

Licensee, whereupon Licensee shall be required to submit a COR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of Licensee's Facilities.

- 13.3 Access to SPECTRA's conduit(s) for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of Section 20 of this Agreement.

14. Unauthorized Occupancy of SPECTRA Conduit.

- 14.1 It is agreed that a charge equal to five (5) times the amount of the then current Occupancy Fee shall be paid by Licensee to SPECTRA for each unauthorized occupancy of SPECTRA's conduit(s) by Licensee. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay SPECTRA an Occupancy Fee for each unauthorized occupancy accruing from the date the unauthorized occupancy first began. In the event that the date the unauthorized occupancy first began cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first COR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to SPECTRA all costs incurred by SPECTRA to rearrange Licensee's Facilities that are unauthorized if such rearrangement is required to safeguard SPECTRA's facilities or to accommodate the facilities of another party whose facilities would not have required a rearrangement but for the presence of Licensee's unauthorized facilities. Licensee also shall pay to SPECTRA all costs incurred by SPECTRA to reinforce, replace or modify any SPECTRA conduit(s), which reinforcement, replacement or modification is required as a result of the unauthorized occupancy by Licensee. The Occupancy Fee referenced in this subsection 14.1 shall be determined in the same manner as such a fee would have been determined if the occupancy had been authorized by SPECTRA.

- 14.2 For purposes of this section, an unauthorized occupancy shall include, but not be limited to:

- 14.2.1 The presence of Licensee's Facilities in any SPECTRA conduit which conduit is not identified in any COR approved in accordance with this Agreement;
- 14.2.2 The presence of Licensee's Facilities in any SPECTRA conduit that occupies more space than that allocated to Licensee by SPECTRA;
- 14.2.3 Licensee's Facilities that are not placed in accordance with the provisions of this Agreement or the appropriate COR issued pursuant to this Agreement;
- 14.2.4 An addition or modification by Licensee to its pre-existing Facilities in any SPECTRA conduit that impairs the structural integrity of that SPECTRA conduit.
- 14.2.5 The presence of facilities in SPECTRA's conduit(s) placed by Licensee that are owned or controlled by and for the use of a party other than Licensee.

15. Modification or Alteration SPECTRA Conduits.

- 15.1 In the event SPECTRA plans to modify or alter any SPECTRA conduit(s) that house Licensee's Facilities, SPECTRA shall provide Licensee notice of the proposed modification or alteration at least thirty (30) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter Licensee's Facilities in the SPECTRA conduit(s) to be modified or altered by SPECTRA, Licensee shall so notify SPECTRA in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by SPECTRA to make the SPECTRA conduit(s) accessible. Licensee's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Licensee to the total amount of new space occupied by all of the parties joining in the modification.
- 15.2 In the event SPECTRA moves, replaces or changes the location, alignment or grade of SPECTRA's conduit(s) ("relocation") for reasons beyond SPECTRA's control, Licensee concurrently shall relocate Licensee's Facilities. SPECTRA and each Licensee required to relocate its Facilities shall bear its own costs for such relocation.

16. Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, SPECTRA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Default and Remedies.

- 17.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Agreement:

- 17.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of five (5) days after written notice thereof to Licensee;
- 17.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from SPECTRA (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);
- 17.1.3 The filing of any tax or mechanic's lien against any SPECTRA conduit(s) which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;
- 17.1.4 Licensee's voluntary or involuntary bankruptcy;
- 17.1.5 Licensee's knowing use or maintenance of Licensee's Facilities in violation of any law or regulation, or in aid of any unlawful act or undertaking;
- 17.1.6 If any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation or maintenance of Licensee's Facilities is denied or revoked.

