge), Cage Common Systems Materials (formerly contained in the Standard Charge) and Safety and Security charges in increments of one (1) square foot. For this reason, collocators will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a SWBT premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in paragraph 21.2 following.

When a collocator constructs its own cage and related equipment, the collocator will not be subject to the Cage Common Systems Materials Charge as set forth in paragraph 21.2 following. The collocator may provide a cage enclosure (not

Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SWBT shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SWBT's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this agreement for access to unbundled network elements. The interim rates, subject to true up, established in this agreement for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure.

At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SWBT shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SWBT's facilities. SWBT shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, SWBT will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

- F. Other Physical Collocation Arrangements – SWBT will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a CLEC seeking collocation in SWBT's Eligible Structures that such an arrangement is technically feasible.

6.1.1.1 Active/Inactive Space Determination

As provided in Section 6.2.1 of this appendix, SWBT shall notify the Collocator in writing as to whether its request for collocation has been granted or denied within 10 days of submission of the completed application. In its notification, SWBT shall also inform the Collocator if the space available for the requested collocation space will be Active or Other (Inactive) Collocation Space, as those terms are defined in Section 2

of this appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

In the event that the Collocator disputes SWBT's placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. The request shall be submitted to SWBT's designated representative in writing. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour and shall be conducted no later than seven (7) days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in Section 6.2.1.1 of this appendix, thereby modifying the time frame requirements in this paragraph.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-Disclosure Agreement," shall be signed by the designated SWBT representative and the designated agent for the Collocator, who will participate in the tour.

SWBT will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The SWBT representative will accompany and supervise the Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise SWBT orally and in writing. The Collocator and SWBT shall then concurrently prepare a report detailing their findings. The report, along with a request by the Collocator for dispute resolution and requested relief, shall be filed with Central Records at the Public Utility Commission within five (5) business days from the date of the inspection tour. The burden of proof shall be on SWBT to justify the basis for placement of the Collocator's space in Inactive Space. The Commission will use its (expedited) Dispute Resolution Process for resolution of the dispute. If the matter is appealed to the Commission through dispute resolution, the losing party shall reimburse all costs associated with this process.

6.1.2 Security

Protection of SWBT's equipment is crucial to its ability to offer service to its customers. Therefore, SWBT may impose the following reasonable security measures on collocators to assist in protecting its network and equipment from harm. SWBT may impose security arrangements as stringent as the security arrangements SWBT maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent existing security arrangements are more stringent for one group than the other, SWBT may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), SWBT will not impose more stringent security requirements than these. SWBT will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of

providing necessary protection of SWBT's equipment. SWBT will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with collocators.

- A. Collocators will conduct background checks of their personnel and technicians who will have access to the collocation space. Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of SWBT security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that SWBT's own employees and authorized contractors must undergo. SWBT will not, however, require collocators to receive security training from SWBT, but will provide information to collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in SWBT's Technical Publications.
- B. Collocators and SWBT will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other SWBT property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the collocators or SWBT in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the collocators or SWBT in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SWBT property:
- a. Theft or destruction of SWBT's or collocator's property;
 - b. Use/sale or attempted use/sale of alcohol or illegal drugs on SWBT property;
 - c. Threats or violent acts against other persons on SWBT property;
 - d. Knowing violations of any local, state or federal law on SWBT property;
 - e. Permitting unauthorized persons access to SWBT or collocator's equipment on SWBT property; and
 - f. Carrying a weapon on SWBT property.

In addition, Collocator and SWBT will take appropriate disciplinary steps as determined by each party to address any violations reported by SWBT or the collocator of SWBT's policies and practices on security, safety, network reliability, and business conduct as defined in SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Missouri, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

- C. Collocators will provide indemnification as set forth in Paragraph 12 of this appendix and insurance as set forth in Paragraph 5.8 of this appendix to cover any damages caused by the collocator's technicians at a level commensurate with the indemnification and insurance provided by SWBT-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SWBT as well.
- D. SWBT may use reasonable security measures to protect its equipment. In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, SWBT may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of

any other reasonable security measure for such Eligible Structure. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

SWBT's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment collocated directly adjacent to SWBT's equipment. SWBT's construction of an interior security partition around its own equipment shall not impede a CLEC's ability to collocate within SWBT's space. To the extent that SWBT is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at SWBT's expense.

SWBT's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

SWBT's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around SWBT's equipment cannot include any embedded costs of any other security measures for the Eligible Structure. If SWBT chooses to enclose its own equipment, SWBT will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures. SWBT has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If SWBT cannot prove that other reasonable security methods cost more than an interior security partition around SWBT's equipment, SWBT cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

If SWBT elects to erect an interior security partition and recover the cost, it must demonstrate to the collocator that other reasonable security methods cost more than an interior security partition around SWBT's equipment at the time the price quote is given. Any disputes can be brought before the Commission for resolution through its expedited dispute resolution process.

- E. Collocators will have access to their collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SWBT will not delay a collocator's entry into an Eligible Structure or access to its collocated equipment. The collocator will provide SWBT with notice at the time of dispatch of the collocator's own employee or contractor to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will provide collocators with reasonable access to restroom facilities and parking.

6.1.3 Interval

- A. SWBT will provide physical collocation arrangements in eligible structures on a "first-come, first-served" basis. To apply for a dedicated space in a particular eligible structure, the collocator will provide a completed physical collocation application form found in SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Missouri and will pay an initial application fee. A collocator wishing SWBT to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, common, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for SWBT to process the application for each of the preferred methods. If a collocator provides adequate information and its preferences with its application, SWBT would not require an additional application, nor would the collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. Collocators who only wish SWBT to consider one collocation method need not provide preferences and associated specific information for multiple methods. However, if SWBT is unable to provide the collocator's requested collocation method due to space constraints and the collocator determines that it wishes SWBT to consider an alternative method of collocation, the collocator would be required to submit an additional application. This would not result in incremental application costs to the collocator as its initial application fee would be returned due to the denial. However, it would restart the collocation intervals. Upon receipt of the collocator's application and initial application fee payment, SWBT will begin development of the quotation. SWBT will notify the collocator as to whether its request for collocation space has been granted or denied due to a lack of space within ten (10) days of submission of the completed application.
- B. In responding to an application request, SWBT shall advise the collocator which of the requested types of physical collocation is available, provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified in 6.1.3 E. following. SWBT will not select for the collocator the type of physical collocation to be ordered. The collocator has sixty-five (65) business days from receipt of the quotation to accept the quotation. The quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application and application fee are required.
- C. Dedicated space is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SWBT will complete construction of all Active Collocation Space requests for caged collocation in 90 days from the receipt of the collocator's acceptance of the quotation. SWBT will complete construction of Active Collocation Space requests for cageless collocation in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. SWBT will complete construction of Active Collocation Space requests for cageless collocation in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays. SWBT will complete construction of cageless collocation in Eligible

Structures such as CEVs, Huts and Vaults in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. SWBT will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays. These construction intervals for cageless collocation in Active Collocation Space in all Eligible Structures apply where the Collocator is requesting maximum DC power of 50 AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in all Eligible Structures where a Collocator is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, SWBT will complete construction in 90 days.

Unless otherwise mutually agreed to by the parties in writing, in Other (Inactive) Collocation Space, SWBT will complete construction of requests for caged or cageless collocation in 140 days from receipt of the collocator's acceptance of the quotation. In addition, SWBT will provide a DS1/DS3 Interconnection Arrangement within 5 days after installation of the Collocator's equipment and termination of DC power and completion of interconnection cabling if the Collocator submitted an order with all requisite assignment information with its application for collocation. A collocator may obtain a shorter construction interval than that set forth above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications. If a completion date outside the time period required herein is not agreed to by the parties, the issue may be presented by either party to the Missouri Public Service Commission for determination.

- D. SWBT will provide reduced intervals for collocators with existing physical collocation space that request the following interconnection augments. The collocator must submit to SWBT's Interexchange Carrier Service Center (ICSC) a completed application for a Subsequent Job. For the reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Application Fee from Section 21.1 of this appendix and 50% of all applicable nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: 15 calendar days.

- 28 DS1s (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3s (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Additional overhead lighting and/or
- Cage-to-cage interconnection conduit within the same collocation area

- Cable pull within same collocation area
- DC power requirements where only a fuse change is required

The above fifteen (15) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, DC power arrangements (racks are existing): 30 calendar days.

- 84 DS1s (one interconnect panel) and/or
- 48 DS3s (interconnect panel) and/or
- 200 copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement
- Arrange/install fiber cable through innerduct up to 400 feet
- Arrange/install timing leads up to 400 feet
- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet

The above thirty (30) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage/area and consisting only of ground cable changes, timing changes, cable pulls through innerduct or Copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing): 60 calendar days.

- 168 DS1s (one interconnect panel) and/or
- 48 DS3s (interconnection panel) and/or
- 400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Power cables added to accommodate greater DC amperage requests within existing power panels.
- SWBT will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work
- Arrange/install bay lighting front and back up to three (3) bays
- Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet

The above sixty (60) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SWBT bays, SWBT cable racks and/or cage expansions within Active Central Office space different than described above will require the collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not

exceed 90 days. SWBT will work cooperatively with collocators to negotiate mutually agreeable construction intervals for other augments not specifically provided for above.

The parties may negotiate intervals for additional standard augments that, after appropriate notice and comment, will be incorporated into the agreement. In the event the parties are unable to agree on a standard interval, after appropriate notice and comment, the Commission decision on the interval shall be incorporated into the agreement.

- E. Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space:

<u>Number of Applications by One Collocator</u>	<u>Quotation Interval</u>
1 – 5	10 Business Days
6 – 20	25 Business Days

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

A collocator may obtain a shorter interval for the return of price quotes than that set forth above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications.

A collocator may obtain a shorter interval for the return of price quotes for cageless collocation arrangements when submitting 6 or more applications if the collocator files complete applications, including identification of specific rate elements and the applicable rates contained in the appendix, the exact quantity of the rate elements, and an up-front payment of the nonrecurring application fee from Section 21 of this Appendix and schedules a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocation applications. In addition, the applications must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. The shortened intervals are:

<u>Number of Applications by One Collocator</u>	<u>Quotation Interval</u>
6-20	20 Business Days

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

6.1.4 Revisions

All revisions to an initial request for a physical collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed two months, if the revision is major. A major revision will include: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and engineering requirements above those which SWBT normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems); and accelerating the project schedule. However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. The Collocator will be required to pay any applicable application fees as found in Paragraph 21.1, if the revision is major. No additional application fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

6.2 Space Availability Determination and Resolution

- 6.2.1 There shall be a rebuttable presumption that space is available for physical collocation in an Eligible Structure.

SWBT shall notify the Collocator in writing as to whether its request for collocation space has been granted or denied due to lack of space within 10 days of submission of the completed application. The notification will also include a possible future space relief date, if applicable. At that time, any charges collected with the application will be returned to the Collocation Applicant.

