

change of local service is not received. On a schedule to be determined by Embarq, Embarq will perform a comparison of requests for CPNI to service orders received for the change of Local Service to AT&T. Embarq will produce a report of unmatched requests for CPNI, and may require an LOA from AT&T for each unmatched request. AT&T agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Embarq within three (3) Business Days of receipt of a request from Embarq. Should Embarq determine that there has been a substantial percentage of unmatched LOA requests, Embarq reserves the right to immediately disconnect the preordering Electronic Interface.

71.11.2.4. If AT&T is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Embarq, or if Embarq determines that an LOA is inadequate, AT&T will be considered in breach of the agreement. AT&T can cure the breach by submitting to Embarq evidence of an LOA for each inadequate or omitted LOA within three (3) Business Days of notification of the breach.

71.11.2.5. Should AT&T not be able to cure the breach in the timeframe noted above, Embarq will discontinue processing new service orders until, in Embarq's determination, AT&T has corrected the problem that caused the breach.

71.11.2.6. Embarq will resume processing new service orders upon Embarq's timely review and acceptance of evidence provided by AT&T to correct the problem that caused the breach.

71.11.2.7. If AT&T and Embarq do not agree that AT&T requested CPNI for a specific end user, or that Embarq has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Embarq will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

71.12. AT&T may use Embarq's ordering process (IRES) to:

71.12.1. to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.

71.12.1.1. to schedule dispatch and installation appointments at Parity.

71.12.1.2. to access Embarq subscriber information systems which will allow AT&T to determine if a service call is needed to install the line or service at Parity.

71.12.1.3. to access Embarq information systems which will allow AT&T to provide service availability dates at Parity.

71.12.1.4. transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.

#### 71.13. Standards

71.13.1. General Requirements. AT&T and Embarq shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

### 72. BILLING

72.1. Embarq shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Embarq will review any changes to industry standards, and implement the changes within the industry-defined window. Embarq will notify AT&T of any deviations to the standards.

72.2. Embarq shall bill AT&T for each service supplied by Embarq to AT&T pursuant to this Agreement at the rates set forth in this Agreement.

72.3. Embarq shall provide to AT&T a single point of contact for interconnection and collocation at the National Access Service Center (NASC), and Network Elements and resale at Embarq's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

72.4. Embarq shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

72.4.1. Subject to the terms of this Agreement, AT&T shall pay Embarq within thirty (30) Days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

- 72.5. Bill disputes shall not be submitted by either party for any charge on or after one (1) year following the bill date of the bill on which the charge first appears. Notwithstanding this limitation, both parties recognize that situations exist that may require that a dispute be submitted beyond the one year limit. These exceptions include charges for jointly provided services for which meet point billing guidelines require either Party to rely on records from a third Party, and charges which are incorrectly billed due to error or omission of AT&T-provided data, such as PLU or PIU factors or other ordering data.
- 72.6. Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the Dispute Resolution procedures set forth in Part B of this Agreement.
- 72.7. Embarq will assess late payment charges to AT&T in accordance with Part B, Section 7.4 of this Agreement.
- 72.8. Embarq shall credit AT&T for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Embarq. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 72.9. Where Parties have established interconnection, Embarq and AT&T agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Embarq and AT&T will exchange the appropriate records to bill exchange access charges to the IXC. Embarq and AT&T agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge).
- 72.9.1. Embarq will bill AT&T for message provisioning and, if applicable, data tape charges related to exchange access records. Embarq will bill AT&T for the records at the rates on Table One. If AT&T requests additional copies of the monthly invoice, Embarq may also bill AT&T for the additional copies.
- 72.10. Revenue Protection. Embarq shall make available to AT&T, at Parity with what Embarq provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Embarq shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

### **73. PROVISION OF USAGE DATA**

73.1. This Section sets forth the terms and conditions for Embarq's provision of Recorded Usage Data (as defined in this Part) to AT&T and for information exchange regarding long distance and access billing. The parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. Embarq shall record for AT&T the messages that Embarq records for and bills to its end users and records for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. Embarq and AT&T agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.

#### **73.2. General Procedures**

73.2.1. Embarq shall comply with various industry and OBF standards referred to throughout this Agreement.

73.2.2. Embarq shall comply with OBF standards when recording and transmitting Usage Data.

73.2.3. Embarq shall record all usage originating from AT&T end users using resold services ordered by AT&T, where Embarq records those same services for Embarq end users. Recorded Usage Data includes, but is not limited to, the following categories of information:

73.2.3.1. Use of CLASS/LASS/Custom Features that Embarq records and bills for its end users on a per usage basis.

73.2.3.2. Calls to Information Providers (IP) reached via Embarq facilities will be provided in accordance with Section

73.2.3.2. Calls to Directory Assistance where Embarq provides such service to an AT&T end user.

73.2.3.3. Calls completed via Embarq-provided Operator Services where Embarq provides such service to AT&T's local service end user and where Embarq records such usage for its end users using Industry Standard Telcordia EMI billing records.

73.2.3.4. Access records related to long distance calling.

73.2.3.5. For Embarq-provided Centrex Service, station level detail.

73.2.4. Retention of Records. Embarq shall maintain a machine readable back-up copy of the message detail provided to AT&T for a minimum of forty-five

(45) calendar days. During the forty-five (45) day period, Embarq shall provide any data back-up to AT&T upon the request of AT&T. If the forty-five (45) day period has expired, Embarq may provide the data back-up at AT&T's expense.

73.2.5. Embarq shall provide to AT&T Recorded Usage Data for AT&T end users. Embarq shall not submit other AT&T local usage data as part of the AT&T Recorded Usage Data.

73.2.6. Embarq shall not bill directly to AT&T subscribers any recurring or non-recurring charges for AT&T's services to the end user except where explicitly permitted to do so within a written agreement between Embarq and AT&T.

73.2.7. Embarq will record 976/N11 calls and transmit them to the IP for billing. Embarq will not bill these calls to either AT&T or the AT&T's end user.

73.2.8. Embarq shall provide Recorded Usage Data to AT&T billing locations as agreed to by the Parties.

73.2.9. Embarq shall provide a single point of contact to respond to AT&T call usage, data error, and record transmission inquiries.

73.2.10. Embarq shall provide AT&T with a single point of contact and remote identifiers (IDs) for each sending location.

73.2.11. AT&T shall provide a single point of contact responsible for receiving usage transmitted by Embarq and receiving usage tapes from a courier service in the event of a facility outage.

73.2.12. Embarq shall bill and AT&T shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

### 73.3. Charges

- 73.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Embarq and Embarq shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 73.3.2. Embarq will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
- 73.3.3. Embarq will deliver a monthly statement for Wholesale Services in the medium (e.g.: NDM, paper, or CD-ROM) requested by AT&T as follows:
  - 73.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Embarq may determine;
  - 73.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and AT&T will pay Embarq for providing such call detail;
  - 73.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
  - 73.3.3.4. Embarq agrees to provide information on the end-user's selection of special features where Embarq maintains such information (e.g.: billing method, special language) when AT&T places the order for service;
  - 73.3.3.5. Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
  - 73.3.3.6. Embarq shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Embarq shall also bill AT&T for additional copies of the monthly invoice.
- 73.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.

#### 73.4. Central Clearinghouse and Settlement

- 73.4.1. Embarq and AT&T shall agree upon Clearinghouse and Incollect/Outcollect procedures.
- 73.4.2. Embarq shall settle with AT&T for both intra-region and inter-region

billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

#### 73.5. Lost Data

- 73.5.1. Loss of Recorded Usage Data. AT&T Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Embarq in its performance of the recording function shall be recovered by Embarq at no charge to AT&T. In the event the data cannot be recovered by Embarq, Embarq shall estimate the messages and associated revenue, with assistance from AT&T, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Embarq and AT&T. This estimate shall be used to adjust amounts AT&T owes Embarq for services Embarq provides in conjunction with the provision of Recorded Usage Data.
- 73.5.2. Partial Loss. Embarq shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 73.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 73.5.3. Complete Loss. When Embarq is unable to recover data as discussed in Section 73.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 73.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Embarq shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Embarq shall apply the appropriate average revenue per message ("arpm") agreed to by AT&T and Embarq to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
- 73.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 73.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Embarq shall use volumes from the two (2) preceding Sundays.
- 73.5.7. If the loss occurs on Mother's day or Christmas day, Embarq shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of AT&T's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a



settlement shall be negotiated.

#### 73.6. Testing, Changes and Controls

73.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by AT&T and Embarq.

73.6.2. Control procedures for all usage transferred between Embarq and AT&T shall be available for periodic review. This review may be included as part of an Audit of Embarq by AT&T or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Embarq and AT&T must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by AT&T and Embarq.

#### 73.6.3. Embarq Software Changes

73.6.3.1. When Embarq plans to introduce any software changes which impact the format or content structure of the usage data feed to AT&T, designated Embarq personnel shall notify AT&T no less than ninety (90) calendar days before such changes are implemented.

73.6.3.2. Embarq shall communicate the projected changes to AT&T's single point of contact so that potential impacts on AT&T processing can be determined.

73.6.3.3. AT&T personnel shall review the impact of the change on the entire control structure. AT&T shall negotiate any perceived problems with Embarq and shall arrange to have the data tested utilizing the modified software if required.

73.6.3.4. If it is necessary for Embarq to request changes in the schedule, content or format of usage data transmitted to AT&T, Embarq shall notify AT&T.

#### 73.6.4. AT&T Requested Changes:

73.6.4.1. AT&T may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Embarq.

73.6.4.2. When the negotiated changes are to be implemented, AT&T and/or Embarq shall arrange for testing of the modified data.

#### 73.7. Information Exchange and Interfaces

73.7.1. Product/Service Specific. Embarq shall provide a Telcordia standard 42-

50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Embarq's offering and are provided for Embarq's subscribers on a per usage basis.

**73.7.2. Rejected Recorded Usage Data**

73.7.2.1. Upon agreement between AT&T and Embarq, messages that cannot be rated and/or billed by AT&T may be returned to Embarq via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Embarq in their original EMI format utilizing standard EMI return codes.

73.7.2.2. Embarq may correct and resubmit to AT&T any messages returned to Embarq. Embarq will not be liable for any records determined by Embarq to be billable to an AT&T end user. AT&T will not return a message that has been corrected and resubmitted by Embarq. Embarq will only assume liability for errors and unguideables caused by Embarq.

**74. GENERAL NETWORK REQUIREMENTS**

74.1. Embarq shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Embarq is able to test, in accordance with the terms and conditions of this Agreement.

74.2. During the term of this Agreement, Embarq shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Embarq shall provide AT&T with maintenance support at Parity.

74.3. Embarq shall provide on a regional basis, a point of contact for AT&T to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.

74.4. Embarq shall provide AT&T maintenance dispatch personnel on the same schedule that it provides its own subscribers.

74.5. Embarq shall cooperate with AT&T to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

74.6. All Embarq employees or contractors who perform repair service for AT&T end users shall follow Embarq standard procedures in all their communications with AT&T end users. These procedures and protocols shall ensure that:

74.6.1. Embarq employees or contractors shall perform repair service that is equal in quality to that provided to Embarq end users; and

74.6.2. Trouble calls from AT&T shall receive response time priority that is equal

to that of Embarq end users and shall be handled on a "first come first served" basis regardless of whether the end user is an AT&T end user or an Embarq end user.