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- 17.2 In the event of a Material Default, SPECTRA, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:
- 17.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which SPECTRA shall have given Licensee notice, the cost of which performance shall be paid by Licensee to SPECTRA upon demand;
 - 17.2.2 Terminate this Agreement by giving notice of such termination to Licensee and remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without SPECTRA being deemed guilty of trespass or conversion, and without SPECTRA becoming liable for any loss or damages to Licensee occasioned thereby; or
 - 17.2.3 Exercise any other legal or equitable right or remedy which SPECTRA may have.
- 17.3 Any costs and expenses incurred by SPECTRA (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be paid to SPECTRA by Licensee upon demand.
- 17.4 Upon termination of this Agreement by SPECTRA, Licensee shall remain liable to SPECTRA for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by SPECTRA in pursuit of its remedies hereunder, and additional liquidated damages which shall be an amount equal to one full year of Occupancy Fees.
- 17.5 All rights and remedies of SPECTRA set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.
18. Indemnification.
- 18.1 Licensee shall compensate SPECTRA for the full actual loss, damage or destruction of SPECTRA's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities).
- 18.2 The Parties will further indemnify, defend and hold harmless each others agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of either Party's Facilities), except to the extent caused by the negligence or willful misconduct on the part of either Party's agents, officers, employees and assigns. The acting Party expressly assumes all liability for actions brought against the other Party's agents, officers, employees and assigns, by the acting Party's agents, officers or employees and that acting Party expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

- 18.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve SPECTRA of any and all liability for, loss or damage (and the consequences of loss or damage) to any of Licensee's Facilities placed in any SPECTRA conduit(s) and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of SPECTRA or SPECTRA's agents, officers, employees and assigns.
- 18.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless SPECTRA and SPECTRA's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the negligence or willful misconduct on the part of SPECTRA or SPECTRA's agents, officers, employees and assigns.
- 18.5 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless SPECTRA, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.
- 18.6 In no event shall SPECTRA be liable to Licensee for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.
- 18.7 Licensee shall indemnify, protect and hold harmless SPECTRA from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's equipment in SPECTRA's Ducts pursuant to this Agreement.
19. Insurance.
- 19.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 18 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and SPECTRA from all claims under any worker's compensation laws that may be applicable.
- 19.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by SPECTRA and SPECTRA shall be named as an additional insured in each such policy. Licensee shall submit to SPECTRA certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to SPECTRA. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, SPECTRA shall have the option of paying any amount due and Licensee shall forthwith reimburse SPECTRA the full amount paid by SPECTRA.
- 19.3 Licensee shall promptly advise SPECTRA in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly

arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Facilities.

- 19.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to SPECTRA's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to SPECTRA for rentals, inspections or for work performed by SPECTRA for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that the SPECTRA be notified thirty (30) days prior to the expiration or cancellation of the policy.

20. Emergency Restoration Procedures.

In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Facilities in SPECTRA's conduit(s). While SPECTRA shall not be responsible for the repair of Licensee's Facilities that are damaged (except by mutual written agreement), SPECTRA shall nonetheless control access to its Conduits if the restoration is to be achieved in an orderly fashion.

- 20.1 Where SPECTRA and Licensee are involved in emergency restorations, access to SPECTRA's conduit(s) will be controlled by SPECTRA's Maintenance District Manager or his/her on-site representative according to the following guidelines:

20.1.1 Service Disruptions/Outages

- (a) In the event of service disruptions and/or outages, while exercising its right to first access, SPECTRA shall make all reasonable efforts to grant access to as many other entities with facilities in SPECTRA's conduit(s) as is reasonably safe.
- (b) Where simultaneous access is not possible, access will be granted by SPECTRA on a first come, first served basis.

20.1.2 Service Affecting Emergencies

- (a) In the event of service affecting emergencies not resulting in service disruptions or outages, while exercising its right to first access, SPECTRA shall make all reasonable efforts to grant access to as many other entities with facilities in SPECTRA's conduit(s) as is reasonably safe.
- (b) Where SPECTRA is unable to grant simultaneous access to all other entities with facilities in SPECTRA's conduit(s), access will be granted according to the level of damage to the facilities of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

- 20.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by SPECTRA regarding access to Licensee's Facilities, or any action or failure to act by SPECTRA under this Section 20 shall not constitute a basis for any claim by Licensee against SPECTRA for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

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21. Damage Suspected to Licensee's Facilities Only.

