

commission orders, terminate this Appendix and licenses subject to this Appendix, suspend the processing of pending applications for access to SWBT's poles, ducts, conduits, and rights-of-way located in this State, and refuse to accept further applications for access until such undisputed fees or charges, together with accrued interest thereon, have been paid in full. SWBT shall not terminate this Appendix for licenses subject to this Appendix for minor monetary amounts.

19.05 Charges for Work Performed by SWBT Employees. Except as otherwise specifically required by applicable commission orders, SWBT's charges to CLEC for work performed by SWBT employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SWBT's charges for work performed by SWBT employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures applicable to this Appendix. Notwithstanding the execution of this Appendix, CLEC shall have the right to challenge the methodology utilized by SWBT to determine hourly rates for SWBT employees at any time in any forum having jurisdiction over the subject matter.

## **ARTICLE 20: PERFORMANCE AND PAYMENT BONDS**

20.01 Bond May Be Required. SWBT may require CLEC, authorized contractors and other persons acting on CLEC's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a)-(b) of this section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 23.02 of this Appendix.

- (a) If CLEC elects to perform make-ready or facilities modification work under Section 6.08(c) or Sections 10.02 - 10.05 of this Appendix, SWBT may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute bonds equivalent to those which would be required by SWBT if the work had been performed by contractors, subcontractors, or other persons selected directly by SWBT. No bonds shall be required of CLEC, authorized contractors, or other persons acting on CLEC's behalf except in those situations where a bond would be required if the work were being performed on SWBT's behalf.

- (b) No other bond shall be required of CLEC to secure obligations arising under this Appendix in the absence of due cause and justification.
- (c) If a bond or similar form of assurance is required of CLEC, an authorized contractor, or other person acting on CLEC's behalf, CLEC shall promptly submit to SWBT, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing SWBT 60 days written notice.
- (d) SWBT may communicate directly with the issuer of any bond required by SWBT pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

**ARTICLE 21  
RESERVED FOR FUTURE USE**

**ARTICLE 22  
RESERVED FOR FUTURE USE**

**ARTICLE 23: INSURANCE**

23.01 Insurance Required. CLEC shall comply, and cause its contractors and subcontractors acting on its behalf to comply, with the insurance requirements specified in this section:

- (a) Unless CLEC has provided proof of self-insurance as permitted in Section 23.02 below, CLEC shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name SWBT as an additional insured and shall include provisions requiring the insurer to give SWBT notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SWBT's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.
- (b) Exclusions from coverage or deductibles, other than those expressly permitted in Exhibit IV, must be approved in writing by SWBT.

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- (c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way on CLEC's behalf shall be required to meet the same insurance (or self-insurance) requirements applicable to contractors performing similar work on SWBT's behalf.
- (d) Self-insurance shall be permitted for persons and entities (including but not limited to CLEC and authorized contractors) meeting the self-insurance requirements set forth in Section 23.02 of this Appendix.

23.02 Proof of Insurance or Self-Insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

- (a) CLEC shall submit to SWBT adequate proof (as determined by SWBT) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide SWBT with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to SWBT.
- (b) SWBT will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SWBT will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in Exhibit IV and SWBT is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

23.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 23.02, must be in effect before SWBT will issue pole attachment or conduit occupancy licenses under this Appendix and shall remain in force until all of CLEC's facilities have been removed from SWBT's poles, ducts, conduits, and rights-of-way.

23.04 Failure to Obtain or Maintain Coverage. CLEC's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of licenses subject to this Appendix. If an

insurance carrier shall at any time notify CLEC or SWBT that any policy or policies of insurance required under this Appendix will be canceled or changed in any manner which will result in CLEC's failure to meet the requirements of this Appendix, SWBT may terminate this Appendix and all licenses subject to this Appendix not less than 60 days after giving CLEC written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless CLEC has obtained (or made arrangements satisfactory to SWBT to obtain) the required coverage from another source. In the alternative, SWBT may, in its sole discretion, elect to take such action as may be necessary to keep any such policy in effect with the required coverages.

#### **ARTICLE 24: ASSIGNMENT OF RIGHTS**

24.01 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.