- 74.7. Embarq shall provide AT&T with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to AT&T under this Agreement equal in quality to that currently provided by Embarq in the maintenance of its own network. AT&T shall perform its own testing for UNEs.
- 74.8. Embarq shall give maximum advanced notice to AT&T of all non-scheduled maintenance or other planned network activities to be performed by Embarq on any network element, including any hardware, equipment, software, or system, providing service functionality of which AT&T has advised Embarq may potentially impact AT&T end users.
- 74.9. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 74.10. On all misdirected calls from AT&T end users requesting repair, Embarq shall provide such AT&T end user with the correct AT&T repair telephone number as such number is provided to Embarq by AT&T. Once the Electronic Interface is established between Embarq and AT&T, Embarq agrees that AT&T may report troubles directly to a single Embarq repair/maintenance center for both residential and small business end users, unless otherwise agreed to by AT&T.
- 74.11. Upon establishment of an Electronic Interface, Embarq shall notify AT&T via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. AT&T will contact its end user to determine if repairs were completed and confirm the trouble no longer exists.
- 74.12. Embarq shall perform all testing for resold Telecommunications Services.
- 74.13. Embarq shall provide test results to AT&T, if appropriate, for trouble clearance. In all instances, Embarq shall provide AT&T with the disposition of the trouble.
- 74.14. If Embarq initiates trouble handling procedures, it will bear all costs associated with that activity. If AT&T requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then AT&T will bear the cost.

## **75. MISCELLANEOUS SERVICES AND FUNCTIONS**

### **75.1. General**

- 75.1.1. To the extent that Embarq does not provide the services described in this Section 75 to itself, AT&T must contract directly with the service provider for such services.

#### 75.1.2. Basic 911 and E911 General Requirements

75.1.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).

75.1.2.2. Basic 911 and E911 functions provided to AT&T for unbundled local switching and resale shall be at Parity with the support and services that Embarq provides to its subscribers for such similar functionality.

In a resale situation, where it may be appropriate for Embarq to update the ALI database, Embarq shall update such database with AT&T data in an interval at Parity with that experienced by Embarq end users.

Embarq shall transmit to AT&T daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

75.1.2.3. In government jurisdictions where Embarq has obligations under existing agreements as the primary provider of the 911 System to the county (Host Embarq), AT&T shall participate in the provision of the 911 System as follows:

Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.

Host Embarq shall be responsible for maintaining the E-911 database. Embarq shall be responsible for maintaining the E-911 routing database.

75.1.2.4. If a third party is the primary service provider to a government agency, AT&T shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and AT&T are totally separate from this Agreement and Embarq makes no representations on behalf of the third party.

#### 75.1.3. The following are Basic 911 and E911 Database Requirements

- 75.1.3.1. The ALI database shall be managed by Embarq, but is the property of Embarq and AT&T for those records provided by AT&T.
- 75.1.3.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.
- 75.1.3.3. AT&T shall be solely responsible for providing AT&T database records to Embarq for inclusion in Embarq's ALI database on a timely basis.
- 75.1.3.4. Embarq and AT&T shall arrange for the automated input and periodic updating of the E911 database information related to AT&T end users. Embarq shall work cooperatively with AT&T to ensure the accuracy of the data transfer by verifying it against the SIG. Embarq shall accept electronically transmitted files that conform to NENA Version #2 format.
- 75.1.3.5. AT&T shall assign an E911 database coordinator charged with the responsibility of forwarding AT&T end user ALI record information to Embarq or via a third-party entity, charged with the responsibility of ALI record transfer. AT&T assumes all responsibility for the accuracy of the data that AT&T provides to Embarq.
- 75.1.3.6. AT&T shall provide information on new subscribers to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) business days of receiving the data from AT&T. If Embarq detects an error in the AT&T provided data, the data shall be returned to AT&T within two (2) business days from when it was provided to Embarq. AT&T shall respond to requests from Embarq to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 75.1.3.7. Embarq agrees to treat all data on AT&T subscribers provided under this Agreement as confidential and to use data on AT&T subscribers only for the purpose of providing E911 services.

## 75.2. Directory Listings Service Requests

- 75.2.1. These requirements pertain to Embarq's Listings Service Request process that enables AT&T to (a) submit AT&T subscriber information for inclusion in Directory Listings databases; (b) submit AT&T subscriber information for inclusion in published directories; and (c) provide AT&T

subscriber delivery address information to enable Embarq to fulfill directory distribution obligations.

75.2.2. When implemented by the Parties, Embarq shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Embarq shall create a standard format and order process by which AT&T can place an order with a single point of contact within Embarq.

75.2.3. Embarq will provide to AT&T the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:

75.2.3.1. Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to AT&T.

75.2.3.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to AT&T.

75.2.3.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to AT&T.

75.2.3.4. To ensure accurate order processing, Embarq or its directory publisher shall provide to AT&T the following information, with updates promptly upon changes:

75.2.3.5. A matrix of NXX to central office;

75.2.3.6. Geographical maps if available of Embarq service area;

75.2.3.7. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;

75.2.3.8. Listing format rules;

75.2.3.9. Standard abbreviations acceptable for use in listings and addresses;

75.2.3.10. Titles and designations; and

75.2.3.11. A list of all available directories and their Business Office close dates

75.2.4. Based on changes submitted by AT&T, Embarq shall update and

maintain directory listings data for AT&T subscribers who:

- 75.2.4.1. Disconnect Service;
- 75.2.4.2. Change CLEC;
- 75.2.4.3. Install Service;
- 75.2.4.4. Change any service which affects DA information;
- 75.2.4.5. Specify Non-Solicitation; and
- 75.2.4.6. Are Non-Published, Non-Listed, or Listed.

75.2.5. Embarq shall not charge for storage of AT&T subscriber information in the DL systems.

75.2.6. AT&T shall not charge for storage of Embarq subscriber information in the DL systems.

75.3. Directory Listings General Requirements. AT&T acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Embarq but rather are performed by and are under the control of the directory publisher. AT&T acknowledges that for an AT&T subscriber's name to appear in a directory, AT&T must submit a Directory Service Request (DSR). Embarq shall use reasonable efforts to assist AT&T in obtaining an agreement with the directory publisher that treats AT&T at Parity with the publisher's treatment of Embarq.

75.3.1. This Section 75.3 pertains to listings requirements published in the traditional white pages.

75.3.2. Embarq shall include in its master subscriber system database all white pages listing information for AT&T subscribers in Embarq territories where AT&T is providing local telephone exchange services and has submitted a DSR.

75.3.3. Embarq agrees to include one basic White pages listing for each AT&T customer located within the geographic scope of its White Page directories, at no additional charge to AT&T. A basic White Pages listing is defined as a customer name, address and either the AT&T assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of AT&T customers will be interfiled with listings of Embarq and other LEC customers.

75.3.4. AT&T agrees to provide AT&T customer listing information, including without limitation directory distribution information, to Embarq, at no charge. Embarq will provide AT&T with the appropriate format for provision of AT&T customer listing information to Embarq. The parties agree to adopt a mutually acceptable electronic format for the provision of

such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.

- 75.3.5. Embarq agrees to provide White Pages database maintenance services to AT&T. AT&T will be charged a Service Order entry fee upon submission of Service Orders into Embarq's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Embarq's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 75.3.6. AT&T customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to AT&T customers.
- 75.3.7. In addition to a basic White Pages listing, Embarq will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for AT&T to offer for resale to AT&T's customers.
- 75.3.8. Embarq, or its directory publisher, agree to provide White Pages distribution services to AT&T customers within Embarq's service territory at no additional charge to AT&T. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other AT&T customers.
- 75.3.9. Embarq agrees to include critical contact information pertaining to AT&T in the "Information Pages" of those of its White Pages directories containing information pages, if AT&T meets criteria established by its directory publisher. Critical contact information includes AT&T's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. AT&T will not be charged for inclusion of its critical contact information. The format, content and appearance of AT&T's critical contact information will conform to applicable Embarq directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 75.3.10. Embarq will accord AT&T customer listing information the same level of confidentiality that Embarq accords its own proprietary customer listing information. Embarq shall ensure that access to AT&T customer proprietary listing information will be limited solely to those of Embarq and Embarq's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take



appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to AT&T that contains customer listings of both Embarq and AT&T will not be deemed a violation of this confidentiality provision.

75.3.11. Embarq will sell or license AT&T's customer listing information to any third parties unless AT&T submits written requests that Embarq refrain from doing so. Embarq and AT&T will work cooperatively to share any payments for the sale or license of AT&T customer listing information to third parties. Any payments due to AT&T for its customer listing information will be net of administrative expenses incurred by Embarq in providing such information to third parties. The parties acknowledge that the release of AT&T's customer listing to Embarq's directory publisher will not constitute the sale or license of AT&T's customer listing information causing any payment obligation to arise pursuant to this Section 75.3.11.

75.4. Other Directory Services. Embarq will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with AT&T which will address other directory services desired by AT&T as described in this Section 75.4. Both parties acknowledge that Embarq's directory publisher is not a party to this Agreement and that the provisions contained in this Section 75.4 are not binding upon Embarq's directory publisher.

75.4.1. Embarq's directory publisher will negotiate with AT&T concerning the provision of a basic Yellow Pages listing to AT&T customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to AT&T customers.

75.4.2. Directory advertising will be offered to AT&T customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other AT&T customers. Directory advertising will be billed to AT&T customers by directory publisher.

75.4.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to AT&T is maintained without interruption.

75.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 75.3.9 may be purchased from Embarq's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

75.4.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding

directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

75.5. Directory Assistance Data. This Section refers to the residential, business, and government subscriber records used by Embarq to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Embarq shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Embarq to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

75.6. Systems Interfaces and Exchanges

75.6.1. Directory Assistance Data Information Exchanges and Interfaces

75.6.1.1. Subscriber List Information

75.6.1.2. Embarq shall provide to AT&T, at AT&T's request, all published Subscriber List Information (including such information that resides in Embarq's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Embarq provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to AT&T pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

75.6.1.3. AT&T shall provide directory listings to Embarq pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

75.7. Listing Types

LISTED	The listing information is available for all directory requirements.
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NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
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NON-PUBLISHED A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

## **PART K - REPORTING STANDARDS**

### **76. GENERAL**

- 76.1. Embarq shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Embarq's performance under this agreement shall be provided to AT&T at parity with the performance Embarq provides itself for like service(s).

## **PART K – COLLOCATION**

### **77. SCOPE OF COLLOCATION TERMS**

- 77.1. Embarq will provide Collocation to AT&T in accordance with this Agreement for the purposes of Interconnection to Embarq pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to Embarq's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)).
- 77.2. Prices and fees for collocation and other services under this Agreement are contained in Table Two.
- 77.3. This Agreement states the general terms and conditions upon which Embarq will grant to AT&T the non-exclusive right to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service upon submission of an approved and provisioned Application for collocation service. Such service will be provided by installing, maintaining and operating AT&T's equipment, which will interconnect with Telecommunications Services and facilities provided by Embarq or others in accordance with this Agreement.