- 21.1 In the event Licensee receives information that Licensee's Facilities are damaged, Licensee shall notify SPECTRA of said damage at [---TELEPHONE NUMBER---]. This is a 24-hour, 7 days per week notification number. Licensee shall provide SPECTRA all information known to it regarding the damage to Licensee's Facilities.
- 21.2 In the event SPECTRA receives notice that Licensee's Facilities are damaged, SPECTRA will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. SPECTRA shall provide Licensee all information known to it regarding the damage to Licensee's Facilities.
- 21.3 After the giving of such notice by either Licensee or SPECTRA, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Facilities, subject to the provisions of this Agreement.
- 21.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by SPECTRA regarding access to Licensee's facilities, or any action or failure to act by SPECTRA, appropriately or inappropriately, under this Section shall not be the basis for any claim by Licensee against SPECTRA for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold SPECTRA harmless from any such claim.

22. Access to SPECTRA's Manholes/Handholes.

- 22.1 SPECTRA will allow Licensee to audit manholes/handholes that are included in any COR submitted to SPECTRA to confirm usability. Licensee shall give SPECTRA at least fourteen (14) days advance written notice of its desire to audit and shall obtain all authorizations from appropriate authorities required to open the manholes/handholes. SPECTRA shall have the right to have a SPECTRA employee or agent present when its manholes/handholes are being opened. Such SPECTRA employee or agent shall have the authority to suspend Licensee's activities in and around SPECTRA's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse SPECTRA the cost of having SPECTRA's employee or agent present. Such charge shall be SPECTRA's fully loaded labor rates then in effect.
- 22.2 For purposes other than to audit usability, SPECTRA's manholes/handholes shall be opened only as permitted by SPECTRA and only after Licensee has obtained all necessary authorizations from appropriate authorities to open manholes/handholes and conduct work operations therein. SPECTRA shall have the right to have a SPECTRA employee or agent present at any site at which its manholes/handholes are being opened. Such SPECTRA employee or agent shall have the authority to suspend Licensee's work operations in and around SPECTRA's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse SPECTRA the cost of having SPECTRA's employee or agent present. Such charge shall be SPECTRA's fully loaded labor rates then in effect. The presence of SPECTRA's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around SPECTRA's conduit(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

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23. Abandonment.

Nothing in this Agreement shall prevent or be construed to prevent SPECTRA from abandoning, selling, assigning or otherwise disposing of any SPECTRA conduit(s) or other SPECTRA property used in connection with Licensee's Facilities; provided, however, that SPECTRA shall condition any such sale, assignment or other disposition subject to the rights granted to Licensee pursuant to this Agreement. SPECTRA shall promptly notify Licensee of any proposed sale, assignment or other disposition of any SPECTRA conduit(s) or other SPECTRA property used in connection with Licensee's Facilities.

24. Notices.

Any written notice to be given to a party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective parties as follows:

If to SPECTRA:
SPECTRA Communications Group, LLC
Attention: Division Vice President
8800 Blue Ridge Blvd., Suite 100
Kansas City, MO 64138
Facsimile number: (816)779-8200

If to Mark Twain: Mark Twain Communications Company
Attention: General Manager
P.O. Box 68 Highway 6E
Hurdland, MO 63547
Facsimile number: (606) 423-5496

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

25. Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any of term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

26. Dispute Resolution.

26.1 Except in the case of (i) a suit, action or proceeding by SPECTRA to compel Licensee to comply with its obligations to indemnify SPECTRA pursuant to this Agreement or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy or claim arising out of or relating to this Agreement or its breach.

26.2 At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy or claim arising under this Agreement. The parties intend that these negotiations be conducted by non-

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lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any subsequent lawsuit without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.

26.3 If a resolution of the dispute, controversy or claim is not reached within sixty (60) days of the initial written request, the dispute, controversy or claim shall be submitted to binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association (AAA), except as hereinafter provided. Discovery in any proceeding before the AAA shall be controlled by the arbitrator and shall be permitted to the extent set forth in this section. Parties may exchange, in any combination, up to thirty-five (35) (none of which may contain subparts) written interrogatories, demands to produce documents and requests for admission. Each party may also to take the oral deposition of one (1) witness. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration and shall be held in the city where SPECTRA's local offices are located. The arbitrator shall rule on the dispute, controversy or claim by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

26.4 Each party shall bear its own costs, including attorneys' fees, incurred in connection with any of the foregoing procedures. A party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs). The fees associated with any arbitration, including the fees of the arbitrator, shall be divided equally between the parties.

27. Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, Licensee shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety.

28. Force Majeure.

Except for payment of the Occupancy Fees and other amounts payable under this Agreement, neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other cause beyond its control.

29. Assignment.

- 29.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of SPECTRA. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of SPECTRA shall be void.
- 29.2 SPECTRA shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. SPECTRA shall provide notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, SPECTRA shall be released and discharged from all obligations and liabilities under this Agreement.
- 29.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.
- 29.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Applicable Law.

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of Missouri without regard to its conflicts of laws provisions.

31. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

32. Headings.

All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

33. Entire Agreement.

The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For Licensee:

SPECTRA COMMUNICATIONS
GROUP, LLC

Kenneth Matloff
(Signature of Authorized Agent)
(Printed Name of Authorized Agent)
(Title) *Chief Operating Officer*
(Date) *2/16/00*

Wm. Fohde
(Signature of Officer)
(Printed Name of Officer)
(Title) *Exec V.P. & Gen. Mgr*
(Date) *2/22/00*

ATTEST:

Corporate Seal (If Applicable)

EXHIBIT A
OCCUPANCY FEES

SPECTRA Conduit Occupancy Rate:

\$ 0.31, per linear foot per year for innerduct/sub-duct
\$ 0.62, per linear foot per year for innerduct/full-duct

APPENDIX G
RECIPROCAL COMPENSATION FOR CALL TERMINATION

1. This document describes the reciprocal compensation arrangements between Mark Twain and SPECTRA for Local Tariff, Toll and Switched Access Services. The Parties shall compensate each other for transport and termination of such traffic at the rates provided in Appendix A and/or the appropriate Parties' Switched Access Tariff.
2. Compensation for Call Termination
 1. The following compensation terms shall apply in all cases where Mark Twain purchases SPECTRA's unbundled Local Switching:
 1. For local intra-switch calls between lines connected to SPECTRA's switch where Mark Twain has purchased SPECTRA's unbundled Local Switching, the Parties agree to impose no call termination charges on each other. SPECTRA's Local Switching charge will apply as described below where the call is:
 - (a) Originated by Mark Twain's customer and completed to a SPECTRA customer:
 - (1) (For use of the local switch): Local Switching charge at the originating office will apply to Mark Twain.
 - (b) Originated by Mark Twain's customer and completed to the customer of a third party LEC (not affiliated with Mark Twain) using SPECTRA's unbundled Local Switching:
 - (1) (For use of the local switch): Local Switching charge at the originating office will apply to Mark Twain.
 - (c) Originated by Mark Twain's customer and completed to another Mark Twain's customer using SPECTRA's unbundled Local Switching.
 - (1) (For use of the local switch): Local Switching charge at the originating office will apply to Mark Twain.
 - (d) Originated by a SPECTRA customer and terminated to Mark Twain's customer using SPECTRA's unbundled Local Switching.

(1) No Local Switching charge will apply.

- (e) Originated by the customer of a third party LEC (not affiliated with Mark Twain) using SPECTRA's unbundled Local Switching and terminated to Mark Twain's customers using SPECTRA's unbundled Local Switching.

(1) No Local Switching charge will apply to Mark Twain.

2. For Local inner-switch calls where Mark Twain has purchased SPECTRA's unbundled Local Switching.

SPECTRA's charges will apply to Mark Twain described below where the call is:

- (a) Originated from Mark Twain's end-user customer using SPECTRA's unbundled Local Switching and completed to a SPECTRA customer.
- (1) (For use of the local switch): Local Switching charge at the originating office.
- (2) A mileage-based transport charge will apply when Mark Twain uses SPECTRA's transport.
- (3) (For call termination): Charges for local interconnection/call termination, when applicable.
- (b) Originated from Mark Twain's customer using SPECTRA's unbundled Local Switching and completed to a third party LEC (not affiliated with Mark Twain) customer using SPECTRA's unbundled Local Switching.
- (1) (For use of the local switch): Local Switching charge at the originating office.
- (2) A mileage-based transport charge will apply when Mark Twain uses SPECTRA's transport.
- (c) Originated from Mark Twain's customer using SPECTRA's unbundled Local Switching and completed to the interconnected network of a third party LEC (not affiliated with Mark Twain).
- (1) (For use of the local switch): Local Switching charge at the originating office.

