

5.0 OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

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

5.2 Contact Numbers

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

5.3 Trouble Report

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

5.4 Removal

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

5.5 Hazardous Waste & Materials

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

5.6 Safety

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

5.7 Collocator's Equipment and Facilities

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

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

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

5.8 Insurance

5.8.1 Coverage Requirements

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

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

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

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

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

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

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

5.8.2 Self-Insured

Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a

financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, Paragraph 5.8.1, Coverage Requirements, shall immediately apply.

6.0 ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

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

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

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

When a collocator constructs its own cage and related equipment, the collocator will not be subject to the Cage Common Systems Materials Charge as set forth in paragraph 21.2 following. The collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Paragraph 16.3 following will apply.

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

- B. Caged Shared Collocation - SWBT will provide Caged Shared Collocation as set forth in Section 7 entitled "Use By Other Local Service Providers." Two or more collocators

may initially apply at the same time to share a caged collocation space as set forth in Paragraph 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

- C. Caged Common Collocation - SWBT will provide Caged Common Collocation as set forth in Section 7.1.1.
- D. Cageless Collocation - SWBT will provide in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2. Under this arrangement, SWBT will provide space in single bay increments, including available space adjacent to or next to SWBT's equipment. Collocators will have direct access to their equipment 24 hours a day, 7 days a week without need for a security escort. SWBT will not require collocators to use an intermediate interconnection arrangement such as a POT frame. SWBT may take reasonable steps to protect its own equipment as provided in Section 6.1.2. Accordingly, SWBT will not provide a Collocator's personnel or agents with direct access to SWBT's main distribution frame.
- E. Adjacent Space Collocation - Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this appendix SWBT will permit Collocators to physically collocate in adjacent controlled environmental vaults or similar structures that SWBT uses to house equipment, to the extent technically feasible. SWBT and CLEC will mutually agree on the location of the designated space on SWBT premises where the adjacent structure will be placed. SWBT will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements. SWBT will offer the following increments of power: SWBT will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SWBT will provide DC power within two cable options that allow increments of 20, 40, 50, 100, 200 and 400 AMPS to the adjacent structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. SWBT will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this agreement.

Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SWBT shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site

Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SWBT's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this agreement for access to unbundled network elements. The interim rates, subject to true up, established in this agreement for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure.

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

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

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

6.1.1.1 Active/Inactive Space Determination

As provided in Section 6.2.1 of this appendix, SWBT shall notify the Collocator in writing as to whether its request for collocation has been granted or denied within 10 days of submission of the completed application. In its notification, SWBT shall also inform the Collocator if the space available for the requested collocation space will be Active or Other (Inactive) Collocation Space, as those terms are defined in Section 2 of this appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

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

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

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

6.1.2 Security

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

of implementing or operating security arrangements for any marketing or other purpose in aid of competing with collocators.

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

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

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

reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

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

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

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

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

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

6.1.3 Interval

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

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

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

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

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

- 28 DS1s (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3s (cabling only; panels, relay racks and overhead racking exist)

- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Additional overhead lighting and/or
- Cage-to-cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC power requirements where only a fuse change is required

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

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

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

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

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

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

The above sixty (60) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area

and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SWBT bays, SWBT cable racks and/or cage expansions within Active Central Office space different than described above will require the collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed 90 days. SWBT will work cooperatively with collocators to negotiate mutually agreeable construction intervals for other augments not specifically provided for above.

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

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

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

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

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

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

elevation drawing) specifying bay(s) for the collocater's point of termination. The shortened intervals are:

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

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

6.1.4 Revisions

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

6.2 Space Availability Determination and Resolution

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

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

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

1. Central Office Common Language Identifier, where applicable;
2. The identity of the requesting Collocator, including amount of space sought by the Collocator;
3. Total amount of space at the premises;
4. Detailed Floor plans, accompanied with proper legend and scale to assist in the interpretation of the floor plan and sufficient measurements to interpret size and spacing, including measurements of SWBT's premises, showing:
 - a. Space housing SWBT network equipment, non-regulated services space and administrative offices;
 - b. Space housing obsolete unused equipment;
 - c. Space occupied by SWBT affiliates;
 - d. Space which does not currently house SWBT equipment or administrative offices but is reserved by SWBT for future use by SWBT or its affiliates;
 - e. Space occupied by and/or reserved for Collocators for the purpose of network interconnection or access to unbundled network elements (including identification of each Collocator);
 - f. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
 - g. Identification of turnaround space for switch or other equipment; removal plans and timelines, if any;
 - h. Planned Central Office rearrangement/expansion plans, if any; and
 - i. Remaining space, if any, and
5. Description of other plans, if any, that may relieve space exhaustion including plans showing any adjacent space not technically considered as part of Eligible Structure. Other relevant information requested by the Third Party Reviewer.