SWBT will, at the same time, file a copy of the letter at the Central Records of the Missouri Public Service Commission. In the event of a denial of a Collocator request for collocating, SWBT shall also concurrently submit the following information both to the Collocator and to the Commission in support of its denial provided under seal and subject to proprietary protections:

1. Central Office Common Language Identifier, where applicable;
2. The identity of the requesting Collocator, including amount of space sought by the Collocator;
3. Total amount of space at the premises;
4. Detailed Floor plans, accompanied with proper legend and scale to assist in the interpretation of the floor plan and sufficient measurements to interpret size and spacing, including measurements of SWBT's premises, showing:
 - a. Space housing SWBT network equipment, non-regulated services space and administrative offices;

- b. Space housing obsolete unused equipment;
 - c. Space occupied by SWBT affiliates;
 - d. Space which does not currently house SWBT equipment or administrative offices but is reserved by SWBT for future use by SWBT or its affiliates;
 - e. Space occupied by and/or reserved for Collocators for the purpose of network interconnection or access to unbundled network elements (including identification of each Collocator);
 - f. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
 - g. Identification of turnaround space for switch or other equipment; removal plans and timelines, if any;
 - h. Planned Central Office rearrangement/expansion plans, if any; and
 - i. Remaining space, if any, and
5. Description of other plans, if any, that may relieve space exhaustion including plans showing any adjacent space not technically considered as part of Eligible Structure. Other relevant information requested by the Third Party Reviewer.

6.2.1.1 In the event that SWBT denies a collocation request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or lack thereof. The request shall be submitted to SWBT's designated representative in writing. The inspection tour shall be scheduled within 5 business days of receipt of the request for a tour.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-disclosure Agreement" shall be signed by the designated SWBT representative and the designated agent for the Collocator who will participate in the tour.

SWBT will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements subject to executing a nondisclosure agreement. A SWBT representative will accompany and supervise the Collocator agent on the inspection tour. The inspection tour shall be conducted no later than 10 days following the filing of the request for the tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the denial of collocation space is unsupportable, the Collocator agent shall promptly so advise SWBT. The Collocator and SWBT shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and SWBT reports shall be concurrently served on each other and submitted to the Commission Central Records and to a Third Party Engineer.

The burden of proof shall be on SWBT to justify the basis for any denial of collocation requests. A Collocator that contests SWBT's position concerning the denial of a collocation request shall pay 50% of the fee associated with the Third Party Engineer review and SWBT shall pay the remaining 50%. A Third Party Engineer shall be assigned on a rotating basis from a list maintained by a neutral third party. The neutral third party shall be selected and the process for Third Party Engineer selection shall be designed by the Commission with input from SWBT and CLECs. However, until the neutral third party process is in place, the list shall be maintained and the Third Party Engineer shall be assigned by the Commission. The Collocator does not have to obtain

agreement from SWBT on the selection of the Third Party Engineer from the list maintained by a neutral third party or the Commission. The Third Party Engineer shall review not only the reports by SWBT and the Collocator, but shall also undertake an independent evaluation to determine whether collocation space is available in the Eligible Structure. The scoped work will request that the Third Party Engineer provide an independent evaluation of the use and reservation of Collocator space as well as SWBT space. The Third Party Engineer shall examine the factors listed in Section 6.2.1 above, as well as any other factors that are specified elsewhere in this Appendix (e.g., Section 2 definition of ("Legitimately Exhausted")) and any other information the Third Party Engineer deems to be relevant to his determination. The Third Party Engineer shall also conduct its review under the presumption that the burden of proof shall be on SWBT to justify the basis for any denial of collocation requests. After determination by the Third Party Engineer and, if appealed, determination by the Commission, the losing party shall reimburse all costs associated with the Third Party Engineer process.

In the event a third party engineer or the Missouri Public Service Commission determines that space is not available, SWBT will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

- 6.2.2 At SWBT's option in central offices and at SWBT's option in other Eligible Structures where physical (including cageless) collocation space is available or at the collocator's option in CEVs, huts and cabinets where physical collocation space is not available, SWBT will provide one or more of the alternate types of virtual collocation consistent with the terms of SWBT's virtual collocation appendix for interconnection to SWBT under 47 U.S.C. 251 (c) (2) or access to SWBT's unbundled network elements under 47 U.S.C. 251 (c) (3) of the FTA 96.
- 6.2.3 SWBT will make every attempt to provide the Collocator with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 6.2.4 SWBT will submit to a requesting carrier a report indicating SWBT's available collocation space in a particular SWBT Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that SWBT is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests <u>By One Collocator</u>	Report Delivery <u>Interval</u>
1 - 5	10 Business Days
6 - 20	25 Business Days

Should the collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

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SWBT will maintain a publicly available document, posted for viewing on its website indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space. In addition, for central offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to SWBT, such information will be placed on the website. SWBT will update the public document on the first day of each month to include all newly available information. To the extent SWBT has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that SWBT is taking to make additional space available for collocation.

- 6.2.5 SWBT will apply the same space reservation policies to Collocators as it applies to itself. In order to increase the amount of space available for collocation, SWBT will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon Order of the Commission. In those offices where SWBT does not have adequate space to meet forecasted collocation demand, SWBT agrees to remove obsolete unused equipment located in that office necessary to meet forecasted demand in advance of a reasonable request from a CLEC or Order from the Commission. SWBT shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2.0 under the definition of the term "Legitimately Exhausted Space".

6.3 Relocation

When SWBT determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the dedicated space to be moved within an eligible structure to another eligible structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the collocator is required to move its dedicated space or adjacent space collocation structure. SWBT will notify the resident collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SWBT will provide the resident collocator(s) with at least 180 days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with arranging for new space. The Collocator shall be responsible for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of SWBT, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in SWBT's reasonable discretion. In addition, a collocator's presence in SWBT central offices or adjacent space collocation structures should not prevent SWBT from making a reasonable business decision regarding building expansions or additions the number of central offices required to conduct its business or their locations. If SWBT determines that a collocator must relocate due to any of the above reasons, SWBT will make all reasonable efforts to minimize disruption of the

collocator's services. In addition, the costs of the move will be shared equally by SWBT and the collocator, unless the parties agree to a different financial arrangement.

If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, SWBT shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Telecommunications Equipment Space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

6.4 Occupancy

Unless there are unusual circumstances, SWBT will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SWBT completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SWBT's network or obtain access to SWBT unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that SWBT has refused to interconnect with the Collocator, the 180 day deadline shall be extended until SWBT allows the Collocator to interconnect. SWBT, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline. If the Collocator fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after SWBT provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with SWBT or obtain access to SWBT unbundled network elements by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

For purposes of this Paragraph, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either SWBT's network or interconnected to another collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with SWBT's network or obtain access to SWBT's unbundled network elements, for the purpose of providing this service.

If the Collocator causes SWBT to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay SWBT the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.5 Cancellation Prior to Due Date

In the event that the Collocator cancels its order after SWBT has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before SWBT has been paid the entire amounts due under this appendix, then in addition to other remedies that SWBT might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. SWBT shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 Billing

Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) day's notice to the Collocator.

6.6.1 Billing Dispute Resolution

In the event of a bona fide dispute between a Collocator and SWBT regarding any bill for anything ordered from this appendix, Collocator shall, prior to the Bill Due Date, give written notice to SWBT of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.1, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.2 of this appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.1 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

6.6.2 Collocator shall pay all undisputed amounts to SWBT when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

- a. The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- b. The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and

- c. The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
 - d. In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:
 - i. The escrow account is an interest bearing account;
 - ii. All charges associated with opening and maintaining the escrow account will be borne by the Collocator;
 - iii. That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;
 - iv. All interest earned on deposits to the escrow account shall be disbursed to Collocator and SWBT in the same proportion as the principal; and
 - v. Disbursements from the escrow account shall be limited to those: authorized in writing by **both Collocator and SWBT** (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.7 of this appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this appendix.
- 6.6.3 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this appendix.
- 6.6.4 Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this appendix, SWBT shall make an investigation as shall be required by the particular case, and report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.1 on or before the Bill Due Date, SWBT will report the results of its investigation within 60 calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.4, the Collocator must notify SWBT in writing within thirty days following receipt of the results of SWBT's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.5 of this appendix.
- 6.6.5 Informal Resolution of Billing Disputes

Upon receipt by SWBT of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this appendix, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the

correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

6.6.6 Formal Resolution of Billing Disputes

If the parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.5, then either party may invoke the formal dispute resolution procedures described in this Section 6.6.6. Unless agreed by both parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this appendix.

Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this agreement during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this appendix will be subject to mandatory arbitration in accordance with Section 6.6.7, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this appendix, the parties will annualize the actual number of months billed.

Billing Disputes Subject to Elective Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this appendix will be subject to elective arbitration pursuant to Section 6.6.7 if, and only if, both parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this appendix, the parties will annualize the actual number of months billed. If both parties do not agree to arbitration, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

6.6.7 Arbitration

Disputes subject to mandatory or elective arbitration under the provisions of this appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Jefferson City, Missouri unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The parties may submit written briefs

upon a schedule determined by the arbitrator. The parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this agreement. The times specified in this Section 6.6.7 may be extended or shortened upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Each party will bear its own costs of these procedures, including attorneys' fees. The parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 6.6.8 Immediately upon resolution of any billing dispute, SWBT and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:
- a. SWBT shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute;
 - b. within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon;
 - c. within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SWBT shall be disbursed to SWBT by the Third Party escrow agent, together with any interest accrued thereon; and
 - d. no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SWBT any difference between the amount of accrued interest SWBT received from the escrow disbursement and the amount of Late Payment Charges SWBT billed and is entitled to receive pursuant to Section 6.7 of this appendix.
- 6.6.9 Failure by the Collocator to pay any charges determined to be owed to SWBT within the time specified in Section 6.6.7 shall be grounds for immediate re-entry and termination of services provided under this appendix.
- 6.6.10 Billing for Caged Shared and Caged Common Collocation Arrangements

Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, SWBT shall bill the original collocator for space. However, SWBT shall bill the other Collocators in the shared cage for use of network elements and interconnection separately as required. Collocators located in a

Caged Common Collocation area shall have direct billing arrangements with SWBT for floor space and all other applicable interconnection arrangements.

6.7 Late Payment Charge

If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SWBT as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (a) the rate used to compute the Late Payment Charge in SWBT's Missouri intrastate access services tariff and (b) the highest rate of interest that may be charged under Missouri law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

6.8 Allowances for Interruptions

An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to SWBT's designated contact point and ends when the physical collocation arrangement is operative and reported to the collocator's designated contact. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the collocator where the interruption is due to the actions or negligence of SWBT.

When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

When a third party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

7.0 USE BY OTHER LOCAL SERVICE PROVIDERS

7.1 SWBT will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more Collocators pursuant to the terms and conditions agreed to and between the Collocators. In making shared cage arrangements available, SWBT may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where SWBT receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SWBT will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate

that charge to each collocator based upon the percentage of total space utilized by each Collocator.

7.1.1 SWBT will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more Collocators have provided SWBT with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SWBT will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SWBT will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor as approved by the Commission. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.10.

7.2 SWBT will not place unreasonable restrictions on a collocator's use of a cage, and as such will allow a collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-locator no more than the prorated share (based upon square footage used exclusively or in common) of SWBT's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SWBT utilize a shared collocation cage, SWBT will permit each collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

All collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this agreement. The terms contained in Paragraph 6.4, Occupancy, preceding shall continue to apply.

7.3 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SWBT, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SWBT.

8.0 FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

8.1.1 The collocator shall use a dielectric fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an ICB.

SWBT will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SWBT that use of such cable will not impair SWBT's ability to service its own customers or subsequent collocators.

8.1.2 SWBT shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SWBT cable. SWBT will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SWBT also has access to more than two such entry points. Where such dual points of entry are not immediately available, SWBT shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where SWBT performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and SWBT shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both SWBT and the Collocator(s) in the first twelve (12) months.