- (a) Either party may assign or transfer rights or obligations under this Appendix, on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent which consent may be withheld only for due cause and justification.
- (b) The parties shall provide each other with 60 days advanced notice in writing of any assignment subject to the provisions of this Article.
- (c) Either party may assign or transfer rights or obligations under this Appendix on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent, which consent may be withheld only for due cause and justification.

24.02 Sublicenses Prohibited. Nothing contained in this Appendix shall be construed as granting CLEC the right to sublicense any rights under this Appendix or licenses subject to this Appendix to any third party. Except as otherwise expressly permitted in this Appendix, CLEC shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to CLEC or to utilize such space.

#### **ARTICLE 25: TERMINATION**

25.01 Termination of Appendix Due to Non-Use of Facilities. Termination Due to Non-Use of Facilities. CLEC shall, by written notice to SWBT, terminate this Appendix and all licenses subject to this Appendix if CLEC ceases to be a party entitled to access to SWBT's poles, ducts, conduits and rights-of-way under the Pole Attachment Act, ceases to do business in this State, or ceases to make active use of SWBT's poles, ducts, conduits, and rights-of-way in this State.

25.02 Limitation, Termination, or Refusal of Access for Certain Material Breaches. CLEC's access to SWBT's poles, ducts, conduits, and rights-of-way shall not materially interfere with or impair service over any facilities of SWBT or any joint user, cause material damage to SWBT's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SWBT or any joint user, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of SWBT's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SWBT may limit, terminate or refuse access if CLEC violates this provision; provided, however, that such limitation, termination or refusal will be limited to CLEC's access to poles, ducts, conduits, and rights-of-way located in the SWBT construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable CLEC to adopt suitable controls to prevent further violations, and shall be subject to review, at CLEC's request, pursuant to the dispute resolution procedures applicable to this Appendix or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event CLEC invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

25.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach as provided in this section.

- (a) The notice shall set forth in reasonable detail:
  - (1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
  - (2) the action believed necessary to cure the alleged breach; and
  - (3) any other matter the complaining party desires to include in the notice.
- (b) Except as provided in Section 25.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such

cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures applicable to this Appendix or any dispute resolution procedures offered by the FCC or Missouri Public Service Commission, at any time.

- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss, or damage without first giving the notice otherwise required by subsection (b).

**ARTICLE 26  
RESERVED FOR FUTURE USE**

**ARTICLE 27  
RESERVED FOR FUTURE USE**

**ARTICLE 28  
RESERVED FOR FUTURE USE**

**ARTICLE 29: NOTICES**

29.00 Scope of Article. This Article applies only to operational notices regarding poles, ducts, conduits, and rights-of-way. For all other notices, please refer to the terms and conditions section of the Interconnection Agreement.

29.01 Notices to CLEC. All written notices required to be given to CLEC shall be delivered or mailed to CLEC's duly authorized agent or attorney, as designated in this section. CLEC may add special instructions by submitting to SWBT such instructions under an exhibit to be named Exhibit VI.

- (a) Such notice may be delivered to CLEC's duly authorized agent or attorney in person or by agent or courier receipted delivery.
- (b) Such notice may be mailed to CLEC's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

- (c) CLEC may authorize delivery of the notice by telephonic document transfer to the CLEC's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.
- (d) Notices to CLEC shall be sent to the authorized agent or attorney designated below:

Tricia Breckenridge  
Senior Vice President Bus. Dev.  
KMC Telecom III, Inc.  
1545 Route 206, Ste. 300  
Bedminster, NJ 07921-2567

29.02 Notices to SWBT. Except as otherwise provided in EXHIBIT VII ("Notices to SWBT"), all written notices required to be given to SWBT shall be delivered or mailed to SWBT's duly authorized agent or attorney, as designated in this section.

- (a) Such notice may be delivered to SWBT's duly authorized agent or attorney in person or by agent or courier receipted delivery.
- (b) Such notice may be mailed to SWBT's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.
- (c) SWBT may authorize delivery of the notice by telephonic document transfer to SWBT's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.
- (d) On the effective date of this Appendix, and until further notice to CLEC, SWBT's duly authorized agent shall be the Utility Liaison Supervisor ("ULS") designated in EXHIBIT VIII.