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

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

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

The burden of proof shall be on SWBT to justify the basis for any denial of collocation requests. A Collocator that contests SWBT's position concerning the denial of a collocation request shall pay 50% of the fee associated with the Third Party Engineer review and SWBT shall pay the remaining 50%. A Third Party Engineer shall be assigned on a rotating basis from a list maintained by a neutral third party. The neutral third party shall be selected and the process for Third Party Engineer selection shall be designed by the Commission with input from SWBT and CLECs. However, until the neutral third party process is in place, the list shall be maintained and the Third Party Engineer shall be assigned by the Commission. The Collocator does not have to obtain agreement from SWBT on the selection of the Third Party Engineer from the list maintained by a neutral third party or the Commission. The Third Party Engineer shall review not only the reports by SWBT and the Collocator, but shall also undertake an independent evaluation to determine whether collocation space is available in the Eligible Structure. The scoped work will request that the Third Party Engineer provide an independent evaluation of the use and reservation of Collocator space as well as SWBT space. The Third Party Engineer shall examine the factors listed in Section 6.2.1 above, as well as any other factors that are specified elsewhere in this Appendix (e.g., Section 2 definition of ("Legitimately Exhausted")) and any other information the Third Party Engineer deems to be relevant to his determination. The Third Party Engineer shall also conduct its review under the presumption that the burden of proof shall be on SWBT to justify the basis for any denial of collocation requests. After determination by the Third Party Engineer and, if appealed, determination by the Commission, the losing party shall reimburse all costs associated with the Third Party Engineer process.

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

- 6.2.2 At SWBT's option in central offices and at SWBT's option in other Eligible Structures where physical (including cageless) collocation space is available or at the collocator's option in CEVs, huts and cabinets where physical collocation space is not available, SWBT will provide one or more of the alternate types of virtual collocation consistent with the terms of SWBT's virtual collocation appendix for interconnection to SWBT under 47 U.S.C. 251 (c) (2) or access to SWBT's unbundled network elements under 47 U.S.C. 251 (c) (3) of the FTA 96.

- 6.2.3 SWBT will make every attempt to provide the Collocator with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 6.2.4 SWBT will submit to a requesting carrier a report indicating SWBT's available collocation space in a particular SWBT Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that SWBT is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

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

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

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

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

6.3 Relocation

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

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

6.4 Occupancy

Unless there are unusual circumstances, SWBT will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SWBT completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the

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

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

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

6.5 Cancellation Prior to Due Date

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

6.6 Billing

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

6.6.1 Billing Dispute Resolution

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

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

- a. The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- b. The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and
- c. The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- d. In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:
 - i. The escrow account is an interest bearing account;
 - ii. All charges associated with opening and maintaining the escrow account will be borne by the Collocator;
 - iii. That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;
 - iv. All interest earned on deposits to the escrow account shall be disbursed to Collocator and SWBT in the same proportion as the principal; and

- v. Disbursements from the escrow account shall be limited to those: authorized in writing by **both Collocator and SWBT** (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.7 of this appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this appendix.

6.6.3 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this appendix.

6.6.4 Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this appendix, SWBT shall make an investigation as shall be required by the particular case, and report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.1 on or before the Bill Due Date, SWBT will report the results of its investigation within 60 calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.4, the Collocator must notify SWBT in writing within thirty days following receipt of the results of SWBT's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.5 of this appendix.

6.6.5 Informal Resolution of Billing Disputes

Upon receipt by SWBT of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this appendix, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

6.6.6 Formal Resolution of Billing Disputes

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

after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this appendix.