8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by SWBT, and leaving sufficient length in the cable in order for SWBT to fully extend the collocator-provided facilities through the cable vault to the Dedicated Space.

8.2 Demarcation Point

A Point of Termination (POT) Frame is not required as the demarcation point. However, the collocator may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in the SWBT-designated area within the Eligible Structure. If the collocator elects not to provide a POT frame, SWBT will hand off the Interconnection Arrangement(s) cables to the collocator at their equipment.

9.0 USE OF DEDICATED SPACE

9.1 Nature of Use

The Collocator may locate all equipment used and useful for interconnection to SWBT under 47.U.S.C. 251 (C) (2) and accessing SWBT's unbundled network elements under 47.U.S.C. 251 (C) (3) of the FTA 96, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. SWBT will permit the collocation of equipment such as DSLAMs, routers, ATM multiplexers, and remote switching modules in SWBT Eligible Structures. SWBT may not place any limitations on the ability of collocators to use all the features, functions, and capabilities of collocated equipment, including but not limited to, switching and routing features and functions. The collocator will certify in writing to SWBT that the equipment is used and useful for interconnection or access to unbundled network elements. In the event that SWBT believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements, SWBT shall notify the Collocator and provide Collocator with ten (10) days to respond. In the event that the parties do not resolve the dispute, SWBT may file a complaint at the Commission seeking a formal determination that

the equipment cannot be collocated in a SWBT Eligible Structure. While the dispute is pending, SWBT will not prevent or otherwise delay installation of the disputed equipment in the Collocation space.

When the collocator's physical collocation arrangement is within the Eligible Structure, the collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SWBT will provide the necessary backup power to ensure against power outages.

Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on the SWBT grounds surrounding the Eligible Structure in which the Dedicated Space is located. The collocator may place signage and markings on the inside of its dedicated space.

9.2 Equipment List

A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Paragraph 10.1 Minimum Standards, following. The Collocator warrants and represents that the List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this agreement. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the List without the express written consent of SWBT, which consent shall not be unreasonably withheld.

9.2.1 Subsequent Requests to Place Equipment

The Collocator shall furnish SWBT a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

9.2.2 Limitations

SWBT's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities by a Collocator, is limited only to the extent that SWBT would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. SWBT will ensure that the Collocator is provided collocation space at least equal in quality to that provided to SWBT, its affiliates or other parties to which it provides interconnection.

9.3 Dedicated Space Use and Access

- 9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities used or useful for interconnection to SWBT or for accessing SWBT's unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to their collocated equipment 7 days a week, 24 hours a day without a security escort. Collocators shall provide SWBT with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SWBT will provide Collocators with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SWBT's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 B. of this Appendix).
- 9.3.2 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SWBT, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.
- 9.3.3 SWBT will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SWBT and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SWBT's personnel.

9.4 Threat to Personnel, Network or Facilities

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SWBT's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

9.5 Interference or Impairment

Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this agreement.

9.6 Interconnection to Others

Within a contiguous area within the eligible structure, SWBT will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or

optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. SWBT shall not require physical-to-physical collocators to purchase any equipment or cross-connect capabilities solely from SWBT itself at agreement rates. If requested by the collocator, SWBT will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (i.e., located on different floors), SWBT will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. SWBT (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

9.6.1 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then SWBT will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At SWBT's option, the connection may be made either by SWBT or by the Collocators' installers, who shall be on SWBT's list of approved installation vendors.

9.7 Personal Property and Its Removal

In accordance with and subject to the conditions of this agreement, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SWBT standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Paragraph 9.8 following.

9.8 Alterations

In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SWBT has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SWBT provided construction shall be paid by the Collocator in accordance with SWBT's custom work order process.

10.0 STANDARDS

10.1 Minimum Standards

SWBT requires that all equipment to be collocated in SWBT's Eligible Structures meet Level 1 safety requirements as set forth in Bellcore Network Equipment and Building Specifications (NEBS) but SWBT may not impose safety requirements on the Collocators that are more stringent than the safety requirements it imposes on its own equipment. SWBT may not deny collocation of Collocator's equipment because the equipment fails to meet NEBS reliability standards. SWBT will publish, at least quarterly, a list of all network equipment installed within the network areas of its facilities with the previous twelve (12) months that fails to meet the Level 1 safety requirements of Bellcore NEBS and update the list as needed to keep it current. In the event that SWBT believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements or determines that the Collocator's equipment does not meet NEBS Level 1 safety requirements, the Collocator will be given ten (10) business days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, SWBT or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

10.2 Revisions

Within 45 days of approval of this agreement by the Missouri Public Service Commission, SWBT shall revise its Interconnector's Collocation Services Handbook for Physical Collocation in Missouri and its Technical Publication(s) for Physical Collocation. Any revision to SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Missouri or its Technical Publication(s) for Physical Collocation shall become effective and thereafter applicable under this appendix. The Handbook and Technical Publication(s) may then subsequently be revised from time to time by joint agreement of SWBT and all affected Collocators. Where agreement cannot be obtained, SWBT and the Collocator(s) shall attempt to negotiate a resolution to any disagreements. In the event that SWBT and the Collocator(s) cannot negotiate a resolution, a change must be approved by the Commission. Such publications will be shared with Collocators.

10.2.1 Dispute Resolution Process for Revisions or Implementation of Technical Publications

Disputes that cannot be resolved by the parties regarding revisions to or implementation of SWBT technical publications that apply to physical collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

10.3 Compliance Certification

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Paragraph 9.2 Equipment List; Paragraph 9.2.1 Subsequent Requests to Place Equipment; or otherwise, shall be compliant with Bellcore NEBS Level 1 safety requirements, except to the extent that SWBT has deployed the same

noncompliant network equipment in the network area(s) of its central offices. The collocator may place Digital Loop Carrier Equipment, and/or, Digital Subscriber Line Carrier Equipment of its choosing in its space.

11.0 RE-ENTRY

If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this appendix will be terminated without prejudice to any other remedies SWBT might have.

SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding paragraph.

In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described in their respective interconnection agreement, where applicable.

12.0 INDEMNIFICATION OF SWBT

Except as otherwise provided and to the extent not contradicted herein, the indemnity provisions of the Interconnection Agreement between SWBT and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supersede or override the indemnification provisions contained in the interconnection agreement between SWBT and Collocator.

Collocators shall indemnify and hold harmless SWBT the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against SWBT where such liabilities arise in

connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SWBT or its employees. The provisions in this section are reciprocal and applicable also to SWBT.

SWBT shall, make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnatee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnatee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SWBT and any other Indemnatee subject to any such claim fully informed as to the progress of such defense, and (b) afford SWBT and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

13.0 SERVICES AND MAINTENANCE

13.1 Operating Services

SWBT shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, 24 hours a day, 7 days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable SWBT tariffs.

13.2 Maintenance

SWBT shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

13.3 Equipment Staging and Storage

No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e. filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g. cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation for further details.

13.4 Legal Requirements

Except for paragraph 15.3, SWBT agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

14.0 SWBT's RIGHT OF ACCESS

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter collocated space at any reasonable time on three days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the collocated space for purpose of averting any threat of harm imposed by the collocator or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the collocated space; in such case, SWBT will notify the collocator by telephone of that entry and will leave written notice of entry in the collocated space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

15.0 GENERAL

- 15.1 The rates and charges in this appendix are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 1, Paragraph 2 of this appendix. SWBT allocates the charges for space preparation and security charges on a prorated basis so the first collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the eligible structure. SWBT will rent parking spaces to Collocators on a first-come, first-served basis if such space is available. Collocators may not park in spaces that are reserved for SWBT vehicles and which are designated as reserved. SWBT shall not unreasonably reserve for its own use all parking at the Eligible Structure. Collocators shall be allowed to have reasonable use of and access to loading docks. Collocators and SWBT are required to follow all posted traffic and SWBT signs and follow all applicable parking and traffic laws and ordinances.
- 15.3 The rates and charges in this appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.
 - 15.3.1 If SWBT is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, SWBT will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Structure, based on the total space utilized by each Collocator.
 - 15.3.2 Should SWBT benefit in any way whatsoever from the ADA upgrades, it shall absorb half of the cost when there is one benefiting collocator, one-third when there are two, and so on.

- 15.3.3 Should SWBT be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a collocator was collocated in the CO), SWBT shall absorb all of the costs related to such an upgrade.
- 15.4 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in a negotiated interconnection agreement and any applicable SWBT tariffs.
- 15.5 The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the collocator chooses a month-to-month term.

16.0 PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this section. These rates and charges are found in Paragraph 21 Rates and Charges, following.
- 16.2 SWBT will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges (as defined in Paragraph 17.2.2 following), using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SWBT will permit Collocators to review the contractor invoices. To insure efficient use of space, SWBT will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SWBT will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SWBT will not require Collocators to use separate rooms or floors which only serves to increase the cost of collocation and decrease the amount of available collocation space. SWBT will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.
- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SWBT, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SWBT, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval set forth in Paragraph 6.1.3 Interval, preceding with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 16.4 The collocator may elect to install its own Point of Termination (POT) Frame, or request that SWBT provide and install a POT Frame, to be placed in the collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, SWBT must still provide and install the required DC power panel as set forth in 20.7, DC Power Panel, following. In this case, the construction interval set forth in Paragraph 6.1.3 Interval, may be exceeded.

17.0 CHARGES

17.1 Monthly Charges

The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or 5 days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that physical collocation is provided. For billing purposes, each month is considered to have 30 days. The applicable recurring charges are set forth in Paragraph 21 Rates and Charges, following, for use of the Dedicated Space.

17.2 Nonrecurring Charges

17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SWBT fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Paragraph 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments, with a "carrying charge" based on the average prime commercial paper rate then in effect and applicable to under/overcharges as set forth in SUBST. R. 23.45(g). In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

17.3 Individual Case Basis (ICB)

SWBT may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Agreement. ICB charges may only be imposed subject to the requirements defined in Section 2 (Definition of Custom Work Charges) and to the process established in Section 20.1 of this Appendix.

17.4 Outstanding Balances

All outstanding balances, including monthly recurring charges and electrical power consumption, will be included in the final bill to the Collocator.

18.0 REGENERATION

- 18.1 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the collocator's POT bay or termination point located in an adjacent structure and SWBT's cross-connect bay exceeds ANSI limitations. Regeneration is not required in any other circumstances except where the collocator specifically requests regeneration. Required regeneration and collocator-requested regeneration will be provided at the collocator's expense.

19.0 RECONCILIATION OF INTERIM COLLOCATION AGREEMENTS

For interim collocation agreements that were entered into between SWBT and the Collocator prior to the approval of this agreement, SWBT and the Collocator shall perform a true-up, without calculation of any interest amounts based upon the charges approved by the Commission. This true-up and any associated payments from either SWBT or the Collocator to the other shall occur within a reasonable amount of time after the charges become effective, and shall not effect the right of either SWBT or the Collocator to appeal any Commission order with respect to such tariff proceeding.

20. RATE ELEMENTS

The interim rate elements listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rate elements in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent rates, terms and conditions for Physical Collocation.

20.1 Determination of Charges Not Established in Agreement (Custom Work Charges)

(A) Rate Elements - In the event that SWBT seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this agreement, SWBT shall be required to provide the quote for the rate element within the same time frames provided for in Section 6.1.3 of this agreement. When SWBT provides the price quote containing rate elements or charges that are not established in this agreement, SWBT shall also provide all cost support for the proposed rate element or charge, and shall rely on the total long-run incremental cost methodology as used by the Commission in setting rates for this agreement.