### **78. TERMINATION OF COLLOCATION SPACE**

- 78.1. AT&T may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to Embarq. Upon termination of such occupancy, AT&T at its expense shall remove its equipment and other property from the Collocation Space. AT&T shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of AT&T's Guests; provided, however, that AT&T shall continue payment of monthly fees to Embarq until such date as AT&T has fully vacated the Collocation Space. AT&T will surrender the Collocation Space to Embarq in the same condition as when first occupied by AT&T, except for ordinary wear and tear.
- 78.2. AT&T shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.
- 78.3. Upon termination of AT&T's right to possession of a Collocation Space, AT&T shall surrender possession and vacate the Collocation Space within thirty (30) Days. Failure to surrender the Collocation Space within thirty (30) Days shall be considered abandonment and Embarq will have the right to remove the equipment and other property of AT&T or AT&T's Guest at AT&T's expense and with no liability for damage or injury to AT&T's property.
- 78.4. Should Embarq under any section of this Agreement remove any of AT&T's equipment from its collocation space, Embarq will deliver to AT&T any equipment removed by

Embarq only upon payment by AT&T of the cost of removal, storage and delivery, and all other amounts due Embarq under this Agreement. Should AT&T fail to remove any of its equipment deemed abandoned, title thereto shall pass to Embarq under this Agreement as if by a Bill of Sale. Nothing herein shall limit Embarq from pursuing, at its option, any other remedy in law, equity, or otherwise related to AT&T's occupancy in the Collocation Space, including any other remedy provided in this Agreement.

- 78.5. AT&T shall surrender all keys, access cards and Embarq-provided photo identification cards to the Collocation Space and the Building to Embarq, and shall make known to Embarq the combination of all combination locks remaining on the Collocation Space.
- 78.6. If it becomes necessary in Embarq's reasonable judgment, and there are no other reasonable alternatives available, Embarq shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Embarq-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Embarq's tariffs to provide Telecommunications Services to its end user customers. In such cases, Embarq will reimburse AT&T for reasonable direct costs and expenses in connection with such reclamation.
- 78.7. If it becomes necessary in Embarq's reasonable judgment, and there are no other reasonable alternatives, to require AT&T to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from Embarq, in which event, Embarq shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

## **79. COLLOCATION OPTIONS**

- 79.1. Embarq will offer Collocation Space to allow AT&T to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Embarq shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, AT&T must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 79.2. Embarq will authorize the enclosure of AT&T's equipment and facilities at AT&T's option. Embarq will provide guidelines and specifications upon request. Based on AT&T's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At AT&T's option, Embarq will permit AT&T to arrange with a third party vendor to construct a Collocation Arrangement enclosure at AT&T's sole expense. AT&T's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill AT&T directly for all work performed for AT&T and Embarq will have no liability for nor responsibility to pay such charges imposed by the third party vendor. AT&T must provide the local Embarq building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Embarq will not access AT&T's locked enclosure prior to notifying

AT&T and obtaining authorization.

- 79.2.1. Embarq has the right to review AT&T's plans and specifications prior to allowing construction to start. Embarq will complete its review within fifteen (15) Days of receipt of such plans. Embarq has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Embarq can require AT&T to remove or correct, at its cost, any structure that does not meet these plans.
- 79.3. AT&T may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by AT&T ("Host") and other telecommunications carriers ("Guests"). AT&T will notify Embarq in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by AT&T that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.
  - 79.3.1. As Host, AT&T will be the sole interface and responsible party to Embarq for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Embarq will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to AT&T.
  - 79.3.2. Embarq will not place unreasonable restrictions on AT&T's use of a cage, and as such will allow AT&T to contract with other AT&Ts to share the cage in a sublease type arrangement. If two (2) or more AT&Ts that have interconnection agreements with Embarq utilize a shared collocation cage, Embarq will permit each AT&T to order UNEs and provision service from the shared collocation space, regardless of which AT&T was the original collocater.
  - 79.3.3. If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 79.4. Embarq will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Embarq property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Embarq will decide the location, subject to zoning or other state and local regulations and future use by Embarq or other requesting

Telecommunications Carriers pursuant to an application submitted under Section 81.

- 79.4.1. AT&T will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Embarq point of interconnection. Should AT&T elect such an option, AT&T must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
- 79.4.2. Embarq maintains the right to review AT&T's plans and specifications prior to construction of an Adjacent Arrangement(s). Embarq will complete its review within thirty (30) calendar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of AT&T. Embarq may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Embarq may require AT&T to correct any deviations from approved plans found during such inspection(s).
- 79.4.3. Embarq will provide AC power, as requested, subject to being technically feasible. At its option, AT&T may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Embarq's.
- 79.4.4. Subject to AT&T being on the waiting list, in the event that space in an Embarq Premises becomes available, Embarq will provide the option to the AT&T to relocate its equipment from an Adjacent Facility into the Embarq Premises. In the event AT&T chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Embarq Premises.
- 79.5. To the extent possible, Embarq will provide AT&T with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 79.6. Embarq will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.321).
  - 79.6.1. AT&T may lease to Embarq, at no cost to Embarq, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Embarq install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.
  - 79.6.2. Virtually collocated equipment shall be purchased by AT&T. Embarq does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of AT&T's



equipment, arrangement or facilities.

79.6.3. Embarq will install, maintain, and repair AT&T's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Embarq, Embarq's affiliates or third parties. The following services are not covered by this Agreement:

79.6.3.1. services to resolve software or hardware problems resulting from products provided by parties other than Embarq or causes beyond the control of Embarq;

79.6.3.2. service of attached, related, collateral or ancillary equipment or software not covered by this Section;

79.6.3.3. repairing damage caused to AT&T's collocated equipment by persons other than Embarq, or its authorized contractors, or

79.6.3.4. repairing damage to other property or equipment caused by operation of AT&T's collocated equipment and not caused by the sole negligence of Embarq.

79.6.4. AT&T warrants that Embarq shall have quiet enjoyment of the equipment. Embarq will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by AT&T for the benefit of Embarq and AT&T shall take all reasonable action to enforce such warranties and indemnities where available to Embarq. AT&T shall execute, upon presentation, such documents and instruments as may be required to allow Embarq manufacturer's warranty coverage for any equipment. AT&T warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

79.6.4.1. In the event Embarq's right to quiet enjoyment is breached, either by AT&T's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Embarq may give written notice to AT&T and all of Embarq's obligations relating to the affected equipment shall terminate immediately.

79.6.5. Embarq's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to AT&T at rates on Table Two or as filed in a tariff and approved by the Commission.

## **80. DEMARCATION POINT**

80.1. Embarq will designate the point of demarcation, unless otherwise mutually agreed to by

the Parties, in or adjacent to its Collocation Space. At AT&T's request, Embarq will identify the location(s) of other possible demarcation points available to AT&T, and AT&T will designate from these location(s) the point(s) of demarcation between its collocated equipment and Embarq's equipment. Embarq will use its best efforts to identify the closest demarcation point to AT&T's equipment that is available.

- 80.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 80.3. At AT&T's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at AT&T's option, serve as the demarcation point. If AT&T elects not to provide a POT frame, Embarq will agree to handoff the interconnection cables to AT&T at its equipment, at AT&T's designated demarcation point. When AT&T elects to install its own POT frame/cabinet, Embarq must still provide and install the required DC power panel.

## **81. APPLICATION PROCESS**

- 81.1. Upon AT&T's selection of a Premises in which it desires to collocate its Equipment, Embarq will provide a then current collocation application form (the "Application") to AT&T. AT&T will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in AT&T's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.
  - 81.1.1. AT&T will complete the Application, and return it, along with the appropriate Application Fee, to Embarq. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Embarq will not process an Application until both the Application and the applicable Application fee are received.
  - 81.1.2. In the event AT&T desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, AT&T will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
  - 81.1.3. Where AT&T modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Embarq, Embarq will not impose additional charges or additional intervals that would delay AT&T's operation. AT&T will

notify Embarq of the modifications or additional equipment prior to installation.

- 81.1.4. If Collocation Space is unavailable or AT&T withdraws its request, the Application fee, less the costs incurred by Embarq (e.g. engineering record search and administrative activities required to process the Application) will be refunded.
- 81.2. If AT&T wishes Embarq to consider multiple methods for collocation on a single Application, AT&T will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Embarq to process the Application for each of the preferred methods. If AT&T provides adequate information and its preferences with its Application, Embarq may not require an additional Application, nor would AT&T be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. Embarq will not select for AT&T the type of collocation to be ordered.
- 81.3. Within ten (10) Days after receiving AT&T's Application for collocation, Embarq will inform AT&T whether the Application meets each of Embarq's established collocation standards. Should AT&T submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, AT&T shall retain its original position within any collocation queue that Embarq maintains. If Embarq informs AT&T that there is a deficiency in an Application, Embarq will provide sufficient detail so that AT&T has a reasonable opportunity to cure each deficiency.
- 81.4. All revisions to an initial request for a Physical Collocation Arrangement submitted by AT&T must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. AT&T will be required to pay any applicable Application fees.
- 81.5. Embarq shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
- 81.5.1. Embarq will notify AT&T in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
- 81.5.2. In order to increase the amount of space available for collocation, Embarq will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 81.6. After notifying AT&T that Embarq has no available space for Physical Collocation in the requested Central Office ("Denial of Application"), Embarq will allow AT&T, upon request, to tour the entire Central Office within ten (10) Days, or other mutually

agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Embarq within five (5) Days of the Denial of Application.

- 81.6.1. If AT&T contests Embarq's notice that there is not sufficient space for Physical Collocation in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Embarq will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.
- 81.6.2. On a first come, first serve basis, Embarq will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
- 81.6.3. Embarq will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if AT&T has been denied Physical Collocation space at an Embarq Premises and challenges Embarq on space availability at said Premises, AT&T will be given priority for space assignment if, as a result of the challenge, space is found to be available. AT&T will reaffirm its collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Embarq will advise AT&T as to its position on the list.
- 81.6.4. If AT&T's Application for Physical Collocation is denied due to lack of space, Embarq will place AT&T on the waiting list for collocation in particular Premises according to the date AT&T submitted its Application and not the date of denial for lack of space.
- 81.6.5. Embarq will maintain on its Website a notification document that will indicate all Premises that are without available space. Embarq will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.
- 81.7. Embarq will provide a price quote within thirty (30) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.
- 81.8. AT&T has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Embarq need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Embarq, AT&T does not

notify Embarq that physical collocation should proceed.

- 81.9. AT&T will indicate its intent to proceed with equipment installation in an Embarq Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). If AT&T makes changes to its Application in light of Embarq's written Application Response, Embarq may be required to re-evaluate and respond to the change(s). In this event, AT&T's Application will be treated as a Revision.
- 81.10. Space preparation for the Collocation Space will not begin until Embarq receives the BFFO and all applicable fees, including all non-recurring charges required by Embarq at the time of the BFFO.

## **82. SPACE RESERVATION**

- 82.1. The parties may reserve physical collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 81. Neither Embarq, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.