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

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

6.6.7 Arbitration

Disputes subject to mandatory or elective arbitration under the provisions of this appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Jefferson City, Missouri unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The parties may submit written briefs upon a schedule determined by the arbitrator. The parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this agreement. The times specified in this Section 6.6.7 may be extended or shortened upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Each party will bear its own costs of these procedures, including attorneys' fees. The parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be

entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.6.8 Immediately upon resolution of any billing dispute, SWBT and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

- a. SWBT shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute;
- b. within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon;
- c. within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SWBT shall be disbursed to SWBT by the Third Party escrow agent, together with any interest accrued thereon; and
- d. no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SWBT any difference between the amount of accrued interest SWBT received from the escrow disbursement and the amount of Late Payment Charges SWBT billed and is entitled to receive pursuant to Section 6.7 of this appendix.

6.6.9 Failure by the Collocator to pay any charges determined to be owed to SWBT within the time specified in Section 6.6.7 shall be grounds for immediate re-entry and termination of services provided under this appendix.

6.6.10 Billing for Caged Shared and Caged Common Collocation Arrangements

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

6.7 Late Payment Charge

If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SWBT as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (a) the rate used to

compute the Late Payment Charge in SWBT's Missouri intrastate access services tariff and (b) the highest rate of interest that may be charged under Missouri law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

6.8 Allowances for Interruptions

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

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

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

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

7.0 USE BY OTHER LOCAL SERVICE PROVIDERS

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

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

will be provided where space permits when five (5) or more Collocators have provided SWBT with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SWBT will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SWBT will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor as approved by the Commission. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.10.

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

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

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

8.0 FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

- 8.1.1 The collocator shall use a dielectric fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an ICB. SWBT will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SWBT that use of such cable will not impair SWBT's ability to service its own customers or subsequent collocators.
- 8.1.2 SWBT shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry

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

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

8.2 Demarcation Point

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

9.0 USE OF DEDICATED SPACE

9.1 Nature of Use

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

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

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

9.2 Equipment List

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

9.2.1 Subsequent Requests to Place Equipment

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

9.2.2 Limitations

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

9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities used or useful for interconnection to SWBT or for accessing SWBT's unbundled network elements. The Collocator's employees, agents and

contractors shall be permitted access to their collocated equipment 7 days a week, 24 hours a day without a security escort. Collocators shall provide SWBT with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SWBT will provide Collocators with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SWBT's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 B. of this Appendix).

- 9.3.2 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SWBT, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.
- 9.3.3 SWBT will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SWBT and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SWBT's personnel.

9.4 Threat to Personnel, Network or Facilities

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

9.5 Interference or Impairment

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

9.6 Interconnection to Others

Within a contiguous area within the eligible structure, SWBT will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only

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

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

9.7 Personal Property and Its Removal

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

9.8 Alterations

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

10.0 STANDARDS

10.1 Minimum Standards

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

10.2 Revisions

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

10.2.1 Dispute Resolution Process for Revisions or Implementation of Technical Publications

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

10.3 Compliance Certification

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Paragraph 9.2 Equipment List; Paragraph 9.2.1 Subsequent

Requests to Place Equipment; or otherwise, shall be compliant with Bellcore NEBS Level 1 safety requirements, except to the extent that SWBT has deployed the same noncompliant network equipment in the network area(s) of its central offices. The collocator may place Digital Loop Carrier Equipment, and/or, Digital Subscriber Line Carrier Equipment of its choosing in its space.

11.0 RE-ENTRY

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

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

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

12.0 INDEMNIFICATION OF SWBT

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

Collocators shall indemnify and hold harmless SWBT the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities,

obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against SWBT where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SWBT or its employees. The provisions in this section are reciprocal and applicable also to SWBT.

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

13.0 SERVICES AND MAINTENANCE

13.1 Operating Services

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

13.2 Maintenance

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

13.3 Equipment Staging and Storage

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

13.4 Legal Requirements

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

14.0 SWBT's RIGHT OF ACCESS

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

15.0 GENERAL

- 15.1 The rates and charges in this appendix are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 1, Paragraph 2 of this appendix. SWBT allocates the charges for space preparation and security charges on a prorated basis so the first collocater in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the eligible structure. SWBT will rent parking spaces to Collocaters on a first-come, first-served basis if such space is available. Collocaters may not park in spaces that are reserved for SWBT vehicles and which are designated as reserved. SWBT shall not unreasonably reserve for its own use all parking at the Eligible Structure. Collocaters shall be allowed to have reasonable use of and access to loading docks. Collocaters and SWBT are required to follow all posted traffic and SWBT signs and follow all applicable parking and traffic laws and ordinances.
- 15.3 The rates and charges in this appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.