(B) In the event the Collocator disputes the rate element or charge proposed by SWBT that is not specifically provided for in this agreement, Collocator shall notify SWBT of its dispute with the proposed charge in writing. In the event the dispute is not resolved within fifteen (15) days from the date of Collocator's notification, then Collocator may file a request for dispute resolution with Central Records of the Commission. In its request, Collocator should provide a copy of SWBT's price quote, a detailed explanation of the charges in dispute, and Collocator's proposed charges and requested relief. The Commission shall use its Dispute Resolution Rules to resolve the complaint. Any Commission resolution or agreement reached by Collocator and SWBT after the dispute has been filed with the Commission shall be made public. In the event that the Collocator files a request for dispute resolution with the Commission, the Collocator may seek interim relief pending final resolution of the dispute, subject to true-up of the final rates or charges set by the Commission. The Collocator may use, as a basis for interim relief, any rate approved by another state commission, agreed to by SWBT with another Collocator, or agreed to by any other incumbent LEC for provision of the same arrangement or work.

20. RATE ELEMENTS (Cont'd)

20.2 Application/Project Management Fees

The Application/Project Management Fee, as specified in the SWBT Interconnector's Collocation Services Handbook for Physical Collocation in Missouri, recovers SWBT costs incurred to estimate the quotation of charges for the Collocator's request for the physical collocation arrangements. An initial Application/Project Management Fee will apply to the Collocator's physical collocation request. In addition, a Non-standard Application/Project Management Fee will apply when a request includes DC power requirements other than 20,40,50,100,200 or 400 AMPS or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires SWBT to engineer and purchase additional equipment will result in a Subsequent Application/Project Management Fee. A major revision to the initial request for physical collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution, will be considered a total revision and result in the reapplication of a Initial Application/Project Management Fee. Rates and charges are as found in Paragraph 21.1 following.

20.3 Caged Collocation

The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SWBT will provide Floor Space (portions of which formerly contained in the Standard Charge), floor space conditioning (portions of which formerly contained in the Infrastructure Area Charge and now addressed as the Telecommunications Infrastructure Space Charge), Cage Common Systems Materials (formerly contained in the Standard Charge) and Safety and Security charges in increments of one (1) square foot. For this reason, collocators will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a SWBT premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Paragraph 21.2 following.

When a collocator constructs its own cage and related equipment, the collocator will not be subject to the Cage Common Systems Materials Charge as set forth in Paragraph 21.2 following. The collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Should the collocator request placement of conduit for fiber optic cable from the pullbox to their cage, the optional nonrecurring charge will apply as set forth in Paragraph 21.20 sfollowing. In addition, terms and conditions for contractors performing cage construction activities as set forth in Paragraph 16.3 preceding will apply.

20. RATE ELEMENTS (Cont'd)**20.3 Caged Collocation (Cont'd)**

If the collocator elects to install, or requests that SWBT provide and install, a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Paragraph 21.3 following applies.

(A) Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SWBT within Texas:

- Construction costs
- Operating costs

(B) Telecommunications Infrastructure Space Charge

Consists of the following and represents costs necessary to condition basic floorspace to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

(C) Cage Common Systems Materials Charge

Consists of the following elements and represents charges unique to the collocator making the request:

- Grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

20. RATE ELEMENTS (Cont'd)**20.3 Caged Collocation (Cont'd)****(D) Safety and Security**

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective method of security systems, which may consist of a sub set of the following:

- Interior Security Partition separating SWBT equipment .
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLECs equipment that is collocated under the cageless option.

(E) RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the cage area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20.3.1 Caged Common Collocation

The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

20. RATE ELEMENTS (Cont'd)

20.3.1 Caged Common Collocation (Cont'd)

Caged Common Collocation space will be provided where space permits when five (5), or more Collocators have provided SWBT with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SWBT will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SWBT will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

SWBT shall provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Should the Collocator request placement of conduit for fiber optic cable from the pullbox to their cage, the optional nonrecurring charge will apply as set forth in Section 21.20. Terms and conditions for contractors performing cage construction activities are set forth in Section 16.3.

SWBT will provide Floor Space, floor space conditioning (portions of which formerly contained in the Infrastructure Area Charge and now addressed as the Telecommunications Equipment Space Charge), Caged Common Systems Materials (formerly contained in the Standard Charge) and Safety and Security charges in increments of one linear rack foot. The first collocator in SWBT premises will be responsible only for its pro rata share of the cost of site preparation and security. Charges to each collocator will be based upon the linear foot of rack space used by each collocator. Rates and charges are contained in Section 21.4.

Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

(A) Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SWBT within Texas:

- Construction costs
- Operating costs

20. RATE ELEMENTS (Cont'd)

20.3.1 Caged Common Collocation (Cont'd)

(B) Telecommunications Infrastructure Space Charge

Consists of the following and represents costs necessary to condition basic floorspace to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

(C) Caged Common Collocation Systems Materials Charge

Consists of the following elements and represents charges unique to the collocater making the request:

- Grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

20. RATE ELEMENTS (Cont'd)**20.3.1 Caged Common Collocation (Cont'd)****(D) Safety and Security**

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within the Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SWBT equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLECs equipment that is collocated under cageless option.

(E) RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20. RATE ELEMENTS (Cont'd)**20.4 Cageless Collocation**

The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by SWBT within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SWBT will provide Floor Space (portions of which formerly contained in the Standard Charge), floor space conditioning (portions of which formerly contained in the Infrastructure Area Charge and now addressed as the Telecommunications Infrastructure Space Charge), safety and security, and building and common systems materials (now addressed as the Cageless Common Systems Materials Charge). charges in increments of one (1) square foot. Collocators shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first collocator in SWBT premises will be responsible only for its prorata share of the cost of site preparation and security charges. Charges to each collocator will be based upon the square footage of space used by each collocator. Should the collocator request placement of conduit for fiber optic cable from the pullbox to their cage, the optional nonrecurring charge set forth in Section 21.20 shall apply. Rates and charges are found in Section 21.3.

(A) Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SWBT within Texas:

- Construction costs
- Operating costs

20. RATE ELEMENTS (Cont'd)**20.4 Cageless Collocation (Cont'd)****(B) Telecommunications Infrastructure Space Charge**

Consists of the following and represents costs necessary to condition basic floorspace to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

(C) Cageless Common Systems Materials Charge

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

20. RATE ELEMENTS (Cont'd)**20.4 Cageless Collocation (Cont'd)****(D) Safety and Security**

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SWBT equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLECs equipment that is collocated under cageless option.

(E) RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20.5 DC Power

The DC Power charge consists of use of the DC power system, with AC input and AC backup for 20,40,50,100, 200 or 400 AMPS (redundant) feeder increments. Rates and charges are as found in Section 21.5.

20. RATE ELEMENTS (Cont'd)

20.6 DC Power Panel (Maximum 50 AMP)

At least one (1) DC Power Panel is required with each application requiring DC Power. The DC Power Panel is designed to provide either 20, 40 or 50 (maximum) AMPS (redundant) of DC voltage. This rate element will always be provided by SWBT, but is not required for a RSM power arrangement. Rates and charges are as found in Paragraph 21.6 following.

20.7 DC Power Panel (100 or 200 AMP)

At least one (1) DC Power Panel is required with each application requiring DC Power. A DC Power Panel is designed to provide either 100 or 200 AMPS (redundant) of DC voltage. This rate element will always be provided by SWBT but is not required for a RSM power arrangement. Rates and charges are as found in Paragraph 21.7 following.

20.8 DC Transmission Energy Charge

The DC Transmission Energy charge consists of the AC energy to provide redundant DC power. The CEV, HUT, Cabinet arrangement is provided per 2" mounting space required as described in 20.23 below. In the RSM CO arrangement, energy is provided on a per AMP basis with a maximum load of 500 AMPS. Rates and charges are as found in Paragraph 21.8 following.

20.9 Eligible Structure Ground Cable Arrangement, Each

The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated space. Adjacent structure ground cable arrangement is found in 20.26. Rates and charges are as found in Paragraph 21.9 following.

20.10 Security Cards

The Security Cards charge consists of a charge per new card or replacement card, for access cards, and ID cards. Rates and charges are as found in Paragraph 21.10 following.

20.11 Timing Source Arrangement

A single signal from the SWBT timing source to provide synchronization between a Collocator's single network element and SWBT's equipment. Rates and charges are as found in Paragraph 21.11.

20. RATE ELEMENTS (Cont'd)

20.12 Optional Standard Bay or Cabinet, Each

The collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by SWBT or may request that SWBT provide and install the bay or cabinet in the cageless space, only. If the collocator elects for SWBT to provide a bay or cabinet, the rates and charges are as found in Paragraph 21.12. When, at the collocator's option, a bay or cabinet is placed in space designated by SWBT, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and SWBT facilities, previously referred to as "Point of Termination (POT) bay."

20.13 Interconnection Arrangement Options

Collocators will select one or more of the interconnection arrangements listed below.

20.13.1 DS1 Interconnection Arrangement (DSX or DCS), Each

A SWBT-provided arrangement of twenty eight (28) DS1 connections per arrangement between the collocator's optional POT Frame or equipment bay and the SWBT network. This rate element may not be provided by the collocator. Cable and rack arrangements between the optional POT Frame and the collocator's cage space may be provided by the collocator. The collocator will not be permitted access to the SWBT Main Distribution Frame. If regeneration is required because the cabling distance between the collocator's POT bay or termination point located in an Adjacent Structure and SWBT's cross connect bay exceeds ANSI limitations or where the collocator specifically requests regeneration, it will be at the collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in Paragraph 21.13 following.

20.13.2 DS3 Interconnection Arrangement (DSX or DCS), Each

A SWBT-provided arrangement for one (1) DS3 connection per arrangement between the collocator's optional POT Frame or equipment bay and the SWBT network. This rate element may not be provided by the collocator. Cable and rack arrangements between the option POT Frame and the collocator's cage space may be provided by the collocator. The collocator will not be permitted access to the SWBT Main Distribution Frame. If regeneration is required because the cabling distance between the collocator's POT bay or termination point located in an Adjacent Structure and SWBT's cross connect bay exceeds ANSI limitations or where the collocator specifically requests regeneration, it will be at the collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in Paragraph 21.13 following.

20. RATE ELEMENTS (Cont'd)**20.13.3 Copper Cable Interconnection Arrangement, Each**

A SWBT-provided arrangement that provides one hundred (100) copper (non shielded) connections between the collocator's optional POT Frame or equipment bay and the SWBT network. This rate element may not be provided by the collocator. Cable and rack arrangements between the optional POT Frame and the collocator's cage space may be provided by the collocator. The collocator will not be permitted access to the SWBT Main Distribution Frame. Rates and charges are as found in Paragraph 21.13 following.

20.13.4 Shielded Cable Arrangement, Each

A SWBT-provided arrangement that provides one hundred (100) (shielded) connections between the collocator's optional POT Frame or equipment bay and the SWBT network. This rate element may not be provided by the collocator. Cable and rack arrangements between the optional POT Frame and the collocator's cage space may be provided by the collocator. The collocator will not be permitted access to the SWBT Main Distribution Frame. Rates and charges are as found in Paragraph 21.13 following.

20.14 Optical Circuit Arrangement

This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to the SWBT network. This rate element may not be provided by the collocator. The collocator will not be permitted access to the SWBT Main Distribution Frame. Rates and charges are as found in Paragraph 21.14 following.