## **83. PROVISIONING INTERVALS**

- 83.1. Embarq will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of receipt of a BFFO. Embarq will complete construction of Adjacent Collocation arrangements (as defined in 79.4) within one hundred-twenty (120) Days of receipt of a BFFO. If Embarq is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Embarq may petition the Commission for waiver.

## **84. CONSTRUCTION AND COMMENCEMENT OF BILLING**

- 84.1. Embarq shall permit AT&T or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such AT&T subcontractor shall be subject to Embarq's security standards. Embarq reserves the right to reject any AT&T subcontractor upon the same criteria that Embarq would use on its own subcontractors. AT&T will notify Embarq in writing when construction of physical collocation space is complete.
- 84.2. Embarq shall have the right to inspect AT&T's completed installation of equipment and facilities prior to AT&T turning up such equipment and facilities. AT&T shall provide written notification to Embarq when AT&T has completed its installation of equipment and facilities in the Collocation space, and Embarq shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify AT&T that Embarq is not exercising its right to inspect such Collocation space at that time and that AT&T may turn up its equipment and facilities. Failure of Embarq to either inspect the Collocation space or notify AT&T of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Embarq not to

inspect such Collocation space. AT&T shall have the right to be present at such inspection, and if AT&T is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of AT&T's Collocated equipment and facilities, AT&T shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

- 84.3. To the extent Embarq performs the construction of the Physical Collocation Arrangement, Embarq shall construct the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to AT&T's order must thereafter be approved by AT&T. The Parties acknowledge that AT&T approved deviations may require additional construction time and may incur additional AT&T expenses. AT&T shall pay the incremental cost incurred by Embarq as the result of any Revision to the Collocation request. AT&T will pay all applicable fees, including any nonrecurring charges required by Embarq, prior to Embarq commencing construction of the collocation space.
- 84.4. AT&T will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Embarq to prepare the Collocation space for the installation of AT&T's equipment and for extraordinary costs to maintain the Collocation space for AT&T's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Embarq will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, AT&T and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to AT&T prior to commencing such work. Extraordinary costs will only be billed to AT&T if such costs have been authorized by AT&T. Embarq must advise AT&T if extraordinary costs will be incurred.
- 84.5. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 84.6. Embarq will notify AT&T when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Embarq will commence to correct any deviations to AT&T's original or jointly amended requirements within five (5) Days after the walk through. If AT&T does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation Space construction is complete, AT&T will be deemed to have accepted the Collocation Space and billing will commence.
- 84.7. AT&T must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. AT&T will reimburse Embarq for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

## **85. EQUIPMENT**

- 85.1. AT&T may only locate equipment necessary for interconnection to Embarq and accessing Embarq's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 C.F.R. 51.323(b-c).
- 85.2. AT&T's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.
- 85.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications ("NEBS"), but Embarq will not impose safety requirements on AT&T that are more stringent than the safety requirements it imposes on its own equipment. If Embarq denies collocation of AT&T's equipment, citing safety standards, Embarq must provide to AT&T within five (5) Business Days of the denial a list of all equipment that Embarq locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Embarq contends the competitor's equipment fails to meet. In the event that Embarq believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that AT&T's equipment does not meet NEBS Level 1 safety requirements, AT&T will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Embarq will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, AT&T will not activate the equipment during the pendency of the dispute.
- 85.4. AT&T must notify Embarq in writing that collocation equipment installation is complete and is operational with Embarq's network. If AT&T fails to place operational telecommunications equipment in the collocated space and connect with Embarq's network within one-hundred-eighty (180) Days of AT&T's acceptance of Embarq's price quote, or other time period mutually agreed to by AT&T and Embarq, Embarq may terminate the applicable Collocation Space upon written notice. AT&T will reimburse Embarq for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

## **86. AUGMENTS AND ADDITIONS**

- 86.1. When AT&T modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Embarq, Embarq may not impose additional charges or additional intervals that would delay AT&T's operation. AT&T will notify Embarq of the modifications or additional equipment prior to installation.
- 86.2. In the event AT&T desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, AT&T will complete a subsequent Application (augment request) detailing all information

regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.

- 86.3. AT&T must submit an Application and applicable Application fee to obtain a price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) Days from BFFO. If special or major construction is required, Embarq will work cooperatively with AT&T to negotiate mutually agreeable construction intervals for augments.

## **87. USE OF COMMON AREAS**

- 87.1. AT&T, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Embarq from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of AT&T at the Collocation Space; provided, however, that Embarq shall have the right to reserve parking spaces for Embarq's exclusive use or use by other occupants of the Building. Embarq does not guarantee that there is or will be sufficient parking spaces in parking areas to meet AT&T's needs. Embarq does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Embarq, and Embarq shall have the right to change the level, location and arrangement of parking areas and other common areas, as Embarq may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Embarq may from time to time impose, consistent with AT&T's right to access its Collocation Space.
- 87.2. Embarq, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Embarq, for the non-exclusive use of AT&T, Embarq and any other building occupant. AT&T shall not waste or permit the waste of water.
- 87.3. Embarq shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Embarq shall provide no security specific to AT&T's Collocation Space. Embarq shall not be liable to AT&T or any other party for loss of or damage to the Collocation Space or AT&T equipment unless Embarq has failed to provide Building and Premises security in accordance with its normal business practices.



- 87.4. Embarq shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which AT&T has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by AT&T's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Embarq.

## **88. CO-CARRIER CROSS CONNECTION**

- 88.1. Co-carrier cross-connects ("CCXCs") are connections between AT&T and another collocated telecommunications carrier other than Embarq, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Embarq premises, provided that the collocated equipment is also used for interconnection with Embarq and/or for access to Embarq's unbundled network elements. Embarq shall provide such CCXCs from AT&T's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Embarq premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from AT&T to another telecommunications carrier.

88.1.1. Embarq will provide such CCXCs for non-adjacent collocation arrangements at the expense of AT&T per AT&T's request. Embarq will provide connections between AT&T's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of AT&T and provisioned per AT&T's order.

88.1.2. Embarq, at its sole discretion, shall permit AT&T to self-provision CCXCs to interconnect its network with that of another adjacently collocated telecommunications carrier in the same Embarq premises without application.

88.1.3. In those cases where AT&T's virtual and/or physical collocation space is adjacent in the central office, AT&T may have the option, at Embarq's sole discretion, of using AT&T's own technicians to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Embarq's technical and safety standards.

- 88.2. The term "Adjacent" in this Section 88 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. 51.323(k)(3).

## **89. RATES**

- 89.1. The rates for collocation are listed on Table Two.

- 89.2. If AT&T is the first collocater in the Embarq premises, AT&T will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater 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.

- 89.3. The rates and charges in this Agreement 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. If Embarq is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of AT&T's Collocation Arrangement, Embarq will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each AT&T collocated within the Premises, based on the total space utilized by each collocated AT&T. Should Embarq benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Embarq be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not AT&T was collocated in the Premises), Embarq shall absorb all of the costs related to such an upgrade.

89.4. Facility Modifications

- 89.4.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.
- 89.4.2. If a non-requesting party benefits from the modification, e.g. using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.
- 89.4.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
- 89.4.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.
- 89.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

**90. EMBARQ SERVICES AND OBLIGATIONS**

- 90.1. Embarq shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Embarq shall furnish air conditioning and/or other

environmental controls for the Collocation Space based on information provided by AT&T to Embarq in its Application which AT&T hereby represents to Embarq is sufficient to allow AT&T equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Embarq or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

90.1.1. If AT&T locates equipment or facilities in the Collocation Space which Embarq determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Embarq in the Building, Embarq reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by AT&T's equipment or facilities shall be paid by AT&T to Embarq. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

90.2. If Embarq, in the exercise of its reasonable business judgment, determines that the electricity provided to AT&T pursuant to this Section is insufficient to support the activity being carried on by AT&T in the Collocation Space, Embarq may require the installation of additional electrical circuits to provide AT&T with additional electricity and AT&T shall reimburse Embarq for any expenses incurred in making such additional electrical circuits available to AT&T's Collocation Space. AT&T shall also pay for additional electricity provided via these circuits.

90.2.1. AT&T covenants and agrees that Embarq shall not be liable or responsible to AT&T for any loss, damage or expense which AT&T may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for AT&T's requirements.

90.2.2. AT&T agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the AT&T's equipment shall not exceed the requested capacity.

90.2.3. Central office power supplied by Embarq into the AT&T equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated AT&T equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of AT&T equipment. The termination location shall be as agreed by the parties.

90.2.4. Embarq shall provide power as requested by AT&T to meet AT&T's need

for placement of equipment, interconnection, or provision of service.

90.2.5. Embarq power equipment supporting AT&T's equipment shall:

90.2.5.1. Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Embarq equipment;

90.2.5.2. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for AT&T equipment, or, at minimum, at parity with that provided for similar Embarq equipment;

90.2.5.3. Provide, upon AT&T's request and at AT&T's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) AT&T traffic;

90.2.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of AT&T equipment plus or minus 2 feet to the left or right of AT&T's final request; and

90.2.5.5. Provide feeder cable capacity and quantity to support the ultimate equipment layout for AT&T's equipment in accordance with AT&T's collocation request.

90.2.6. Embarq shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;

90.2.7. Embarq shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

90.2.8. Embarq will provide AT&T with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to AT&T equipment located in Embarq facility. Embarq shall provide AT&T immediate notification by telephone of any emergency power activity that would impact AT&T's equipment.

90.3. Subject to the provisions of Section 90.3.3 hereof, Embarq may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Embarq shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

- 90.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Embarq as required by applicable fire codes.
- 90.3.2. Embarq and Embarq's insurance carriers will perform regular inspections of fire protection systems, and AT&T hereby agrees to provide Embarq and Embarq's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Embarq agrees to provide AT&T with notice of its intent to access AT&T's Collocation Space where, in Embarq's sole discretion, such notice is practicable; provided, however, that no failure of Embarq to give such notice will affect Embarq's right of access or impose any liability on Embarq. Embarq will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of AT&T, its employees, agents or invitees, in which case AT&T shall reimburse Embarq for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, AT&T shall, if at fault, and at Embarq's option, replace Halon or other fire extinguishing material discharged as a result of AT&T's act or omission. AT&T shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if AT&T is aware of damage to the fire protection systems it shall promptly notify Embarq.
- 90.3.3. AT&T is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Embarq is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of Embarq, its officers, agents or employees.
- 90.4. Embarq shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Embarq's normal business practices.
- 90.4.1. Embarq shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by AT&T. If Embarq shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay is not caused by AT&T, AT&T's sole right and remedy shall be, after further notice to Embarq, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.
- 90.4.2. Embarq shall, where practical, provide AT&T with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Embarq shall have no

obligation to provide such notice if Embarq determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Embarq. AT&T shall pay Embarq for overtime and for any other expenses incurred if such work is done during other than normal working hours at AT&T's request. AT&T shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

90.4.3. The cost of all repairs and maintenance performed by or on behalf of Embarq to the Collocation Space which are, in Embarq's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by AT&T or AT&T's employees, invitees or agents, shall be paid by AT&T to Embarq within ten (10) Days after being billed for the repairs and maintenance by Embarq.

90.5. Embarq shall provide AT&T with notice via email three (3) Business Days prior to those instances where Embarq or its subcontractors perform work which is known to be a service affecting activity. Embarq will inform AT&T by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Embarq learns that such outage has occurred.