- (2) A mileage-based transport charge will apply when Mark Twain uses SPECTRA's transport, and mileage shall be measured between the originating office and the POI of the third party's network.
- (d) Originated from Mark Twain's customer using SPECTRA's unbundled Local Switching and completed to Mark Twain's customer using SPECTRA's unbundled Local Switching.
 - (1) (For use of the local switch): Local Switching charge at the originating office.
 - (2) A mileage-based transport charge will apply when Mark Twain uses SPECTRA's transport.
 - (3) (For use of the local switch): Local Switching charge at the terminating office.
- (d) Originated by a SPECTRA customer and terminated to Mark Twain's customer using SPECTRA's unbundled Local Switching.
 - (1) (For use at local switch): Local Switching Charge at the terminating office.
 - (2) (For call termination): Mark Twain shall charge SPECTRA for local interconnection/call termination, when applicable.
- (f) Originated by a customer of a third-party LEC (not affiliated with Mark Twain) using SPECTRA's unbundled Local Switching and terminated to Mark Twain's customer using SPECTRA's unbundled Local Switching.
 - (1) (For use of the local switch): Local Switching charge at the terminating office.
- (g) Originated by a customer of the interconnected network of a third-party LEC (not affiliated with Mark Twain) and terminated to Mark Twain's customer using SPECTRA's unbundled Local Switching.
 - (1) (For use of the local switch): Local Switching charge at the terminating office.

3. For intraLATA toll calls where Mark Twain has purchased SPECTRA's unbundled Local Switching, charges per Unbundled Network Element pricing shall apply as follows:
- (a) Originated by Mark Twain's customer and completed to a SPECTRA customer.
 - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC (Residual Interconnection Charge) at the originating office.
 - (2) Shared transport charge between the two offices will apply when Mark Twain uses SPECTRA's transport.
 - (3) (For call termination): End Office Switching charge at the terminating office (Switched Access Rate).
 - (4) RIC and CCLC at the terminating office.
 - (b) Originated by Mark Twain's customer and completed to the customer of a third-party LEC (not affiliated with Mark Twain) using SPECTRA's unbundled Local Switching in a distant end office.
 - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the originating office.
 - (2) Shared transport charge between the two offices will apply when Mark Twain uses SPECTRA's transport.
 - (c) Originated by Mark Twain customer and completed to the network of a third-party LEC (not affiliated with Mark Twain) interconnected with SPECTRA's network.
 - (1) (For use of the local switch): Local Switching charge, plus RIC and CCLC, at the originating office.
 - (2) Common transport charge will apply when Mark Twain uses SPECTRA's transport, and mileage shall be measured between the originating office and the POI of the third party's network.
 - (3) Tandem Switching, where applicable.
 - (d) Originated by Mark Twain's customer and completed by another of Mark Twain's customers being served through SPECTRA's unbundled Local Switching in a distant office.

- (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the originating office.
- (2) Shared transport charge between the two offices will apply when Mark Twain uses SPECTRA's transport.
- (3) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
- (e) Originated by a SPECTRA customer and terminated to Mark Twain's customer using SPECTRA's unbundled Local Switching.
 - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
 - (2) (For call termination): Mark Twain will charge SPECTRA Local Switching at the terminating office (Switched Access Rate).
 - (3) (For call termination): Mark Twain will charge SPECTRA NIC and CCLC at the terminating office.
- (f) Originated by the customer of a third-party LEC (not affiliated with Mark Twain) using SPECTRA's unbundled Local Switching in a distant end office and terminated to Mark Twain's customer using SPECTRA's unbundled Local Switching.
 - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
- (g) Originated by a customer of the network of a third-party LEC (not affiliated with Mark Twain) interconnected with SPECTRA's network and terminated to Mark Twain's customer using SPECTRA's unbundled Local Switching.
 - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
- 4. For intrastate Switched Access calls where Mark Twain's is using SPECTRA's unbundled Local Switching for calls originated from or terminated to an IXC for completion:
 - (a) For calls originated from Mark Twain's customer to Mark Twain's own IXC switch (or that of an affiliate) for completion.
 - (1) (For use of the local switch): Local Switching charge at the terminating office.