20.15 Timing Interconnection Arrangement (Optional)

Optional timing terminal blocks within the collocator designated bay or rack accommodating one hundred (100) Timing Source interconnections. Rates and charges are as found in Paragraph 21.15 following.

20.16 Copper Cable Termination Arrangement, Each (Optional)

Terminal blocks installed within the optional POT frame accommodating 100 copper cable pair Terminations. Rates and charges are as found in Paragraph 21.16 following.

20.17 Power Arrangement

The Power Arrangement is the cable and the cable rack including support and fabrication material. Separate Arrangements are required for Power and Transmission Distribution. Rates and charges are as found in Paragraph 21.17 following.

20. RATE ELEMENTS (Cont'd)**20.18 Conduit Space, Per Foot**

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between the SWBT designated manhole and the cable vault of the eligible structure. Rates and charges are as found in Paragraph 21.18 following.

20.19 Entrance Fiber Charge, Per Cable Sheath

The Entrance Fiber charge reflects the time interval spent by SWBT in pulling the Collocator's cable facilities from the SWBT-designated manhole, through the SWBT cable vault and through the SWBT cable support structure to the collocator's equipment. Rates and charges are as found in Paragraph 21.19 following.

20.20 Conduit for Fiber Optic Cable

The additional 4 inch conduit from the cable vault to the collocation dedicated space. This element applies to requests for diverse routing and where capacity of the initial conduit in the Telecommunications Infrastructure Space Charge is exhausted. Rates and charges are as found in Paragraph 21.20 following.

20.21 Innerduct

The innerduct is the tubing that resides inside the four inch (4") conduit as described in 20.19 preceding and through which a fiber cable is pulled. Rates and charges are as found in Paragraph 21.21 following.

20.22 Miscellaneous Charges

Consists of one-time charges for miscellaneous construction-related activities associated with additions or removal of components used in caged collocation arrangements. The Cage Wire Partition Removal Charge is applied to collocators who choose to combine floor space in caged collocation arrangements by requesting that a common cage wire partition be removed between their adjacent cages. The Cage-to-Cage Conduit Placement Charge is applied to collocators who request placement of conduit between cages. Rates and charges per lineal foot are as found in Paragraph 21.22 following.

20. RATE ELEMENTS (Cont'd)

20.23 Two Inch Vertical Mounting Space in CEVs, Huts, and Cabinets

A two inch vertical mounting space in a standard equipment mounting rack in a CEV, Hut or Cabinet for the placement of equipment. The number of two inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed and adjacent equipment. Rates and charges are as found in Paragraph 21.23.

20.24 Pre-visits

General Applications

Prior to submitting an application, the prospective collocator may elect to arrange with SWBT to visit an Eligible Structure for the purpose of permitting the collocator to determine if the structure meets the potential collocator's business needs and if space is available in the structure for the potential collocator's physical collocation arrangement. Prospective collocators electing to pre-visit SWBT Eligible Structures must submit their request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. Prospective collocators will not be allowed to take photographs, make copies of SWBT site-specific drawings nor make any notations. For pre-visits, SWBT will limit the number of SWBT employees attending the pre-visit to one SWBT employee, unless a different number of SWBT employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen minute increments. Rates and Charges are as found in Paragraph 21.24.

20.25 Construction Inspections

During the construction of all forms of physical collocation space required under this agreement, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond that contained in this agreement or agreed upon interval, collocators will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen (15) minute increments. Rates and Charges are as found in Paragraph 21.25.

20. RATE ELEMENTS (Cont'd)**20.26 Adjacent On-Site Structure Arrangements**

If a collocator elects to provide an adjacent on-site structure as described in Paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure, SWBT will provide the following sub-elements where space is available and it is technically feasible. Rates and charges for these sub-elements are as found in Paragraph 21.26 following. In addition, should the collocator elect to have SWBT provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required. Rates and charges for the DC Power Panel are found in Paragraphs 21.6 and 21.7 following.

- Planning Charges
- Initial (per request)
- Subsequent, Cabling Only
- Land Rental, per square foot
- Extension of 100 AMP AC service up to 200 cable feet from the Central Office switchboard to the Adjacent On-Site Structure (optional)
- AC usage per KWH

20.26.1 Adjacent Off-Site Arrangement

If the collocator elects to provide an adjacent off-site structure as defined in Section 2 of this agreement and as described in Paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure and Collocator's Adjacent On-Site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, SWBT will provide the following sub-elements to the extent technically feasible. The Adjacent Off-Site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-Site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in Paragraph 21.26.1 following.

- Planning, (per request)

20.27 Collocation Availability Space Report Fee

This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of collocators, any modifications in the use of space since the generation of the last available report, and measures that SWBT is undertaking to make additional space available for collocation. Rates and charges are per report and per Eligible Structure requested and are as found in Paragraph 21.27 following.

20. RATE ELEMENTS (Cont'd)

20.28 Collocation to Collocation Connection

This rate element includes physical-to-physical, cageless-to-cageless, and physical-to-virtual connection options.

(A) Fiber Cable

This rate element provides for direct cabling using fiber cable (12 fibers) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

(B) Copper Cable (28 DS1s)

This rate element provides for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

(C) Coax Cable (1 DS3)

This rate element provides for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 21.28.

(D) Cable Racking and Hole

21. RATES AND CHARGES

The interim rates listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent rates, terms and conditions for Physical Collocation. The interim rates set forth below are subject to true up to the permanent Physical Collocation rates established by the Missouri Public Service Commission in Case No. TT-2001-298 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent Physical Collocation rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Physical Collocation rates, but shall not include any period prior to the effective date of this agreement with CLEC.

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.1 Application/Project Management Fees			
CO Arrangements			
- Initial	NRBCE	None	\$3,605.00
- Subsequent	NRBZD	None	\$3,605.00
- Cable Only	XXXX	None	\$1,150.00
- Non-standard	NRBZE	None	\$1,436.00
CEVs, Huts, Cabinets			
- Standard	NRB1G	None	\$260.00
21.2 Caged Collocation			
- Floor Space Charges, per square foot			
- Up to 100 sq. ft. collocation area		\$4.70	None
- 101-200 sq. ft. collocation area		\$4.27	None
- 201-300 sq. ft. collocation area		\$4.23	None
- 301-400 sq. ft. collocation area		\$4.22	None
- Augment rates are same as above per unit.			

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.2 Caged Collocation (Cont'd)			
Telecommunications Infrastructure			
Space Charge, per square foot			
- Up to 100 sq. ft. collocation area		\$0.64	\$41.66
- 101-200 sq. ft. collocation area		\$0.43	\$28.14
- 201-300 sq. ft. collocation area		\$0.30	\$19.73
- 301-400 sq. ft. collocation area		\$0.24	\$15.50
- Augment rates are same as above per unit			
- Cage Common Systems			
Materials Charge, per square foot			
- Up to 100 sq. ft. collocation area		None	\$23.50
- 101-200 sq. ft. collocation area		None	\$18.50
- 201-300 sq. ft. collocation area		None	\$16.50
- 301-400 sq. ft. collocation area		None	\$15.50
- Safety & Security, per square foot		\$0.00	\$0.00
- RSM Option			
- Additional Dedicated HVAC Charge		None	\$3,100.00
- Dedicated Power Plant Floor Space Charge		\$394.00	None

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.3 Cageless Collocation			
- Planning Charges			
- Initials (per Request)		None	\$4,489.21
- Subsequent, Cabling Only (Per Request)		None	\$1,360.37
- Land and Building Charge (Per Single Rack)		\$30.64	None
- Relay Rack Charge (Optional) (Per Single Rack)		\$10.60	None
- HVAC Charge (Per 10 Amps)		\$4.01	None
- RSM Option			
- Additional Dedicated HVAC Charge		None	\$3,100.00
- Dedicated Power Plant Floor Space Charge		\$394.00	None
- Telecommunications Infrastructure Space Charge, per square foot			
- Up to 100 sq. ft. collocation area		\$0.00	\$0.00
- 101-200 sq. ft. collocation area		\$0.00	\$0.00
- 201-300 sq. ft. collocation area		\$0.00	\$0.00
- 301-400 sq. ft. collocation area		\$0.00	\$0.00
- Cageless Common Systems Materials Charge, per square foot		None	\$0.00
- Safety & Security, per square foot		\$0.00	\$0.00

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21. **RATES AND CHARGES (Cont'd)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.4 Caged Common Collocation			
- Planning Charges			
- Initials (Per Request)		\$0.76 (Per linear foot)	\$2,992.81 (Per Request)
- Subsequent, Cabling Only (Per Request)		None	\$1,360.37
- Land and Building Charge (Per linear foot of rack space)		\$27.19	None
- Cable Racking Charge (Per linear foot of rack space)		\$3.76	None
- HVAC Charge (Per 10 AMPS)		\$4.01	None
- RSM Option Additional Dedicated HVAC Charge		None	\$3,100.00
- Dedicated Power Plant Floor Space Charge		\$394.00	None
- Telecommunications Infrastructure Space Charge, per square foot			
- Up to 100 sq. ft. collocation area		\$0.00	\$0.00
- 101-200 sq. ft. collocation area		\$0.00	\$0.00
- 201-300 sq. ft. collocation area		\$0.00	\$0.00
- 301-400 sq. ft. collocation area		\$0.00	\$0.00

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.4 Caged Common Collocation (Cont'd)			
- Common Systems			
- Cage Preparation Charge (per linear foot of rack space)		\$1.95	\$0.00
- Grounding Charge (per linear foot of rack space)		\$0.18	\$0.00
- Safety & Security, per square foot		\$0.00	\$0.00
21.5 DC Power, Standard Power Arrangement - CO and RSM Arrangements (Caged Collocation)			
- Per 20 AMPS	SP1PT	\$104.96	None
- Per 40 AMPS	SP1QD	\$209.91	None
- Per 50 AMPS	SP1PS	\$262.39	None
- Per 100 AMPS	SP1QE	\$524.78	None
- Per 200 AMPS	SP1QF	\$1,049.57	None
- Per 400 AMPS	XXXXX	\$XX.XX	
Power Consumption Charges Cageless, Caged Common Arrangements			
- DC Plant, Per Amp		\$6.12	None
- AC Usage, Per Amp		\$2.12	None
Adjacent On-site Arrangements			
- DC Plant, Per Amp		\$5.19	None
- AC Usage, Per Amp		\$2.12	None
21.6 DC Power Panel (Maximum 50 AMP) (Optional)			
	SP1QP	\$13.03	\$850.00
21.7 DC Power Panel (100/200 AMP) (Optional)			
		\$8.12	\$1,793.00

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

		<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.8	DC Transmission Energy Charge			
-	Standard CO Arrangement (Caged)			
-	AC per DC Amp	SP1PU	\$2.03	None
-	CEV, HUT and Cabinet Arrangement			
-	Per 2" Mounting Space	SP1QK	\$1.75	None
-	RSM CO Arrangement			
-	AC per DC Amp	SP1QL	\$2.03	None
21.9	Eligible Structure Ground Cable Arrangement			
-	per foot (For Caged)	SP1CR	\$0.02	\$1.00
-	For Caged Common per Linear foot of rack space		\$0.18	\$0.00