90.6. Embarq reserves the right to stop any service when Embarq deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Embarq agrees to use its best efforts not to interfere with AT&T's use of Collocation Space. Embarq does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Embarq.

90.6.1. No such interruption of service shall be deemed an eviction or disturbance of AT&T's use of the Collocation Space or any part thereof, or render Embarq liable to AT&T for damages, by abatement of AT&T Fees or otherwise, except as set forth in the Tariff, or relieve AT&T from performance of its obligations under this Agreement. AT&T hereby waives and releases all other claims against Embarq for damages for interruption or stoppage of service.

90.7. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, AT&T shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space.

90.7.1. Embarq reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Embarq may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Embarq personnel, or on Sundays and state and federal or other holidays recognized by Embarq, or, if AT&T's

Collocation Space is not fully segregated from areas of the Premises containing Embarq equipment, shall be subject to such reasonable rules and regulations as Embarq may from time to time prescribe for its own employees and third party contractors.

90.7.2. To require all persons entering or leaving the Premises during such hours as Embarq may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Embarq is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, unless the damage is the result of gross negligence or willful misconduct on the part of Embarq.

90.8. Embarq shall have access to AT&T's Physical Collocation Space at all times, via pass key or otherwise, to allow Embarq to react to emergencies, to maintain the space (not including AT&T's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Embarq, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of AT&T's Collocation Space has been established, and if conditions permit, Embarq will provide AT&T with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing AT&T the option to be present at the time of access. AT&T shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

90.8.1. To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Embarq deems necessary. AT&T hereby waives any claim for damage, injury, interference with AT&T's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Embarq's access rights, except in the event such damages result solely from the gross negligence or willful misconduct of Embarq.

90.8.2. To use any means Embarq may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Embarq by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of AT&T from the Collocation Space or any portion thereof.

## **91. AT&T'S OBLIGATIONS**

91.1. shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. shall promptly notify Embarq of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). shall provide regular janitorial service to

its Collocation Space and keep the Collocation Space clean and trash free.

91.2. AT&T agrees to abide by all of Embarq's security practices for non-Embarq employees with access to the Building, including, without limitation:

91.2.1. AT&T must obtain non-employee photo identification cards for each AT&T employee or vendor. Temporary identification cards may otherwise be provided by Embarq for employees or agents, contractors and invitees of AT&T who may require occasional access to the Collocation Space.

91.2.2. AT&T will supply to Embarq the completed access form for employees or approved vendors who require access to the Premises. Embarq may reasonably deny access to any person into the building. Embarq's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Embarq. Embarq may issue security cards, codes, or keys to AT&T's listed employees or vendors where such systems are available and their use by AT&T will not otherwise compromise building security. The rate for the issuance of security cards is listed on Table Two.

91.2.3. AT&T is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. AT&T will reimburse Embarq actual costs due to unreturned or replacement cards, codes, or keys.

91.2.4. In the event that a key is lost, AT&T is responsible for costs associated with recoring locks and reissuing keys to Embarq and other parties authorized to access the Premise.

91.2.5. AT&T's employees, agents, invitees and vendors must display identification cards at all times.

91.2.6. AT&T will assist Embarq in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.

91.2.7. Removal of all furniture, equipment or similar articles will be based on local Embarq security practices. These security practices will not be more stringent for AT&T than Embarq requires for its own employees or Embarq's contractors.

91.2.8. Before leaving the Collocation Space unattended, AT&T shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Embarq or any other party with equipment in the Building resulting from AT&T's failure to do so shall be the responsibility of AT&T. AT&T



will defend and indemnify Embarq from and against any claim by any person or entity resulting in whole or in part from AT&T's failure to comply with this section.

91.2.9. AT&T agrees that Embarq may provide a security escort for physical collocation, at no cost or undue delay to AT&T, to AT&T personnel while on Embarq Premises. While such escort shall not be a requirement to AT&T's entry into the Building, AT&T must allow the security escort to accompany AT&T personnel at all times and in all areas of the Building, including the Collocation Space, if so requested.

91.2.10. AT&T shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Embarq. AT&T shall promptly update this information as changes occur.

91.3. AT&T will provide Embarq with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Embarq equipment located in AT&T facility. AT&T shall provide Embarq immediate notification by telephone of any emergency power activity that would impact Embarq equipment.

91.4. AT&T shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the Embarq premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.

91.5. AT&T shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.

91.6. AT&T shall provide Embarq with written notice three (3) Business Days prior to those instances where AT&T or its subcontractors perform work, which is to be a known service affecting activity. AT&T will inform Embarq by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after AT&T learns that such outage has occurred so that Embarq can take any action required to monitor or protect its service.

91.7. AT&T may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by AT&T and at AT&T's expense, Embarq will provide basic telephone service with a connection jack in the Collocation Space.

91.8. AT&T shall, with the prior written consent of Embarq, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that AT&T may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.

91.8.1. If any governmental bureau, department or organization or Embarq's insurance carrier requires that changes or modifications be made to the fire

protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of AT&T in general is located, such changes, modifications, or additions shall be made by Embarq and AT&T shall reimburse Embarq for the cost thereof in the same proportion as the size of AT&T's Collocation Space as compared to the total available collocation space in the affected portion of the Building.

- 91.9. AT&T shall identify and shall notify Embarq in writing of any Hazardous Materials AT&T may bring onto the Premises, and will provide Embarq copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, *et seq.*). AT&T, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. AT&T will promptly notify Embarq of any releases of Hazardous Materials and will copy Embarq on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

91.9.1. AT&T shall provide Embarq copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.

91.9.2. If Embarq discovers that AT&T has brought onto Embarq's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Embarq may, at Embarq's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. AT&T shall be responsible for, without cost to Embarq, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. AT&T shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Embarq elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, AT&T shall have no recourse against Embarq and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Embarq for defaults under this Agreement.

91.9.3. AT&T shall indemnify and hold harmless Embarq, its successors and assigns against, and in respect of, any and all damages, claims, losses,

liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Embarq or asserted against Embarq by any other party or parties (including, without limitation, Embarq's employees and/or contractors and any governmental entity) arising out of, or in connection with, AT&T's use, storage or disposal of Hazardous Materials.

91.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

91.10. AT&T shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. AT&T shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Embarq, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

91.10.1. AT&T shall not exceed the Uniformly Distributed Live Load Capacity. Embarq shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. AT&T agrees to provide Embarq with equipment profile information prior to installation authorization.

91.10.2. AT&T shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of Embarq.

91.10.3. AT&T shall not use the name of the Building or Embarq for any purpose other than that of the business address of AT&T, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Embarq.

91.10.4. AT&T shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service

except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Embarq.

91.10.5. AT&T shall not place anything or allow anything to be placed near the glass of any door, partition or window which Embarq determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. AT&T shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

91.10.6. AT&T shall not, without the prior written consent of Embarq install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Embarq may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

91.10.7. AT&T shall not use the Collocation Space for housing, lodging or sleeping purposes.

91.10.8. AT&T shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.

91.10.9. AT&T shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.

91.11. AT&T, its employees, agents, contractors, and business invitees shall:

- 91.11.1. comply with all rules and regulations which Embarq may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and
- 91.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.
- 91.12. AT&T shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Embarq and securing the prior written consent of Embarq in each instance. Embarq's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of AT&T.
- 91.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Embarq's transaction of business. AT&T shall permit Embarq to inspect all construction operations within the Collocation Space.
- 91.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of AT&T or others shall become the property of Embarq, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Embarq shall have the right to require AT&T to remove such fixtures and installations, alterations or additions at AT&T's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.
- 91.12.3. All fixtures and other equipment to be used by AT&T in, about or upon the Collocation Space shall be subject to the prior written approval of Embarq, which shall not be unreasonably withheld.
- 91.13. Fireproofing Policy. AT&T shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Embarq. If AT&T desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of AT&T. Embarq shall have the right of prior approval of such utility or

service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Embarq's fireproofing policy, any penetrations by AT&T, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by AT&T with Embarq-approved fire barrier sealants, or by Embarq at AT&T's cost.

91.14. Equipment Grounding. AT&T equipment shall be connected to Embarq's grounding system.

91.15. Representations and Warranties. AT&T hereby represents and warrants that the information provided to Embarq in any Application or other documentation relative to AT&T's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that AT&T has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

## **92. BUILDING RIGHTS**

92.1. Embarq may, without notice to AT&T:

92.1.1. Change the name or street address of the Premises;

92.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;

92.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;

92.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding AT&T's safes;

92.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;

92.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Embarq shall direct and in all events at AT&T's sole risk and responsibility;

92.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to

the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. Embarq shall limit inconvenience or annoyance to AT&T as reasonably possible under the circumstances;

92.1.8. Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;

92.1.9. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude AT&T from the use expressly permitted by this Agreement, unless Embarq exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;

92.1.10. Close the Building at such reasonable times as Embarq may determine, under such reasonable regulations as shall be prescribed from time to time by Embarq subject to AT&T's right to access.

92.2. If the owner of the Building or Embarq sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Embarq's performance under this Agreement shall be excused to the extent of the inconsistency. Embarq hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Embarq to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

92.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and AT&T agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

### **93. INSURANCE**

93.1. During the term of this Agreement, AT&T shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:

93.1.1. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Embarq as additional insured;

93.1.2. Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming

Embarq as additional insured;

- 93.1.3. Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
  - 93.1.4. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Embarq as additional insured; and
  - 93.1.5. "All Risk" property insurance on a full replacement cost basis insuring AT&T's property situated on or within the Property, naming Embarq as loss payee. AT&T may elect to insure business interruption and contingent business interruption, as it is agreed that Embarq has no liability for loss of profit or revenues should an interruption of service occur.
- 93.2. Nothing contained in this Section shall limit AT&T's liability to Embarq to the limits of insurance certified or carried.
  - 93.3. All policies required of the AT&T shall contain evidence of the insurer's waiver of the right of subrogation against Embarq for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Embarq may carry.
  - 93.4. AT&T shall furnish to Embarq a certificate or certificates of insurance, satisfactory in form and content to Embarq, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Embarq.
  - 93.5. Embarq will carry not less than the insurance coverages and limits required of AT&T.



**94. INDEMNIFICATION**

94.1. AT&T shall indemnify and hold Embarq harmless from any and all claims arising from:

94.1.1. AT&T's use of the Collocation Space;

94.1.2. the conduct of AT&T's business or from any activity, work or things done, permitted or suffered by AT&T in or about the Collocation Space or elsewhere;

94.1.3. any and all claims arising from any breach or default in the performance of any obligation on AT&T's part to be performed under the terms of this Agreement; and

94.1.4. any negligence of the AT&T, or any of AT&T's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

94.2. If any action or proceeding is brought against Embarq by reason of any such claim, AT&T, upon notice from Embarq, shall defend same at AT&T's expense employing counsel satisfactory to Embarq.

94.3. AT&T shall at all times indemnify, defend, save and hold harmless Embarq from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of AT&T, or out of any work performed, material furnished, or obligations incurred by AT&T in, upon or otherwise in connection with the Collocation Space. AT&T shall give Embarq written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Embarq the opportunity of filing appropriate notices of non-responsibility. However, failure by Embarq to give notice does not reduce AT&T's liability under this Section.