29.03 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

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EXHIBIT VI: None at this time

EXHIBIT VII: Notices to Southwestern Bell

EXHIBIT VIII: Identification of Utility Liaison Supervisor

### **ARTICLE 30: CONFIDENTIALITY OF INFORMATION**

30.01 Information Provided by CLEC to SWBT. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by CLEC to SWBT in connection with this Appendix (including but not limited to information submitted in connection with CLEC's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "Confidential" or "Proprietary" information of CLEC and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to CLEC's review of records regarding a particular market area, or relating to assignment of space to CLEC in a particular market area, and further includes knowledge or information about the timing of CLEC's request for or review of records or its inquiry about SWBT facilities. This article does not limit the use by SWBT of aggregate information relating to the occupancy and use of SWBT's poles, ducts, conduits, and rights-of-way by firms other than SWBT (that is, information submitted by CLEC and aggregated by SWBT in a manner that does not directly or indirectly identify CLEC).

30.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by CLEC to SWBT in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 30.03 to 30.06.

30.03 Permitted Uses of CLEC's Confidential or Proprietary Information. SWBT and persons acting on SWBT's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's Confidential or Proprietary information for the following purposes, and no others: (a) posting information, as necessary, to SWBT's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT's poles, ducts, conduits, and rights-of-way and any SWBT facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SWBT's obligations under this Appendix and similar agreements with third parties; (d) performing SWBT's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act;



(e) determining which of SWBT's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SWBT's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

30.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to CLEC may be made available to personnel of third parties seeking access to SWBT's records pursuant under provisions equivalent to those contained in Section 7.03 of this Appendix.

30.05 Defense of Claims. In the event of a dispute between SWBT and any person or entity, including CLEC, concerning SWBT's performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SWBT may utilize Confidential or Proprietary information submitted by CLEC in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SWBT shall not disclose CLEC's Proprietary or Confidential Information without first, at SWBT's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.

30.06 Response to Subpoenas, Investigative Demands, Court Orders, and Agency Orders. Nothing contained in this Article shall be construed as precluding SWBT from complying with any subpoena, civil or criminal investigative demand, or order issued or entered by a court or agency of competent jurisdiction; provided, however, that SWBT shall not disclose CLEC's Proprietary or Confidential Information without first, at SWBT's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena, demand, or order and the opportunity to protect the Proprietary or Confidential Information.

30.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from CLEC pursuant to this Appendix are authorized or permitted without CLEC's express written consent.

### **ARTICLE 31: APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

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3/4/98

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION  
WHICH MAY BE ENFORCED BY THE PARTIES.

SOUTHWESTERN BELL TELEPHONE COMPANY

By:

\_\_\_\_\_  
Signature of SWBT's Authorized Officer/Employee:

\_\_\_\_\_  
Name of SWBT's Authorized Officer/Employee (Printed or Typed)

\_\_\_\_\_  
Position/Title of SWBT's Authorized Officer/Employee

\_\_\_\_\_  
Date

CLEC:

KMC TELECOM III, INC.:

By:

\_\_\_\_\_  
Signature of CLEC's Authorized Officer/Employee

\_\_\_\_\_  
Name of CLEC's Authorized Officer/Employee (Printed or Typed)

\_\_\_\_\_  
Title of CLEC's Authorized Officer/Employee

\_\_\_\_\_  
Date

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**EXHIBIT I  
(MISSOURI)**

Reserved for Future Use

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**EXHIBIT II**  
**IDENTIFICATION OF APPLICANT (MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: KMC Telecom III, Inc.

\_\_\_\_\_

Applicant's principal place of business is located in the State of \_\_\_\_\_.