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.10 Security Cards			
- Access Cards, per card, new and replacement	NRBZW	None	\$17.31
- ID Cards, per card, new and replacement	NRBZX	None	\$10.00
21.11 Timing Source Arrangement, - per timing circuit	SP1QT	\$4.70	\$215.00
21.12 Optional Standard Frame or Cabinet, each			
- Standard Frame		None	\$2,159.00
- Standard Cabinet		None	\$3,064.00
21.13 Interconnection Arrangement Options			
Caged Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	SP1QM	\$131.47	\$7,692.97
- LSP provides cable racks	SP1S7	\$129.07	\$7,576.42
Cageless, Caged Common Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	xxxxx	\$295.73	\$1,830.99
- LSP provides cable racks	xxxxx	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	xxxxx	\$295.14	\$2,341.45
- LSP provides cable racks	xxxxx	\$0.00	\$0.00
Adjacent Off-site Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	xxxxx	\$295.73	\$1,830.99
- LSP provides cable racks	xxxxx	\$0.00	\$0.00

21. **RATES AND CHARGES (Cont'd)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.13 Interconnection Arrangement Options (Cont'd)			
Caged Collocation			
- DS1 Arrangement(28 DS1s) - DSX			
- SWBT provides cable racks	SP1T3	\$10.79	\$1,834.44
- LSP provides cable racks	SP1T4	\$8.38	\$1,717.88
Cageless, Caged Common Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SWBT provides cable racks	XXXXXX	\$14.51	\$1,830.99
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SWBT provides cable racks	XXXXXX	\$13.91	\$2,341.45
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Adjacent Off-site Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SWBT provides cable racks	XXXXXX	\$14.51	\$1,830.99
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
DS1 Arrangement (28 DS1s) (Adjacent Off-site)			
- Racking		\$0.61	None
DS1 Arrangement (Adjacent Off-site)			
- Connection to MDF (450 DS1s)		\$311.43	\$485.31
Regeneration (applicable to adjacent structures or at collocator request)			
	XXXXXX	\$0.00	\$0.00
Augments			
DS1 Arrangement (1 DS1) - DCS		\$10.33	\$0.00
DS1 Arrangement (1 DS1) - DCS		\$1.73	\$0.00

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.13 Interconnection Arrangement Options (Cont'd)			
Caged Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SWBT provides cable racks	SP1T5	\$36.56	\$2,109.13
- LSP provides cable racks	SP1T6	\$34.16	\$1,992.57
Cageless, Caged Common Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SWBT provides cable racks	XXXXXX	\$74.09	\$467.89
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SWBT provides cable racks	XXXXXX	\$73.49	\$598.33
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Caged Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SWBT provides cable racks	SP1QN	\$10.23	\$830.92
- LSP provides cable racks	SP1S8	\$7.83	\$714.37
Cageless, Caged Common Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SWBT provides cable racks	XXXXXX	\$12.71	\$467.89
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SWBT provides cable racks	XXXXXX	\$12.11	\$598.33
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
- DS3 Arrangement (1 DS3)			
- Racking		\$0.61	\$None
- Regeneration (applicable to adjacent structures or at collocator request)	XXXXXX	\$0.00	\$0.00

21. **RATES AND CHARGES (Cont'd)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.13 Interconnection Arrangement Options (Cont'd)			
Copper Cable Interconnection Arrangement (100 pairs)			
- Caged Collocation			
- SWBT provides cable racks	SP1QQ	\$7.58	\$1,235.67
- LSP provides cable racks	SP1S9	\$5.18	\$1,119.11
- Cageless Collocation			
- SWBT provides cable racks	XXXXXX	\$6.42	\$899.93
- Caged Common Collocation			
- SWBT provides cable racks	XXXXXX	\$6.37	\$1,205.78
- Adjacent On-site Collocation			
- Copper Cable Arrangement (100 pairs)	XXXXXX	\$6.27	\$1,371.93
- Racking per Rack	XXXXXX	\$30.63	\$387.23
- Adjacent Off-site	XXXXXX	\$311.43	\$485.31
- Augments			
- Voice Grade (1 Pair)	XXXXXX	\$0.38	\$0.00
- Shielded Cable Arrangement (Optional)(100 shielded pairs)		\$12.76	\$2,817.00
21.14 Optical Circuit Arrangement (12 fiber pairs)			
- Caged Collocation (per Cable)	SP1QR	\$8.73	\$569.00
- Cageless Collocation (per Cable)	XXXXXX	\$8.23	\$2,933.42
- Caged Common Collocation (per Cable)	XXXXXX	\$8.23	\$3,377.87
- Adjacent On-site (per Cable)	XXXXXX	\$7.49	\$3,751.22
- Adjacent On-site Racking (per Cable)	XXXXXX	\$0.76	None
- Adjacent Off-site Collocation (per Cable)	XXXXXX	\$9.02	\$3,370.20
21.15 Timing Interconnection Arrangement (100 pairs)			
	SP1QS	\$0.85	\$160.00
21.16 Copper Cable Termination Arrangement, per arrangement			
-Copper Cable Arrangement (100 pairs)	SP1CV	\$5.00	None

21. **RATES AND CHARGES (Cont'd)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.17 Power Arrangement			
Caged Collocation			
- Power Dedicated - 20 AMP	SP1QU	\$53.37	\$3,480.00
- Power Dedicated - 40 AMP	SP1QV	\$75.72	\$4,936.00
- Power Dedicated - 50 AMP	SP1QW	\$83.91	\$5,470.00
- Power Dedicated - 100 AMP	SP1QX	\$92.10	\$6,004.00
- Power Dedicated - 200 AMP	SP1QY	\$113.38	\$7,392.00
Cageless Collocation Power Delivery Charge			
- Per Cable Rack	XXXXXX	\$0.10	None
Caged Common Collocation Power Delivery Charge			
- Power Dedicated - 40 AMP	XXXXXX	None	\$219.84
- Power Dedicated - 100 AMP	XXXXXX	None	\$286.75
- Power Dedicated - 200 AMP	XXXXXX	None	\$373.74
Adjacent On-site Collocation Power Delivery Charge			
- Power - 200 AMPs Cables	XXXXXX	\$15.90	\$7,802.44
- Power - 400 AMPs Cables	XXXXXX	\$31.81	\$15,150.85
- Power - 600 AMPs Cables			
- Power - 800 AMPs Cables			
For Augments the Power Delivery Charge.			
- Power Dedicated - Up to 20 Amps		\$53.37	\$3,480.00
- Power Dedicated - 21 - 40 Amps		\$75.72	\$4,936.00
- Power Dedicated - 41 - 50 Amps		\$83.91	\$5,470.00
- Power Dedicated - 51 - 100 Amps		\$92.10	\$6,004.00
- Power Dedicated - 101 - 200 Amps		\$113.38	\$7,392.00
21.18 Conduit Space, per foot	SP1CA	\$0.0156	None

21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.19 Entrance Fiber Charge, per cable sheath			
- Caged Collocation	SP1Q9	None	\$219.00
- Cageless	XXXXXX	\$13.76	\$1,116.22
- Caged Common	XXXXXX	\$2.11	\$1,116.22
- Adjacent On-site			
Per Cable	XXXXXX	\$0.58	\$1,213.28
- Racking Per Rack	XXXXXX	\$22.18	\$270.61
- Cable Entrance per Wall Opening	XXXXXX	None	\$774.88
21.20 Conduit for Fiber Optic Cable, per linear foot (For Caged Only)	SP1Q7	None	\$2.15
21.21 Innerduct, (Caged only) per foot for innerduct	SP1Q8	None	\$2.15
21.22 Miscellaneous Collocation Charges			
Cage wire partition removal, per linear foot		None	\$164.00
Cage-to-cage conduit placement, per linear foot			\$2.15
21.23 Rack Mounting Plate			
Space in cabinets			
- Large cabinet size	SP1QZ	\$7.20	None
- Medium cabinet size	SP1Q1	\$8.15	None
- Small cabinet size	SP1Q2	\$9.70	None
In Huts			
- Maxihut	SP1Q3	\$4.00	None
- Minihuts	SP1Q4	\$3.35	None
In CEVs			
- 24 foot	SP1Q5	\$5.40	None
- 16 foot	SP1Q6	\$7.20	None
21.24 Pre-visits			
- CPAT - 2nd Level per 15 minutes	NRB11	None	\$20.77
- Loop Electronics Coordinator - 1st Level per 15 minutes	NRB12	None	\$15.19
- Floor Space Planner - 1st Level per 15 minutes	NRB13	None	\$15.15
- Craft - Group 1 per 15 minutes	NRB14	None	\$12.45

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21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring</u>
21.25 Construction Inspections			
- Project Manager - 2nd Level per 15 minutes	NRB15	None	\$21.71
- CPAT - 2nd Level per 15 minutes	NRB16	None	\$20.77
21.26 Adjacent On-Site Structure Arrangements			
- Planning Charges			
- Initial (per request)	XXXXXX	None	\$6,125.65
- Subsequent, Cabling Only	XXXXXX	None	\$1,224.33
- Land Rental, per square foot		\$0.10	None
- Extension of 100 AMP AC Service from C.O. Switchboard (optional)		None	\$6,447.00
- AC Usage, per KWH		\$0.05	None
21.26.1 Adjacent Off-site Arrangement			
- Planning, Per request		None	\$1,904.51
21.27 Collocation Space Availability Report Charge			
- Report Fee, per Report and per Eligible Structure Requested		None	\$121.00

21. **RATES AND CHARGES (Cont'd)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.28 Collocation to Collocation Connection			
Physical to Physical			
- Fiber Cable (12 Fibers)			
- SWBT Provides Cable, Engineers and Installs		\$0.60	\$442.00
- Collocator Provides Cable, SWBT Engineers and Installs		None	\$310.00
- Collocator Provides Cable and Installs, SWBT Engineers		None	\$140.00
- Copper Cable (28 DS1s)			
- SWBT Provides Cable, Engineers and Installs		\$1.44	\$626.00
- Collocator Provides Cable, SWBT Engineers and Installs		None	\$310.00
- Collocator Provides Cable and Installs, SWBT Engineers		None	\$140.00
- Coax Cable (1 DS3)			
- SWBT Provides Cable, Engineers and Installs		\$1.14	\$562.00
- Collocator Provides Cable, SWBT Engineers and Installs		None	\$310.00
- Collocator Provides Cable and Installs, SWBT Engineers		None	\$140.00
Cageless to Cageless			
Cable Racking and Hole			
- For Optical, per cable	XXXXXX	\$0.25	None
- DS1 or DS3, per cable	XXXXXX	\$0.20	None
- Connection for DS1 (28 DS1s)	XXXXXX	None	\$721.30
- Connection for DS3 (1 DS3)	XXXXXX	None	\$184.32
- Connection for Optical (per Cable)	XXXXXX	None	\$1,155.59
- Physical to virtual	Same as Cageless to cageless		

APPENDIX II

**SELECTED SERVICE OPTIONS
AND
METHOD OF PROVISION**

The service options and method of provision selected by CLEC under this Attachment are as indicated on page two, attached, of this Appendix II. Numerical references are to service options shown in Appendix I. Also, see attached old Appendix II, page 11.

Attachment Recording Old Appendix II, Page 11

APPENDIX RECORDING

APPENDIX II

SELECTED SERVICE OPTIONS AND METHOD OF PROVISION

EFFECTIVE DATE:

[illegible]

Numerical references are to specific service options listed in Appendix I.

300474

APPENDIX III-A**BASIS OF COMPENSATION**

CLEC will pay SWBT the following amounts for services provided under the Recording, Message Processing and Provision of Message detail Appendix.

The exchange of Access Usage Records (AUR) is reciprocal..