94.3.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, AT&T shall give Embarq written notice thereof as soon as AT&T obtains such knowledge.

94.3.2. AT&T shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Embarq, at the cost and for the account of AT&T, from obtaining such discharge and release if AT&T fails or refuses to do the same within the thirty-day period.

94.3.3. If AT&T has first discharged the lien as provided by law, AT&T may, at AT&T's expense, contest any mechanic's lien in any manner permitted by law.

## **95. LIMITATION OF LIABILITY**

95.1. EMBARQ SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF AT&T'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY EMBARQ'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

95.2. EMBARQ WILL NOT BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), OR (C) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE THE COLLOCATION SPACE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT EMBARQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

## **96. PARTIAL DESTRUCTION**

96.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Embarq may, at its option, restore the Collocation Space to its previous condition. AT&T's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, Embarq notifies AT&T of its election to terminate AT&T's rights to the applicable Collocation Space. If Embarq does not elect to terminate AT&T's rights to the applicable Collocation Space, Embarq shall repair the damage to the Collocation Space caused by such casualty.

96.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of AT&T, its agents, employees, contractors, CLECs, customers or business invitees, unless Embarq otherwise elects, AT&T's rights

to the applicable Collocation Space shall not terminate, and, if Embarq elects to make such repairs, AT&T shall reimburse Embarq for the cost of such repairs, or AT&T shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.

- 96.3. If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Embarq may, at its election within ninety (90) Days of such casualty, terminate AT&T's rights to the applicable Collocation Space by giving written notice of its intent to terminate AT&T's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

## **97. EMINENT DOMAIN**

- 97.1. If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, AT&T's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Embarq shall have the right to terminate AT&T's rights to the applicable Collocation Space upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Embarq to AT&T for such cancellation, and AT&T shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

## **98. BANKRUPTCY**

- 98.1. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against AT&T, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare AT&T insolvent or unable to pay AT&T's debts, or AT&T makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for AT&T or for the major part of AT&T's property, Embarq may, if Embarq so elects but not otherwise, and with or without notice of such election or other action by Embarq, forthwith terminate this Agreement.

## **99. ASBESTOS**

- 99.1. AT&T is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and AT&T is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). AT&T agrees that it is responsible for contacting the appropriate Embarq manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that AT&T's employees, agents, or contractors may reasonably expect to encounter while performing activities in the

Premises. AT&T shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from AT&T's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Embarq. Embarq agrees to provide AT&T reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect AT&T's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Embarq will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Embarq Premises.

#### 100. MISCELLANEOUS

- 100.1. AT&T warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Embarq from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 100.2. Submission of this instrument for examination or signature by Embarq does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both Embarq and AT&T.
- 100.3. Neither Embarq nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by AT&T by implication or otherwise unless expressly set forth herein.
- 100.4. In the event of work stoppages, Embarq may establish separate entrances for use by personnel of AT&T. AT&T shall comply with any emergency operating procedures established by Embarq to deal with work stoppages.
- 100.5. The individuals executing this Agreement on behalf of AT&T represent and warrant to Embarq they are fully authorized and legally capable of executing this Agreement on behalf of AT&T.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**EMBARQ**

Date: 9/25/06

By: [Signature]

William E. Cheek

**AT&T Communications of the  
Southwest, Inc.**

Date: 9-19-06

By: [Signature]

Stephen G. Huels

(Printed Name)

President-Wholesale Markets

(Title)

(Printed Name)

Vice President

Global Access Management

(Title)

Table One

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY:	MISSOURI	3/31/2006
MRC	NRC			
		<b>RESALE DISCOUNTS</b>	<b>MRC</b>	<b>NRC</b>
		Other than Operator / DA	13.85%	
		Op Assist / DA	41.44%	
		<b>USAGE FILE CHARGES</b>	<b>MRC</b>	<b>NRC</b>
UF01		Message Provisioning, per message	\$0.00307	
UF02		Data Transmission, per message	\$0.00000	
	DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		<b>OTHER CHARGES</b>	<b>MRC</b>	<b>NRC</b>
	UP026	Temporary Suspension of Service for Resale - SUSPEND		\$0.00
	UP027	Temporary Suspension of Service for Resale - RESTORE		\$21.00
	UP028	PIC Change Charge, per change		Per Tariff
	DA030	Operator Assistance / Directory Assistance Branding		ICB
		<b>UNE LOOP, TAG &amp; LABEL / RESALE TAG &amp; LABEL</b>	<b>MRC</b>	<b>NRC</b>
	OC013	Tag and Label on a reinstall loop or an existing loop or resale		\$8.85
		<b>TRIP CHARGE</b>	<b>MRC</b>	<b>NRC</b>
	OC003	Trip Charge		\$18.40
		<b>RATE ELEMENT</b>		
		<b>SERVICE ORDER / INSTALLATION / REPAIR</b>	<b>MRC</b>	<b>NRC</b>
	SO001	Manual Service Order NRC		\$16.33
	SO002	Manual Service Order - Listing Only		\$16.33
	SO003	Manual Service Order - Change Only		\$16.33
	SO004	Electronic Service Order (IRES)		\$9.04
	SO005	Electronic Service Order - Listing Only		\$9.04
	SO006	Electronic Service Order - Change Only		\$9.04
	OC008	2-Wire Loop Cooperative Testing		\$38.76
	OC009	4-Wire Loop Cooperative Testing		\$47.61
	OC010	Trouble Isolation Charge		\$54.98
	OC016	Change Telephone Number, per change		\$9.04
	OC017	LNP Coordinated Conversion - Lines 1 -10		\$66.13
	OC018	LNP Coordinated Conversion - Each additional line		\$4.43
	OC023	LNP Conversion - 10 Digit Trigger		\$0.00
		<b>UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)</b>		
	OC021	DS1 Loop, per circuit		\$94.14

	OC021	DS1 Transport, per circuit		\$94.14
	OC022	DS3 Loop, per circuit		ICB
	OC022	DS3 Transport, per circuit		ICB
		<b>UNBUNDLED NETWORK ELEMENTS (UNE)</b>		
		<b>PRE-ORDER LOOP QUALIFICATION</b>	<b>MRC</b>	<b>NRC</b>
	PQ001	Loop Make-Up Information		\$11.05
		<b>LOOPS (RATES INCLUDE NID CHARGE)</b>	<b>MRC</b>	<b>NRC</b>
		<b>2-Wire Analog</b>		
AA013		Band 1	\$34.18	
AA014		Band 2	\$64.56	
AA015		Band 3	\$115.13	
	AA002	First Line		\$80.83
	AA003	Second Line and Each Additional Line (same time)		\$24.61
	AA004	Re-install (Cut Thru and Dedicated/Vacant)		\$49.38
	AA005	Disconnect		\$43.67
		<b>4-Wire Analog</b>		
AA017		Band 1	\$67.55	
AA018		Band 2	\$127.92	
AA019		Band 3	\$229.19	
	AA008	First Line		\$96.52
	AA009	Second Line and Each Additional Line (same time)		\$40.30
	AA010	Re-install (Cut Thru and Dedicated/Vacant)		\$62.98
	AA011	Disconnect		\$43.67
		<b>2-Wire xDSL - Capable Loop</b>		
AA013		Band 1	\$34.18	
AA014		Band 2	\$64.56	
AA015		Band 3	\$115.13	
	DX009	First Line		\$82.68
	DX002	Second Line and Each Additional Line (same time)		\$26.47
	DX003	Re-install (Cut Thru and Dedicated/Vacant)		\$49.38
	DD004	Disconnect		\$43.67
		<b>4-Wire xDSL - Capable Loop</b>		
DX010		Band 1	\$67.55	
DX011		Band 2	\$127.92	
DX012		Band 3	\$229.19	
	DX014	First Line		\$100.24
	DX015	Second Line and Each Additional Line (same time)		\$44.02
	DX016	Re-install (Cut Thru and Dedicated/Vacant)		\$62.98
	DX017	Disconnect		\$43.67
		<b>2-Wire Digital Loop</b>		

AA013		Band 1	\$34.18	
AA014		Band 2	\$64.56	
AA015		Band 3	\$115.13	
	DD002	First Line		\$82.68
	DD003	Second Line and Each Additional Line (same time)		\$26.47
	DD004	Disconnect		\$43.67
		<b>2-Wire ISDN-BRI Digital Loop</b>		
DD013		Band 1	\$58.33	
DD014		Band 2	\$110.21	
DD015		Band 3	\$196.11	
	DD002	First Line		\$82.68
	DD003	Second Line and Each Additional Line (same time)		\$26.47
	DD004	Disconnect		\$43.67
		<b>4-Wire Digital Loop (no electronics)</b>		
DD017		Band 1	\$67.55	
DD018		Band 2	\$127.92	
DD019		Band 3	\$229.19	
	DD006	First Line		\$100.24
	DD007	Second Line and Each Additional Line (same time)		\$44.02
	DD008	Disconnect		\$43.67
		<b>Digital 56k/64k Loop</b>		
DD021		Band 1	\$37.86	
DD022		Band 2	\$64.89	
DD023		Band 3	\$79.07	
	DD030	First Line		\$186.93
	DD031	Second Line and Each Additional Line (same time)		\$130.72
	DD004	Disconnect		\$43.67
		<b>DS1 Service and ISDN PRI Loop</b>		
DD025		Band 1	\$127.97	
DD026		Band 2	\$266.23	
DD027		Band 3	\$250.25	
	DD010	First Line		\$262.04
	DD011	Second Line and Each Additional Line (same time)		\$205.83
	DD008	Disconnect		\$43.67
		<b>DS3 Service</b>		
HC002	HC001	Add DS3 to existing fiber system	\$2,056.28	\$96.27
	HC003	Disconnect		\$17.39
		<b>LOOP CONDITIONING</b>	<b>MRC</b>	<b>NRC</b>
	LC001	Load Coil Removal for all Digital UNE and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.81
	LC002	Conditioning Engineering Charge - per loop		\$77.30