- (2) Originating RIC and CCLC.
 - (3) SPECTRA will charge Mark Twain's IXC affiliate the following Switched Access elements on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
 - (4) Mark Twain will charge Mark Twain's IXC affiliate the following Switched Access elements on a meet-point basis:
 - a. Originating RIC and CCLC;
 - b. Local Switching.
- (b) For calls originating from Mark Twain's customer to an IXC's switch not affiliated with Mark Twain.
- (1) (For use of the local switch): Mark Twain's customer to an IXC's switch not affiliated with Mark Twain.
 - (2) Originating RIC and CCLC.
 - (3) SPECTRA shall charge the non-affiliated IXC for the following originating Switched Access on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
 - (4) Mark Twain will charge the non-affiliated IXC for the following Switched Access elements on a meet-point basis:
 - a. Originating RIC and CCLC;
 - b. Local Switching.
- (c) For calls terminating to Mark Twain's end-user customer from Mark Twain's own IXC switch (or that of an affiliate) for completion.
- (1) (For use of the local switch): Local Switching charge at the terminating office.
 - (2) Terminating RIC and CCLC.

- (3) SPECTRA will charge Mark Twain's IXC (affiliate) the following Switched Access elements on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
 - (4) Mark Twain will charge Mark Twain's IXC (affiliate) for the following Switched Access elements on a meet-point basis:
 - a. Terminating RIC and CCLC.
 - b. Local Switching.
- (d) For calls terminating to Mark Twain's customer from an IXC switch not affiliated with Mark Twain.
 - (1) (For use of the local switch): Local Switching charge at the terminating office.
 - (2) Terminating RIC and CCLC.
 - (3) SPECTRA shall charge the IXC for the following terminating Switched Access on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
 - (4) Mark Twain will charge IXC for the following Switched Access elements on a meet-point basis:
 - a. Terminating RIC and CCLC;
 - b. Local Switching.
5. For interstate Switched Access calls where Mark Twain is using SPECTRA's unbundled Local Switching for calls originated from or terminated to an IXC for completion:
 - (a) For calls originated from Mark Twain's customer to Mark Twain's own IXC switch (or that of an affiliate) for completion.
 - (1) (For use of the local switch): Local Switching charge at the originating office.

- (2) Originating Residual Interconnection Charge (RIC) and CCL.
- (3) SPECTRA shall charge Mark Twain's IXC affiliate for the following originating Switched Access on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
- (4) Mark Twain will charge Mark Twain's IXC affiliate the following Switched Access elements on a meet-point basis:
 - a. Originating RIC;
 - b. Originating CCLC;
 - c. Local Switching.
- (b) For calls originated from Mark Twain's customer to an IXC's switch not affiliated to Mark Twain.
 - (1) (For use of the local switch): Local Switching charge at the terminating office.
 - (2) Originating RIC and CCLC.
 - (3) SPECTRA shall charge the IXC for the following originating Switched Access on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.

- (4) Mark Twain will charge IXC the following Switched Access elements on a meet-point basis:
 - a. Originating RIC;
 - b. Originating CCLC;
 - c. Local Switching.
- (c) For calls terminating to Mark Twain's customer for Mark Twain's own IXC switch (or that of an affiliate) for completion.
 - (1) (For use of the local switch): Local Switching charge at the terminating office.
 - (2) Terminating RIC and CCL.
 - (3) SPECTRA will charge Mark Twain's IXC (affiliate) the following Switched Access elements on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
 - (4) Mark Twain will charge Mark Twain's IXC affiliate the following Switched Access elements on a meet-point basis:
 - a. Terminating RIC;
 - b. Terminating CCLC;
 - c. Local Switching.
- (d) For calls terminating to Mark Twain's customer from an IXC switch not affiliated with Mark Twain.
 - (1) (For use of the local switch): Local Switching charge at the terminating office.
 - (2) Terminating RIC and CCL.

- (3) SPECTRA will charge the non-affiliated IXC for the following terminating Switched Access on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
- (4) Mark Twain will charge IXC the following Switched Access elements on a meet-point basis:
 - a. Terminating RIC;
 - b. Terminating CCLC;
 - c. Local Switching.