TYPE OF ACTIVITY	RATE
A. Recording Per AUR	\$.000
B. Assembly and Editing Per Message	\$.000
C. Rating Per Message	\$.000
D. Message Processing Per Message	\$.000
E. Provision of Message Detail Per Record	\$.000
F. Source Info Provided per record Furnished – meet point billing applicable	\$.000
G. Source Info Provided per record Furnished – meet point billing not applicable	\$.000

ATTACHMENT 25: xDSL**1.0 Introduction**

- 1.1 SWBT agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.
- 1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

2.0 Definitions

- 9.3 For purposes of this Attachment, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.¹
- 9.4 For purposes of this Attachment, a "subloop" is defined as any portion of the loop from SWBT's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SWBT's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire within.² The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's UNE Remand Order. Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.
- 9.5 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and

¹ See 47 C.F.R. §51.319 (a) (1)

² See 47 C.F.R. §51.319 (a) (2).

RADSL (Rate-Adaptive Digital Subscriber Line). A "DSL-capable loop" is a loop that supports the transmission of DSL technologies.

- 2.4 A "DSL-Capable Loop" is a loop that supports the transmission of DSL technologies.
- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.
- 3.0 **General Terms and Conditions Relating to Unbundled xDSL-Capable Loops**
- 3.1 SWBT is not in any way permitted to limit xDSL capable loops to the provision of ADSL.
- 3.2 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLECs services or technologies to a level at or below those provided by SWBT.
- 3.3 SWBT will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.
- 3.4 SWBT shall not deny a CLEC's request to deploy any loop technology that is presumed acceptable for deployment, or one that is addressed in Section 4.5 of this Attachment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SWBT will provide CLEC with notice prior to seeking relief from the Commission under this Section.
 - 3.4.1 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SWBT and the Commission before or at the time of their request to deploy that technology in Missouri. The documentation should include the date of approval or deployment,

any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below.

- 3.5 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.6 Liability

- 3.6.1 Each Party, whether a CLEC or SWBT, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SWBT facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

- 3.6.2 For any technology, CLEC's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or connecting and concurring carriers involved in SWBT services, cause damage to SWBT's plant, impair the privacy of any communications carried over SWBT's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. SWBT will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If SWBT does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SWBT must be supported with specific and verifiable supporting information.

3.7 Indemnification

- 3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which

Indemnatee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

- 3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnatee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnatee's facilities and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.7.3 Indemnatee agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnatee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnatee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.
- 3.7.4 Indemnatee agrees that Indemnifying Party will have no indemnity obligation, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnatee liability.
- 3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on gross negligence or intentional misconduct.
- 4.0 Unbundled xDSL-Capable Loop Offerings
- 4.1 DSL-Capable Loops

- 4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.
- 4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.³ The rates for the 2-Wire Digital Loop are set forth in Section 11.1 below.
- 4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridge tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.
- 4.1.4 Intentionally Left Blank
- 4.1.5 Sub-Loop: In locations where SWBT has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade plain old telephone service (POTS) circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SWBT will make the following options available to

³ Definition from the M2A appendix UNE, Section 4.2.3.

CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that SWBT make copper facilities available (subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital Subscriber Line Access Multiplexer ("DSLAM") in SWBT's RT at the fiber/copper interface point. When CLEC collocates its DSLAM at SWBT's RT, SWBT will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop. The xDSL subloops (consistent with Section 2.2 above) are defined as outlined in Sections 4.1.1 through 4.1.4 above, but only include the F2/distribution portion of the loop. Where CLEC is unable to install a DSLAM at the RT or obtain spare copper loops necessary to provision an xDSL service, and SWBT has placed a DSLAM in the RT, SWBT must unbundle and provide access to its DSLAM. SWBT is relieved of this requirement to unbundle its DSLAM only if it permits CLEC to collocate its DSLAMs in the RT on the same terms and conditions that apply to its own DSLAM. The unbundling requirement with respect to DSLAMS would attach to such equipment transferred to SWBT's advanced services affiliate. Sub loop pricing may be found in Section 11.1 below.

- 4.2 SWBT shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC.
- 4.3 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLEC's services or technologies to a level at or below those provided by SWBT. CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC should at the time of ordering notify SWBT as to the type of Power Spectral Density (PSD) mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SWBT. Likewise, SWBT should disclose upon request to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SWBT will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SWBT with a technical description of the technology (including power mask) for the inventory purposes. SWBT will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of SWBT's retail operations, to any affiliate(s), or to any other CLEC without

prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 9.1 below.

- 4.4 In the event that SWBT rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SWBT will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SWBT will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.
- 4.5 From the approval of this Agreement by the Missouri PSC until October 13, 2000 ("the Trial Period"), a CLEC may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Missouri on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without significant degradation for 12 months or until national standards have been established, whichever occurs first.
 - 4.5.1 CLEC's deployment of non-standard xDSL technologies during the Trial Period by itself shall not be deemed a successful deployment of the technology under the FCC's Order issued on March 31, 1999 in CC Docket No. 98-147, FCC 99-48.
 - 4.5.2 If a loop technology is deployed without significant degradation for 12 months, or if national standards for the technology are established, whichever occurs first, the parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.
- 4.6 Following expiration of the Trial Period, SWBT will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

- 4.6.1 Upon request by CLEC, SWBT will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
- 4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SWBT will provide a loop to support the new technology for CLEC as follows:
- 4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then SWBT will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed. SWBT's ordering procedures will remain the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.
- 4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Sections 4.5 and 4.6 above for which applicable national standards have not been adopted.
- 4.8 If SWBT or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SWBT or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SWBT or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.
- 4.9 SWBT shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SWBT may make and apply to CLEC, changes to

Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.⁴

- 4.10 SWBT shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL that would adversely affect wholesale xDSL services or xDSL providers.

5 Operational Support Systems: Loop Make-Up Information and Ordering

- 5.1 General: SWBT will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. This includes the manual, computerized, and automated systems, together with associated business processes and the up-to-date data maintained in those systems. CLEC will be given nondiscriminatory access to the same OSS functions that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate. This includes any operations support systems utilized by SWBT's service representatives and/or SWBT's internal engineers and/or by SWBT's advanced services affiliate to provision its own retail xDSL service.
- 5.2 Subject to Sections 5.3 and 5.4 below, SWBT must provide actual, real-time loop makeup information to CLEC rather than a prequalification or loop qualification process.
- 5.3 Loop Pre-Qualification: Until such a real-time system is implemented however, SWBT's pre-qualification system will provide a response to CLEC queries within four hours for those central offices that have been inventoried. If a CLEC chooses to employ SWBT's manual pre-qualification system in a central office that has not been inventoried, the interval for receiving the response should be no longer than 10 business days. Until replaced with actual, real-time loop makeup information as required by the Commission and the UNE Remand Order, SWBT will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based or other advanced services in specific SWBT wire centers in which the CLEC has collocated or has ordered collocation and has advised SWBT of its intent to order xDSL-capable loops. The loop length indicator is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC.
- 5.4 Loop Qualification: SWBT will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as SWBT's retail

⁴ PSC order in Docket TO-2000-322.

operations or its advanced service subsidiary, to have real-time electronic access as a preordering function to the loop makeup information described in Section 5.3. If a CLEC elects to have SWBT provide actual loop makeup information through a manual process, then the interval will be 3-5 business days or the interval provided to SWBT's retail ADSL personnel, whichever is less. At the time an electronically interfaced loop makeup system is implemented, the objective interval for obtaining loop make-up information should become a part of the body of OSS performance measures.

- 5.5 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. SWBT also shall provide to the CLEC any other relevant information listed on the individual loop record but not listed above.

Where SWBT has not compiled loop qualification information for itself, SWBT is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. If SWBT has manual access to this sort of information for itself, or any affiliate, SWBT will provide access to it to CLEC on a non-discriminatory basis. To the extent SWBT has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

- 5.6 SWBT will provide real time, electronic access to all systems needed for efficient provisioning of advanced services such as xDSL. Implementation schedule of OSS updates and to provide such access is contained in Section 13.0.

6.0 Provisioning

- 6.1 CLEC shall designate, at the CLEC's sole option, what loop conditioning SWBT is to perform in provisioning the xDSL loop or subloop on the loop order. Conditioning may be ordered on loop(s) or subloop(s) of any length at the Loop conditioning rates set forth in Section 11.4. The loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.
- 6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval

applicable to SWBT's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

- 6.3 Subsequent to the initial order for a xDSL capable loop or subloop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a xDSL-capable loop, no service order charges shall be assessed, but the due date may be adjusted as necessary as agreed to by the parties. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Section 11.3.
- 6.5 SWBT shall keep CLEC deployment information confidential from SWBT's retail operations, any SWBT affiliate, or any other CLEC.
- 7.0 Acceptance Testing**
- 7.1 SWBT and CLEC agree to implement Cooperative Acceptance Testing for xDSL loop delivery.
- 7.2 Should CLEC desire Cooperative Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Cooperative Acceptance Testing will be conducted at the time of installation of the service request.
- 7.3 Acceptance Testing Procedure:

- 7.3.1 Upon delivery or repair of a loop to/for CLEC, SWBT's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free CLEC number to initiate performance of a series of cooperative tests.
- 7.3.1.1 Except for ISDN loops that are provisioned through repeaters or digital loop carriers, the test requires the SWBT field technician to provide a solid short across the tip and ring of the circuit and then open circuit the loop.
- 7.3.1.2 For ISDN (very low band symmetric) loops that are provisioned through repeaters or digital loop carriers, the SWBT field technician will not perform a short or open circuit.
- 7.3.2 If the loop passes Cooperative Acceptance Test for loop continuity test parameters defined by this Agreement for xDSL loops, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. CLEC will be billed for the Cooperative Acceptance Test as specified below under Acceptance Testing Billing.
- 7.3.3 If the Cooperative Acceptance Test fails loop continuity test parameters defined by this Agreement for xDSL loops, the LOC technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work at such office. If the problem cannot be quickly resolved, SWBT will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SWBT will contact CLEC to repeat the Cooperative Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. SWBT will not complete an order that fails Acceptance Testing.
- 7.3.4 Since CLEC's test equipment cannot send signals through repeaters or digital loop carriers, CLEC will accept ISDN loops without testing the complete circuit. Consequently, SWBT agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of SWBT), SWBT will adjust CLEC's bill and refund the recurring charge of such a loop until SWBT has resolved the problem and closed the trouble ticket.
- 7.3.5 SWBT will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the LOC on hold for over ten (10) minutes. In that case, SWBT may close the order utilizing existing procedures. If no trouble ticket is opened on that loop within 24 hours, SWBT may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section B below. If, however, a

trouble ticket is opened on the loop within 24 hours and the trouble resulted from SWBT error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SWBT will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by SWBT to not meet loop continuity test parameters defined herein, SWBT will not charge for acceptance testing done on the repair call.

7.3.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be SWBT's error, then the loop will not be counted as a successful completion for the purposes of the calculations discussed in Section B.1 below.

7.3.7 Both Parties will work together to implement Cooperative Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SWBT to expend additional time and expense.

7.4 Acceptance Testing Billing

7.4.1 CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, CLEC may indicate that it believes that SWBT is failing to install loops with loop continuity and ordered conditioning eighty percent (80%) of the time within the committed intervals.

7.4.1.1 If sampling establishes that SWBT is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, SWBT may continue charging for Acceptance Testing for all loops that are properly installed the first time. If SWBT is not correctly provisioning loops eighty percent (80%) of the time, or greater, then CLEC will not be billed for Acceptance Testing for the next 90 days. Immediately after the effective date of this agreement, the Parties will negotiate in good faith to agree to a method for sampling 100 random install orders; provided, however, the Parties agree that none of the orders included in such sampling shall be orders placed within the first thirty (30) days of CLEC's entry into any Metropolitan Statistical Area ("MSA").