	LC003	Conditioning Trip Charge - per loop		\$18.05
		<b>The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.</b>		
		<b>Load Coil Removal: Loops 18kft or longer</b>		
	LC004	Unload cable pair, per Underground location		\$183.35
	LC005	Unload Add'l cable pair, UG same time, same location and cable		\$1.12
	LC006	Unload cable pair, per Aerial Location - First Pair		\$75.83
	LC007	Unload Add'l cable pair, AE or BU, same time, location and cable		\$1.12
		Unload cable pair, per Buried Location - First Pair		\$107.67
		<b>Bridged Tap or Repeater Removal - Any Loop Length</b>		
	LC012	Remove Bridged Tap or Repeater, per Underground Location		\$183.66
	LC013	Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable		\$1.42
	LC014	Remove Bridged Tap or Repeater, per Aerial Location - First Pair		\$76.14
	LC015	Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable		\$1.42
		Remove Bridged Tap or Repeater, per Buried Location - First Pair		\$107.97
		<b>SUB LOOPS (RATES INCLUDE NID CHARGE)</b>	<b>MRC</b>	<b>NRC</b>
		Sub-Loops Interconnection (Stub Cable)		ICB
		<b>2 Wire Voice Grade and Digital Data Distribution</b>		
SB002		Band 1	\$13.40	
SB003		Band 2	\$23.54	
SB004		Band 3	\$31.65	
	SB010	First Line		\$85.10
	SB011	Second Line and Each Additional Line (same time)		\$28.88
	SB012	Disconnect		\$46.43
		<b>4 Wire Voice Grade and Digital Data Distribution</b>		
SB006		Band 1	\$26.60	
SB007		Band 2	\$46.71	
SB008		Band 3	\$62.80	
	SB013	First Line		\$107.13
	SB014	Second Line and Each Additional Line (same time)		\$50.92
	SB015	Disconnect		\$46.43
		<b>DEDICATED INTEROFFICE TRANSPORT</b>	<b>MRC</b>	<b>NRC</b>
DT2	DT004	DS1	Refer to Dedicated Transport Tab	\$82.30
	DT005	DS1 Disconnect		\$17.39
DT3	DT007	DS3	Refer to Dedicated Transport Tab	\$82.30
	DT008	DS3 Disconnect		\$17.39

		<b>MULTIPLEXING</b>	<b>MRC</b>	<b>NRC</b>
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$171.41	\$82.30
	DT020	DS1-DS0 Disconnect		\$17.39
DT024	DT021	Multiplexing - DS3-DS1 (per DS3)	\$229.08	\$82.30
	DT022	DS3-DS1 Disconnect		\$17.39
		<b>UNBUNDLED DARK FIBER</b>	<b>MRC</b>	<b>NRC</b>
	DF007	<b>Dark Fiber Application &amp; Quote Preparation Charge</b> Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		\$260.63
		<b>Transport</b>		
DF009		Interoffice, per foot per fiber - Statewide Average	\$0.00420	
		<b>Additional Charges Applicable to Transport</b>		
DF011		Fiber Patch Cord, per fiber	\$0.7000	
DF012		Fiber Patch Panel, per fiber	\$0.7400	
	DF003	Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		\$179.67
	OC011	Dark Fiber End-to-End Testing, Initial Strand		\$62.48
	OC012	Dark Fiber End-to-End Testing, Subsequent Strand		\$17.46
		<b>EEL COMBINATIONS</b>	<b>MRC</b>	<b>NRC</b>
		<b>Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.</b>		
		<b>See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.</b>		
		<b>RECIPROCAL COMPENSATION</b>	<b>MRC</b>	<b>NRC</b>
		End Office - per MOU	\$0.006102	N/A
		Tandem Switching - per MOU	\$0.003561	N/A
		Shared Transport - per MOU	\$0.005780	N/A
		<b>TRANSIT SERVICE</b>	<b>MRC</b>	<b>NRC</b>
		Transit Service Charge - per MOU	\$0.009341	N/A
		<b>DATABASE, available via contract or tariff</b>	<b>MRC</b>	<b>NRC</b>
DB001		Local Number Portability query (LNP) - Contracted	\$0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	
DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.01450	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.00550	

OPERATOR SERVICES / DIRECTORY ASSISTANCE SERVICES			MRC	NRC
	DA002	Operator Services		Refer to Sprint Applicable Retail Tariff
	DA002	Directory Assistance Services		Refer to Sprint Applicable Retail Tariff
DIRECTORY SERVICES			MRC	NRC
	DA002	Directory - Premium & Privacy Listings		Refer to Sprint Applicable Retail Tariff
911 AND E911 TRANSPORT AND TERMINATION			MRC	NRC
DT2	DT004	911 and E911 Transport - DS1	Refer to Dedicated Transport Tab	\$82.30
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$171.41	\$82.30
DB011	DB007	DS0 911 Per Port (minimum of 2 DS0's required)	ICB	ICB
STREET INDEX GUIDE			MRC	NRC
	DB008	SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		\$18.00

LOOP BANDING		MO
Exchange Name	CLLI	Band
Clinton	CLTNMOXADS0	1
Ferrelview	FLVWMOXADS0	1
Ft. Leonard Wood	FTLWMOXADSA	1
Harrisonville	HNVLMOXARS0	1
Jefferson City	JFCYMOXADS0	1
Kearney	KRNYMOXADS1	1
Lebanon	LBNNMOXADS0	1
Lake Lotawana	LKLTMOXARS0	1
Lexington	LXTNMOXARS0	1
Maryville	MAVLMOXADS1	1
Oak Grove	OKGVMOXADS0	1
Pleasant Hill	PLHLMOXARS0	1
Rolla	ROLLMOXADS0	1
St. Robert	STRBMOXARS3	1
Tipton	TPTNMOXARS0	1
Warrensburg	WRBGMOXADS0	1
Waynesville	WYVLMOXARS7	1
Buckner	BCKNMOXARS0	2
California	CLFRMOXARS0	2
Holt Summit	HLSMMOXARS0	2
Odessa	ODSSMOXARS0	2
Platte City	PLCYMOXARS0	2
Taos	TAOSMOXARS0	2
Waverly	WVRLMOXA493	2
Appleton City	APCYMOXARS0	3
Blackburn	BLBNMOXARS0	3
Blairstown	BLTWMOXA498	3
Brazito	BRZTMOXARS0	3
Butler	BTLRMOXARS0	3
Chilhowee	CHLHMOXARS0	3
Clarksburg	CLBGMOXARS0	3
Cole Camp	CLCMMOXXDS0	3
Calhoun	CLHNMOXBRS0	3
Camden Pt.	CMPNMOXARS0	3
Centertown	CNTWMOXA584	3
Centerview	CNVWMOXA656	3
Coal	COALMOXA477	3
Craig	CRAGMOXARS0	3
Deepwater	DPWRMOXARS0	3
Dearborn	DRBRMOXA992	3
Edgerton	EGTNMOXA227	3
Eugene	EUGNMOXARS0	3
Fairfax	FRFXMOXARS0	3
Greenridge	GNRGMOXA527	3
Holden	HLDNMOXARS0	3
Henrietta	HNRTMOXA494	3
Holt	HOLTMOXA264	3

Houstonia	HOSTMOXA568	3
Hopkins	HPKNMOXA77A	3
Hardin	HRDNMOXA398	3
Ionia	IONIMOX A285	3
King City	KGCYMOXA535	3
Kingsville	KGVLMOX A597	3
Leeton	LETNMOXA653	3
Lincoln	LNCLMOXARS0	3
Lonejack	LNJCMOXARS0	3
Mound City	MDCYMOXARS0	3
Malta Bend	MLBNMOXA595	3
Missouri City	MSCYMOXA336	3
Montrose	MTRSMOX A693	3
New Bloomfield	NBFDMOXARS0	3
Norborne	NRBRMOXA594	3
Newburg	NWBGMOXARS0	3
Otterville	OEVLMOXA366	3
Orrick	ORCKMOXA496	3
Pickering	PCNGMOXA927	3
Richland	RCLDMOXARS0	3
Russellville	RLVLMOXARS2	3
Salem	SALMMOXADS0	3
Smithton	SHTNMOXA343	3
Strasburg	STBGMOXXRS0	3
St. Thomas	STTMMOXARS0	3
Sweet Springs	SWSPMOXARS0	3
Syracuse	SYRCMOXA298	3
Tarkio	TARKMOXARS0	3
Urish	URCHMOXA638	3
Wellington	WGTMNOXA934	3
Windsor	WNDSMOXARS0	3
Warsaw	WRSWMOXADS0	3
Weston	WSTNMOXARS0	3

DEDICATED TRANSPORT RATE SUMMARY				MISSOURI	
Route (CLLI to CLLI)		Route (Exchange to Exchange)		Dedicated	Dedicated
Originating	Terminating	Originating	Terminating	DS1 Rate	DS3 Rate
BRZTMOXARS0	CNTWMOXARS0	Brazito	Centertown	\$1,229.26	\$33,884.11
BRZTMOXARS0	EUGNMOXARS0	Brazito	Eugene	\$1,353.54	\$37,364.12
BRZTMOXARS0	JFCYMOXADS0	Brazito	Jefferson City	\$495.26	\$13,599.59
BRZTMOXARS0	NBFDMOXARS0	Brazito	New Bloomfield	\$1,541.49	\$42,626.93
BRZTMOXARS0	RLVLMOXARS2	Brazito	Russellville	\$1,209.35	\$33,326.78
BRZTMOXARS0	STTMMOXARS0	Brazito	St. Thomas	\$3,592.68	\$100,060.14
BRZTMOXARS0	TAOSMOXARS0	Brazito	Taos	\$1,116.29	\$30,721.11
CNTWMOXARS0	EUGNMOXARS0	Centertown	Eugene	\$1,592.29	\$44,049.04
CNTWMOXARS0	JFCYMOXADS0	Centertown	Jefferson City	\$734.01	\$20,284.52
CNTWMOXARS0	NBFDMOXARS0	Centertown	New Bloomfield	\$1,780.24	\$49,311.86
CNTWMOXARS0	RLVLMOXARS2	Centertown	Russellville	\$1,448.10	\$40,011.71
CNTWMOXARS0	STTMMOXARS0	Centertown	St. Thomas	\$3,831.43	\$106,745.06
CNTWMOXARS0	TAOSMOXARS0	Centertown	Taos	\$1,355.04	\$37,406.04
CNVWMOXARS0	WRBGMOXADS0	Centerview	Warrensburg	\$225.97	\$4,405.79
CLTNMOXADS0	WRBGMOXA10T	Clinton	Warrensburg	\$270.68	\$7,135.86
COALMOXARS0	CLTNMOXADS0	Coal	Clinton	\$886.75	\$23,458.52
CLCMMOXXRS0	IONIMOXARS0	Cole Camp	Ionia	\$917.93	\$22,373.58
EUGNMOXARS0	JFCYMOXADS0	Eugene	Jefferson City	\$858.28	\$23,764.53
EUGNMOXARS0	NBFDMOXARS0	Eugene	New Bloomfield	\$1,904.51	\$52,791.87
EUGNMOXARS0	RLVLMOXARS2	Eugene	Russellville	\$1,572.38	\$43,491.72
EUGNMOXARS0	STTMMOXARS0	Eugene	St. Thomas	\$3,955.70	\$110,225.07
EUGNMOXARS0	TAOSMOXARS0	Eugene	Taos	\$1,479.31	\$40,886.05
FLVWMOXADS0	KSCYMO5503T	Ferrelview	KsCyMO *	\$46.17	\$741.26
FLVWMOXADS0	KRNYMOXADS1	Ferrelview	Kearney	\$82.81	ICB
FLVWMOXADS0	PLCYMOXARS0	Ferrelview	Platte City	\$294.06	\$6,941.28
FLVWMOXADS0	WRBGMOXADS0	Ferrelview	Warrensburg	\$130.38	ICB
FTLWMOXARS0	STRBMOXARS3	Ft. Leonard Wood	St. Robert	\$141.35	\$2,854.50
FTLWMOXARS0	WYVLMOXARS7	Ft. Leonard Wood	Waynesville	\$141.35	\$2,854.50
HLDNMOXARS0	KGVLMOXARS0	Holden	Kingsville	\$625.15	\$15,315.59
JFCYMOXADS1	CLFRMOXARS0	Jefferson City	California	\$700.79	\$19,392.81
JFCYMOXADS0	HLSMMOXA	Jefferson City	Holts Summit	\$106.82	ICB
JFCYMOXADS0	NBFDMOXARS0	Jefferson City	New Bloomfield	\$1,046.23	\$29,027.34
JFCYMOXADS0	RLVLMOXARS2	Jefferson City	Russellville	\$714.09	\$19,727.19
JFCYMOXADS0	STTMMOXARS0	Jefferson City	St. Thomas	\$3,097.42	\$86,460.55
JFCYMOXADS0	TAOSMOXARS0	Jefferson City	Taos	\$621.03	\$17,121.52
LKLTMOXARS0	Lee's Summit	Lake Lotawana	(SWB) *	\$793.60	\$20,298.17
LKLTMOXARS0	Blue Springs	Lake Lotawana	(SWB) *	\$793.60	\$20,298.17
MAVLMOXADS1	MDCYMOXARS0	Maryville	Mound City	\$672.46	\$17,730.74
MAVLMOXADS1	PCNGMOXARS0	Maryville	Pickering	\$372.90	\$6,456.62
MAVLMOXADS1	TARKMOXARS0	Maryville	Tarkio	\$672.46	\$17,730.74
NBFDMOXARS0	RLVLMOXARS2	New Bloomfield	Russellville	\$1,760.33	\$48,754.53
NBFDMOXARS0	STTMMOXARS0	New Bloomfield	St. Thomas	\$4,143.65	\$115,487.89
NBFDMOXARS0	TAOSMOXARS0	New Bloomfield	Taos	\$1,667.26	\$46,148.86
ROLLMOXADS0	FTLWMOXADSA	Rolla	Fort Leonard Wood	\$130.27	\$2,695.92
ROLLMOXADS0	NWBGMOXARS0	Rolla	Newberg	\$164.99	\$4,390.45
ROLLMOXADS0	RICHMOXARS0	Rolla	Richland	\$259.93	\$6,236.20