Applicant does business under the following assumed names: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant is:

☒ a corporation organized under the laws of the State of Delaware, charter no. \_\_\_\_\_  
\_\_\_\_\_;

☐ a partnership organized under the laws of the State of \_\_\_\_\_; or

☐ another entity, as follows: \_\_\_\_\_  
\_\_\_\_\_

Applicant represents that Applicant is:

☐ (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));

☐ (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

☐ (3) a person or entity which is neither (1) nor (2) above, as follows:

\_\_\_\_\_

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3/4/98



Pole Attachments

Retention Period: Active, Plus 5 Years

APPLICANT'S NAME: \_\_\_\_\_

AGREEMENT NO.: \_\_\_\_\_

APPLICATION NO.: \_\_\_\_\_

[ ] Provisional, Records Based Assignment

[ ] Pre-Occupancy Survey

TYPE: \_\_\_\_\_

(CATV, Telecom, Other)

Page \_\_\_\_\_ of \_\_\_\_\_

Wire Center \_\_\_\_\_

Item #	Record #	Pole #	Ownership SWBT or Power	Street Address	Proposed Attachment Height	Guy Rq'd Y or N	Make Ready Work Y or N	Make Ready Description	Pole Mntd Apparatus Height
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
TOTAL									

Number of Cables \_\_\_\_\_

Weight/ft. and Size/O.D. \_\_\_\_\_

Number and Types of Strands \_\_\_\_\_

Other Notes: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

SIGNED: \_\_\_\_\_

SWBT Representative

SIGNED: \_\_\_\_\_

Applicant's Representative

☐ Official File Copy, If Checked in Red

SW9433  
POLE ATTACHMENTS  
FORM INSTRUCTIONS  
7/1/98

SW-9433  
(Rev. 7-98)  
Page 2

Form SW9433 may be used as follows: (1) Provisional, Records Based Assignment per Section 8.02(b), (2) Pre-Occupancy Survey per Section 7.04, and (3) Immediate Occupancy under Section 8.03(a). see Article 9 for additional information.

**REQUIRED INFORMATION FOR PROVISIONAL, RECORDS BASED ASSIGNMENT**

**APPLICANT'S NAME:** Name of firm submitting application for pole attachment space.

**AGREEMENT No.:** Number obtained from the Master Agreement Number.

**APPLICATION No.:** Will be provided by applicant in sequential ascending order.

**[ ] Provisional Records Based Assignment:** Applicable when an applicant elects to make a Provisional, Records Based Assignment. The form will be signed and dated at the bottom by both the applicant and the SWBT representative. A copy will be provided to the applicant and the original will be maintained by SWBT.

**SWBT Wire Center:** Records are grouped by "Wire Center" name. Entering the name here eliminates having to show the Wire Center name in the "Record #" column.

**Type:** The applicant states that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

**Record #:** The SWBT paper record or the SWBT mechanized record number.

**Pole #:** Applicant will supply the pole number either from the SWBT Records or from a field visit.

**Ownership:** Applicant will determine and post the ownership of the pole by marking S for SWBT or P for Power Company based on SWBT's records.

**Street Address:** Applicant will provide street address or geographical reference point of the pole.

**Proposed Attachment Height:** Applicant will provide the proposed attachment height in feet and inches on the pole.

**Guy Req'd:** Not required for Provisional, Records Based assignment.

**Make Ready Work:** Not required for Provisional, Records Based assignment.

**Make Ready Description:** Not required for Provisional, Records Based assignment.

**Pole Mount Apparatus Height:** Not required for Provisional, Records Based assignment.

**Weight/per ft. and Size/O.D.:** Applicant will provide

**Number and Types of Strands:** Applicant will provide the number and types of strands.

**Other Notes:** Any other notes relevant to the request including any infrequent construction techniques.

**Date:** The date the Provisional, Records Based Assignment was made.

**Time:** The time the Provisional, Records Based Assignment was made.

**Signed (Applicant's Representative):** Applicant's Representative signs that Provisional, Records Based Assignment was made.