7.4.1.1.1 ISDN Loops that have trouble tickets (that are SWBT's fault) opened within 10 business days will be considered failures.

- 7.4.1.1.2 Loops that are successfully installed as a result of corrective action taken after acceptance testing will be considered failures.
- 7.4.1.2 In any calendar month after the 90 day no charge period, SWBT may request that another random sample of 100 install orders be reviewed. If the sample determines SWBT is provisioning loops correctly eighty percent (80%) of the time or greater, billing will resume.
- 7.4.1.3 Even if SWBT is in period which it may bill for Acceptance Testing, SWBT will not bill for the Acceptance Testing for loop installs that did not pass, the first time, the test parameters defined by this Agreement for xDSL loops. SWBT will not bill for loop repairs when the repair was SWBT problem.
- 7.4.1.4 Beginning October 1, 2000, SWBT delivery commitment changes to 90%.
- 7.4.2 The charges for Acceptance Testing shall be \$33.51 as specifically listed in Section 13.4.8(A) of the FCC Tariff No. 73. CLEC will use the USOC(s) UBCX+ for basic time. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price. If the tariff rate changes, the parties will negotiate in good faith to determine if the tariff rate changes should apply to acceptance testing.
- 7.4.3 Repairs
- 7.4.3.1 The parties will negotiate in good faith to arrive at terms and conditions for acceptance testing on repairs

8.0 Service Quality and Maintenance

- 8.1 SWBT will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SWBT beyond these parameters will be billed on a time and materials basis at Access Tariff 73 rates.
- 8.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where CLEC has requested that no conditioning be performed, SWBT's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SWBT

will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

- 8.3 Each xDSL-Capable Loop offering provided by SWBT to CLEC will be at least equal in quality and performance as that which SWBT provides to itself or to an affiliate.

9.0 Spectrum Management

- 9.1 CLEC will advise SWBT of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. The CLEC, at its option and without further disclosure to SWBT, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SWBT as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SWBT as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.
- 9.2 SWBT shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SWBT may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. SWBT may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SWBT will release loop binder groups, pair ranges or pair complements that may have already been marked, identified or designated as "ADSL and POTS only," and will remove any such mark, identification or designation that may already have been made in SWBT's electronic or paper-based OSS or records, including LFACS. SWBT will remove any restrictions, and will not impose future restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SWBT will not deny requests for loops based on spectrum management issues.
- 9.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SWBT and CLECs shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to

maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. SWBT will assign the local loop consistent with the agreed-to spectrum management standards.

- 9.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SWBT and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. In such case, SWBT will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SWBT, as well as competitively neutral as between different xDSL services. Where disputes arise, SWBT and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SWBT will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.
- 9.5 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if SWBT and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SWBT and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10.0 Collocation

10.1 The Parties acknowledge and agree that upon approval of this Agreement by the Missouri PSC, CLEC will purchase collocation under the rates, terms and conditions set forth in the Missouri Physical Collocation Appendix.

11.0 Rates for xDSL Capable Loops and Associated Charges, Billing and Payments of Rates and Charges

11.1 SWBT's rates for xDSL-capable loops are:

	<u>Recurring</u>	<u>Nonrecurring</u>	
		<u>Initial</u>	<u>Additional</u>
<u>2-Wire xDSL Loop</u>			
Zone 1	\$ 12.71	\$ 19.55	\$ 8.32
Zone 2	\$ 18.64	\$ 19.55	\$ 8.32
Zone 3	\$ 19.74	\$ 19.55	\$ 8.32
Zone 4	\$ 16.41	\$ 19.55	\$ 8.32
 <u>2-Wire Digital Loop</u>			
<u>(e.g., ISDN/IDSL)</u>			
Zone 1	\$ 25.79	\$ 43.33	\$ 22.67
Zone 2	\$ 37.89	\$ 43.33	\$ 22.67
Zone 3	\$ 52.60	\$ 43.33	\$ 22.67
Zone 4	\$ 37.30	\$ 43.33	\$ 22.67
 <u>4-Wire xDSL Loop</u>			
Zone 1	\$ 17.81	\$ 21.58	\$ 8.32
Zone 2	\$ 31.82	\$ 21.58	\$ 8.32
Zone 3	\$ 55.04	\$ 21.58	\$ 8.32
Zone 4	\$ 27.07	\$ 21.58	\$ 8.32

11.2 SWBT's rates for Loop Make-Up Information are:

Loop Make-Up Information (as defined in section 5.4) – Mechanized/query	\$ 15.00 ⁵
Loop Make-Up Information (as defined in section 5.4) – Manual	\$ 15.00 ⁶
Detailed Make-up Information – Manual	TBD

11.3 SWBT's rates for Cross Connects.

xDSL Cross Connect Charge – Standard – Non-Shielded:

	<u>Recurring</u>	<u>Nonrecurring</u> <u>Initial</u>	<u>Additional</u>
2-wire Analog (w/o test)	\$ 0.31	\$ 19.96	\$ 12.69
4-wire Analog (w/o test)	\$ 0.63	\$ 25.38	\$ 17.73
2-wire Digital (w/o test)	\$ 0.31	\$ 19.96	\$ 12.69

xDSL Cross Connect Charge – Shielded:

2-wire xDSL	\$ 0.80	\$ 19.96	\$ 12.69
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Note: There is no requirement that a CLEC order shielded cross-connects. Shielded cross-connects are only available for 2-wire xDSL loops used to provision PSD #5.

SWBT's rates for cross-connects above are final and are not interim or subject to retroactive true-up.

⁵ Pursuant to the Missouri Arbitration Order Case No. TO-2000-322, this price will change to \$0.00 on August 1, 2000.

⁶ Effective August 1, 2000, manual loop make-up information will be priced at the rate of \$84.15.

11.4 SWBT's rate for Loop Conditioning.

SWBT will make xDSL capable loops available for all xDSL services and use by all xDSL providers. When a CLEC orders an xDSL loop, SWBT will charge the CLEC a non-recurring conditioning charge per xDSL capable loop ordered, whether or not conditioning of the loop is required.⁷ For loops greater than 17,500 feet from the serving central office, conditioning charges to remove load coils, excessive bridged tap or repeaters located beyond 17,500 feet from the serving central office will apply in addition to the non recurring conditioning charge assessed on all xDSL loops ordered by the CLEC.⁸

The conditioning charges, listed below, are applicable to every xDSL capable loop ordered by the CLEC. Upon CLEC request, SWBT will (a) remove load coils and excessive bridged tap located within 17,500 feet of the serving central office at no additional charge beyond the non-recurring conditioning charge assessed on all xDSL capable loops and (b) remove repeaters located within 17,500 feet of the serving central office at the per occurrence rate set forth below.

	<u>Nonrecurring</u> Initial	Additional (Same time & same location)
XDSL capable loop ordered	\$8.41	
Removal of Repeater (per occurrence)	\$221.90	\$221.90

The conditioning charges, listed below, are applicable to every xDSL capable loop, at or in excess of 17,500 feet in length from the serving central office, in addition to the applicable non-recurring charges for loops less than 17,500 feet in length..

	<u>Nonrecurring</u> Initial	Additional ⁹
Removal of Repeater (per occurrence)	\$221.90	\$221.90

⁷ The rates are pursuant to the Missouri Public Service Commission's Order in Case No. TO-2001-439.

⁸ Id.

⁹ must be at same location and performed at the same time

Removal of Excessive Bridged Tap (per occurrence)	\$221.90	\$221.90
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Removal of Load Coil (per occurrence)	\$325.83	\$325.83
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The rates set forth in this Section 11.4 apply on a retroactive basis to all xDSL capable loops ordered on or after September 30, 2001. SWBT shall provide CLEC a bill for the retroactive charges pursuant to Section 11.5.

- 11.5 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those unbundled elements and other service offerings ordered, established, utilized, discontinued or performed pursuant to this Attachment.
- 11.6 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Attachment within thirty (30) days of receipt of an invoice. Except as otherwise specifically provided in this Agreement, interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.

INTERIM APPENDIX HFPL
High Frequency Portion of the Loop

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INTERIM APPENDIX HFPL
High Frequency Portion of the Loop

1. INTRODUCTION

The rates, terms and conditions in this optional appendix are interim and will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions in Case No. TO-2001-440 or another appropriate case established by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Sharing. Upon the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions, those permanent rates, terms and conditions will replace the interim rates, terms and conditions contained in this optional appendix.

- 1.1 This Interim Appendix sets forth terms and conditions for providing the High Frequency Portion of the Loop (HFPL) by the applicable Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). In order to take advantage of this interim offer, the CLEC must currently have an effective Interconnection Agreement or Interim Interconnection Agreement in that state with appropriate rates, terms, and conditions for ordering the xDSL loops.
- 1.2 The interim prices at which ILEC agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated. The rates for loop conditioning will be governed by existing interconnection agreements.
- 1.3 ILEC agrees to provide CLEC with access to UNEs (including HFPL offerings) in accordance with the rates, terms and conditions set forth in this Interim Appendix HFPL and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.
- 1.4 The Parties acknowledge and agree that they are entering into the terms of this Interim Appendix in order to allow CLECs to promptly begin offering services using HFPL in Missouri.
- 1.5 The Parties further acknowledge and agree that the term of the underlying Agreement shall not apply to this Interim Appendix HFPL. Rather, the rates, terms, and conditions set forth in this Interim Appendix shall be effective upon signing. The rates, terms, and conditions are subject to, and shall be replaced by, the terms of the final Interconnection Appendix(s) negotiated and/or arbitrated by the Parties in each state under Sections 251/252 of the Act upon approval by each state commission of the final, negotiated Interconnection Appendix(s) between the Parties or upon issuance of a final order in any arbitration proceeding (subject to any appeals and associated judicial review. In the event that this Interim Appendix HFPL is in

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place at the time of issuance of the final Order in the arbitration proceeding, the Parties shall meet within thirty (30) days following issuance of a final Order(s) by the state commission(s) in such arbitration proceeding(s) and expend diligent efforts to arrive at an agreement on terms and conditions which comply with the final Order(s). The rates, terms and conditions of this Interim Appendix are not available in any state where the regulatory commission already has established the rates, terms and conditions for the provision of the HFPL to any CLEC through arbitration or other proceeding.

- 1.6 The results of the arbitration shall be effective the date the state commission(s) order(s) becomes final, unless the order(s) is stayed pending appeal.
- 1.7 The Parties acknowledge and agree that relevant Commission-approved performance measures and/or penalties shall apply under the terms of this Interim Appendix. Nothing in this Interim Appendix shall constitute a waiver by either Party of any positions it may have taken or will take in the Section 251/252 negotiations and subsequent arbitration proceeding(s), if any, or any other regulatory or judicial proceeding.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from ILEC's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in ILEC's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.
- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL

(Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

- 2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. ILEC shall only make the HFPL available to CLEC in those instances where ILEC also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.8 "Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.
- 3. GENERAL TERMS AND CONDITIONS RELATING TO THE HIGH FREQUENCY PORTION OF THE LOOP**
- 3.1 ILEC will provide a HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined by state or federal regulatory agencies, including but not limited to FCC rules. For the purposes of this interim agreement, ADSL, RADSL, and G.Lite, are presumed acceptable. ILEC will not impose limitations on the transmission speeds of xDSL services;