ROLLMOXADS0	SALMMOXADS0	Rolla	Salem	\$211.23	\$4,816.11
ROLLMOXADS0	STRBMOXARS3	Rolla	St. Robert	\$130.27	\$2,695.92
ROLLMOXADS0	WYVLMOXARS7	Rolla	Waynesville	\$130.27	\$2,695.92
RLVLMOXARS2	STTMMOXARS0	Russellville	St. Thomas	\$3,811.52	\$106,187.73
RLVLMOXARS2	TAOSMOXARS0	Russellville	Taos	\$1,335.13	\$36,848.71
STRBMOXARS3	WYVLMOXARS7	St. Robert	Waynesville	\$141.35	\$2,854.50
STTMMOXARS0	TAOSMOXARS0	St. Thomas	Taos	\$3,718.46	\$103,582.07
WRBGMOXADS0	BCKNMOXARS0	Warrensburg	Buckner	\$732.63	\$19,488.60
WRBGMOXADS0	CLCMMOXADS0	Warrensburg	Cole Camp	\$588.52	ICB
WRBGMOXADS0	HNVLMOXARS0	Warrensburg	Harrisonville	\$270.68	\$7,307.12
WRBGMOXADS0	HLDNMOXRS0	Warrensburg	Holden	\$381.87	\$10,462.85
WRBGMOXADS0	KRNYMOXADS1	Warrensburg	Kearney	\$129.97	ICB
WRBGMOXADS0	LXTNMOXARS0	Warrensburg	Lexington	\$931.58	\$24,903.20
WRBGMOXADS0	LNJCMOXARS0	Warrensburg	Lone Jack	\$526.86	\$14,250.88
WRBGMOXADS0	MAVLMOXADS1	Warrensburg	Maryville	\$153.85	ICB
WRBGMOXADS0	OKGVMOXADS0	Warrensburg	Oak Grove	\$588.52	ICB
WRBGMOXADS0	ODSSMOXARS0	Warrensburg	Odessa	\$752.99	\$19,903.02
WRBGMOXADS0	SHTNMOXA343	Warrensburg	Smithton	\$2,243.53	\$61,637.78
WRBGMOXADS0	WRSWMOXADS1	Warrensburg	Warsaw	\$835.65	ICB
WRBGMOXADS0	WGTNMOXA934	Warrensburg	Wellington	\$931.58	\$24,903.20

**Table Two**

Table 2: Rates for the State of Missouri

<b>Rate Element Description</b>		
<b>Physical and Virtual Collocation Elements</b>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
<b>Application Fees</b>		
New Collocation - Application Fee	\$ 2,747.99	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 5,683.12	N/A
Minor Augment Fee	\$ 813.48	N/A
Minor Augment - Administrative & Project Management Fee	\$ 740.45	N/A
Minor Augment - Transmission Engineering Fee	\$ 540.58	N/A
Major Augment Fee	\$ 1,630.16	N/A
Major Augment - Administrative & Project Management Fee	\$ 1,918.04	N/A
Major Augment - Transmission Engineering Fee	\$ 1,587.94	N/A
Space Report (per wire center)	\$ 889.47	N/A
<b>Security Cage Construction</b>		
Security Cage - Engineering	\$ 489.53	N/A
Security Cage - Construction (per Linear Foot)	\$ 48.36	N/A
<b>Floor Space</b>		
Floor Space (per Square Foot)	N/A	\$ 11.57
<b>DC Power</b>		
Power Costs (per Load Ampere Ordered)	N/A	\$ 18.74
Power Costs (per Connection to Power Plant up to 30 Amps)	\$ 1,351.85	\$ 16.08
Power Costs (per Connection to Power Plant 31-60 Amps)	\$ 2,358.66	\$ 26.33
Power Costs (per Connection to Power Plant 61-100 Amps)	\$ 8,703.98	\$ 85.79
Additional Cost per Foot Over 110 Linear Feet	\$ 167.99	\$ 1.57
Power Costs (per Connection to Power Plant 101-200 Amps)	\$ 19,171.25	\$ 185.72
Additional Cost per Foot Over 110 Linear Feet	\$ 317.45	\$ 2.96
<b>AC Power</b>		
AC Outlet Installation (per 20 amp outlet)	\$ 1,094.61	N/A
Overhead Lights (per set of 2)	\$ 1,605.26	N/A
<b>Cross Connect Facilities</b>		
DS0 Switchboard Cable (per each 100 Pair cable)	N/A	\$ 28.46
DS0 Co-Carrier Direct Cabling (per each 100 Pair Switchboard Cable)	\$ 524.41	\$ 8.17
DS1 Cross Connect (per each DS1 in 28-pack Increments)	N/A	\$ 1.62
DS1 Co-Carrier Direct Cabling (per each 28-pack Cable)	\$ 538.71	\$ 9.66
DS3 Cross Connect (per each DS3 in 12-pack Increments)	N/A	\$ 20.33
DS3 Co-Carrier Direct Cabling (per each 12-pack Cable)	\$ 1859.23	\$ 22.67
Optical Cross-Connect (per each 4-Fiber Cable)	N/A	\$ 16.26
Optical Co-Carrier Direct Cabling (per each 4-Fiber Cable)	\$ 211.59	\$ 10.15



Internal Cable Space (per each 48-Fiber Cable)	N/A	\$ 46.34
Internal Cable Space (per each 100-Pair Copper Stub Cable)	N/A	\$ 31.42
Internal Cable (per each 48-Fiber Cable)	\$ 1,173.14	\$ 37.84
Internal Cable (per each 100-Pair Copper Stub Cable)	\$ 184.09	\$ 52.29

Table 2: Rates for the State of Missouri (continued)

<b>Physical and Virtual Collocation Elements</b> (continued)	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
<b>Security Card</b>		
Security Card (per Card)	\$ 15.00	N/A
<b>Additional Labor Charges (Physical or Virtual)</b>		
Additional Labor 1/4 hour CO Technician - Regular	\$ 11.78	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 17.67	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 23.56	N/A
Additional Labor 1/4 hour CO Engineer	\$ 14.96	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 12.68	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 19.02	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 25.36	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 13.49	N/A
<b>Adjacent Onsite Collocation</b>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
All elements	ICB	ICB
<b>Remote Terminal Collocation</b>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
All elements	ICB	ICB

## **Exhibit A – TRRO Wire Center Thresholds as of June 1, 2006**

### **LOOPS**

**Wire Centers exceeding the UNE Loop DS1 Threshold (60,000 Business Access Lines and 4 fiber based collocators)**

<b><u>State</u></b>	<b><u>Wire Center</u></b>	<b><u>CLLI</u></b>	<b><u>Effective</u></b>
NV	West 6	LSVGNVXK	April 22, 2005
NV	South 5	LSVGNVXG	June 1, 2006

**Wire Centers exceeding the UNE Loop DS3 Threshold (38,000 Business Access Lines and 4 fiber-based collocators)**

<b><u>State</u></b>	<b><u>Wire Center</u></b>	<b><u>CLLI</u></b>	<b><u>Effective</u></b>
NV	Main	LSVGNVXB	April 22, 2005
NV	West West	LSVGNVXW	April 22, 2005
NV	South 6	LSVGNGXL	June 1, 2006

### **TRANSPORT**

**Tier 1 Wire Centers for UNE Dedicated Transport**

<b><u>State</u></b>	<b><u>Wire Center</u></b>	<b><u>CLLI</u></b>	<b><u>Effective</u></b>
FL	Altamonte Springs	ALSPFLXA	April 22, 2005
FL	Fort Myers	FTMYFLXA	April 22, 2005
FL	Maitland	MTLDFLXA	April 22, 2005
FL	Tallahassee	TLHSFLXA	April 22, 2005
FL	Winter Park	WNPKFLXA	April 22, 2005
NV	East 1	LSVGNVXR	June 1, 2006
NV	Main	LSVGNVXB	April 22, 2005
NV	South 5	LSVGNVXG	April 22, 2005
NV	West 6	LSVGNVXK	April 22, 2005
NV	South 6	LSVGNVXL	April 22, 2005
NV	South South	LSVGNVXV	April 22, 2005
NV	West West	LSVGNVXW	April 22, 2005
TN	Bristol	BRSTTNXA	April 22, 2005
TN	Johnson City	JHCYTNCX	April 22, 2005
TN	Kingsport	KGPTTNXA	April 22, 2005

**Tier 2 Wire Centers for UNE Dedicated Transport**

<b><u>State</u></b>	<b><u>Wire Center</u></b>	<b><u>CLLI</u></b>	<b><u>Effective</u></b>
FL	Goldenrod	GLRDFLXA	April 22, 2005
FL	Lake Brantley	LKBRFLXA	April 22, 2005
FL	Naples	NPLSFLXD	June 1, 2006
FL	Ocala	OCALFLXA	June 1, 2006
FL	Tallahassee	TLHSFLXD	April 22, 2005
MO	Jefferson City	JFCYMOXA	April 22, 2005
NC	Fayetteville	FYVLNCXA	April 22, 2005
NC	Rocky Mount	RCMTNCXA	April 22, 2005
VA	Charlottesville	CHVLVAXA	June 1, 2006

**All other Sprint Wire Centers are currently considered Tier 3 Wire Centers for UNE Dedicated Transport**