Sherry L. Doctorian

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September 15, 1999

Mr. Dale Hardy Roberts, Secretary Missouri Public Service Commission P.O. Box 360 Jefferson City, Missouri 65102

FILED²

Interconnection Agreement between Southwestern Bell Telephone Company Re: and Computer Business Sciences, Inc., Case No. TO-2000-209

Dear Mr. Roberts:

Enclosed for filing on behalf of Computer Business Sciences, Inc., in the above-referenced case, please find six copies of Page 87 of 112 to the Interconnection Agreement which was filed with the Missouri Public Service Commission on September 1, 1999. This page was erroneously omitted from the original filing. I would appreciate it if you could file stamp the receipt copy and return it to me.

Would you please see that a copy of this page is inserted into its appropriate place within the Interconnection Agreement.

A copy of this page will be hand-delivered this date to the Office of the Public Counsel.

I apologize for any inconvenience this may have caused. If you have any questions or comments regarding this filing, please do not hesitate to call me. Thank you for your assistance with this matter.

SEP 15 1999

Records

Public Service Commission

SLD/nh Enclosure

cc: Office of the Public Counsel

Mr. Phil Garcia

Sincerely,

ARMSTRONG TEASDALE LLP

Sherry L. Doctorian

presence of Applicant's facilities on or within SWBT's poles, ducts, conduits, or rights-of-way; or

- (b) claims based on the violation by Applicant of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 21.12 Applicant's General Indemnity Obligations to SWBT. This section applies only in those situations not expressly covered by Sections 21.05-21.11 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from Applicant's enforcement of its rights against SWBT pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 21.04, Applicant shall indemnify, on request defend, and hold SWBT harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Applicant's access to or use of SWBT's poles, ducts, conduits, or rights-of-way, Applicant's performance of any acts authorized under this Agreement, or the presence or activities of Applicant's employees or other personnel acting on Applicant's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.
- 21.13 SWBT's General Indemnity Obligations to Applicant. This section applies only in those situations not expressly covered by Sections 21.05-21.10 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from SWBT's enforcement of its rights against Applicant pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, SWBT shall indemnify, on request defend, and hold Applicant harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with SWBT's access to or use of SWBT's poles, ducts, conduits, or rights-of-way, SWBT's performance of any acts authorized under this Agreement, or the presence or activities of SWBT's employees or other personnel acting on SWBT's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.
- 21.14 No Rights, Claims, Causes of Action, or Remedies for the Benefit of Third Parties. Nothing contained in this article is intended to create any rights, claims, causes of action, or remedies for the benefit of any third party.
- 21.15 <u>Assertion of Limitation of Liability Defenses</u>. Each party shall diligently assert the limitation of liability provisions of any applicable tariff or contract in any case