- 15.3.1 If SWBT is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, SWBT will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Structure, based on the total space utilized by each Collocator.
- 15.3.2 Should SWBT benefit in any way whatsoever from the ADA upgrades, it shall absorb half of the cost when there is one benefiting collocator, one-third when there are two, and so on.
- 15.3.3 Should SWBT be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a collocator was collocated in the CO), SWBT shall absorb all of the costs related to such an upgrade.
- 15.4 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in a negotiated interconnection agreement and any applicable SWBT tariffs.
- 15.5 The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the collocator chooses a month-to-month term.

16.0 PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this section. These rates and charges are found in Paragraph 21 Rates and Charges, following.
- 16.2 SWBT will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges (as defined in Paragraph 17.2.2 following), using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SWBT will permit Collocators to review the contractor invoices. To insure efficient use of space, SWBT will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SWBT will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SWBT will not require Collocators to use separate rooms or floors which only serves to increase the cost of collocation and decrease the amount of available collocation space. SWBT will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.
- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements.

However, any such contractor shall be subject to the approval of SWBT, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SWBT, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval set forth in Paragraph 6.1.3 Interval, preceding with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

- 16.4 The collocator may elect to install its own Point of Termination (POT) Frame, or request that SWBT provide and install a POT Frame, to be placed in the collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, SWBT must still provide and install the required DC power panel as set forth in 20.7, DC Power Panel, following. In this case, the construction interval set forth in Paragraph 6.1.3 Interval, may be exceeded.

17.0 CHARGES

17.1 Monthly Charges

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

17.2 Nonrecurring Charges

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

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

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

17.3 Individual Case Basis (ICB)

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

17.4 Outstanding Balances

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

18.0 REGENERATION

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

19.0 RECONCILIATION OF INTERIM COLLOCATION AGREEMENTS

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

20. RATE ELEMENTS

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

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

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

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

20. RATE ELEMENTS (Cont'd)**20.2 Application/Project Management Fees**

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

20.3 Caged Collocation

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

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

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

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

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

(A) Eligible Structure Floor Space Charges

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

- Construction costs
- Operating costs

(B) Telecommunications Infrastructure Space Charge

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

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

(C) Cage Common Systems Materials Charge

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

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

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

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

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

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

(E) RSM Option

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

20.3.1 Caged Common Collocation

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

20. RATE ELEMENTS (Cont'd)**20.3.1 Caged Common Collocation (Cont'd)**

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

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

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

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

(A) Eligible Structure Floor Space Charges

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

- Construction costs
- Operating costs

20. RATE ELEMENTS (Cont'd)**20.3.1 Caged Common Collocation (Cont'd)****(B) Telecommunications Infrastructure Space Charge**

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

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

(C) Caged Common Collocation Systems Materials Charge

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

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

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

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

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

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

(E) RSM Option

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

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

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

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

(A) Eligible Structure Floor Space Charges

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

- Construction costs
- Operating costs

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

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

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

(C) Cageless Common Systems Materials Charge

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

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

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

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

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

(E) RSM Option

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

20.5 DC Power

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

20. RATE ELEMENTS (Cont'd)**20.6 DC Power Panel (Maximum 50 AMP)**

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

20.7 DC Power Panel (100 or 200 AMP)

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

20.8 DC Transmission Energy Charge

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

20.9 Eligible Structure Ground Cable Arrangement, Each

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

20.10 Security Cards

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

20.11 Timing Source Arrangement

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

20. RATE ELEMENTS (Cont'd)**20.12 Optional Standard Bay or Cabinet, Each**

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

20.13 Interconnection Arrangement Options

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

20.13.1 DS1 Interconnection Arrangement (DSX or DCS), Each

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

20.13.2 DS3 Interconnection Arrangement (DSX or DCS), Each

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

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

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

20.13.4 Shielded Cable Arrangement, Each

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

20.14 Optical Circuit Arrangement

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

20.15 Timing Interconnection Arrangement (Optional)

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

20.16 Copper Cable Termination Arrangement, Each (Optional)

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

20.17 Power Arrangement

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