**Signed (SWBT Representative):** SWBT's Representative signs that Provisional, Records Based Assignment was made.

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SW9433  
POLE ATTACHMENTS  
FORM INSTRUCTIONS  
7/1/98

SW-9433  
(Rev. 7-98)  
Page 3

REQUIRED INFORMATION FOR PRE-OCCUPANCY SURVEY

**APPLICANT'S NAME:** Name of firm submitting application for pole attachment space.

**AGREEMENT No.:** Number obtained from the Master Agreement Number

**APPLICATION No.:** Will be provided by SWBT

☐ **Pre-Occupancy Survey:** This would be checked when this form is being used as a Pre-Occupancy Survey. The form would be completed in its entirety and signed by the applicant and submitted to SWBT for review in obtaining pole attachment space.

**Type:** The applicant states that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

**Record #:** The SWBT paper record or the SWBT mechanized record number.

**Pole #:** Applicant will supply the pole number either from the SWBT Records or from a field visit.

**Ownership:** Applicant will determine and post the ownership of the pole by marking S for SWBT or P for Power Company.

**Street Address:** Applicant will provide street address or geographical reference point of the pole.

**Proposed Attachment Height:** Applicant will provide the proposed attachment height in feet and inches on the pole

**Guy Req'd:** Applicant will state if a guy is required. (Yes or No)

**Make Ready Work:** Applicant will state if make ready work is required. (Yes or No)

**Make Ready Description:** Applicant will give description of make ready work required.

**Pole Mount Apparatus Height:** Applicant will state any proposed apparatus that would be placed on the pole. (Terminal, etc.)

**Weight/per ft. and Size O.D.:** Applicant will provide.

**Number and types of Strands:** Applicant will provide the number and types of strands.

**Other Notes:** Any other notes relevant to the request including any infrequent construction techniques

**Date:** The date the Pre-Occupancy Survey was submitted to SWBT.

**Time:** The time the Pre-Occupancy Survey was submitted to SWBT.

**Signed (Applicant's Representative):** Applicant's Representative signs when Pre-Occupancy Survey was submitted to SWBT.

**Signed (SWBT Representative):** SWBT's Representative signs when Pre-Occupancy Survey was submitted to SWBT.

**IMMEDIATE OCCUPANCY:** Applicant must provide the same information required for Pre-Occupancy Survey. In addition, "IMMEDIATE OCCUPANCY" must be conspicuously noted on the form

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**Access Application and Make-Ready  
Authorization**  
(Request for Access to Poles, Ducts, Conduit)

Retention Period: Active, plus 5 years

Name of Applicant \_\_\_\_\_

Agreement No. \_\_\_\_\_

Application No. \_\_\_\_\_

**Provisional Assignment**

As specified in the attached documents, and in accordance with the terms and conditions of the Master Agreement between SWBT and Applicant; application is hereby made for a provisional assignment of space in anticipation of a nonexclusive license of communication facilities to access the quantity of SWBT facilities indicated below:

\_\_\_\_\_ SWBT poles \_\_\_\_\_ Feet SWBT Whole Duct \_\_\_\_\_ Feet SWBT Innerduct

Applicant desires immediate assignment of space and acknowledges that the effective date is \_\_\_\_\_. Applicant agrees to provide an application for assignment/access/occupancy of the assigned space within 30 days from the date of the assignment, or forfeit the assignment.

Provisional Assignment Expiration Date \_\_\_\_\_

**Assignment/Access/Occupancy**

As specified in the attached documents, and in accordance with the terms and conditions of the Master Agreement between SWBT and Applicant; application is hereby made for occupancy of space through a nonexclusive license of communication facilities to access the quantity of SWBT facilities indicated below:

\_\_\_\_\_ SWBT poles \_\_\_\_\_ Feet SWBT Whole Duct \_\_\_\_\_ Feet SWBT Innerduct

Applicant authorizes SWBT to perform the required pre-licensing survey including any field inspections required to evaluate capacity, safety, reliability, and engineering standards; and to determine the cost, if any, of required modifications or make-ready work.

Effective Date \_\_\_\_\_ Assignment Expiration Date: \_\_\_\_\_

Applicant's Estimated Construction Start Date: \_\_\_\_\_

Applicant's Estimated Construction Completion Date: \_\_\_\_\_

Authorized by Applicant: \_\_\_\_\_

Signature

Title

Date: \_\_\_\_\_

**Make-Ready Work**

Estimated Costs	Hours		Rate	Total
Constr. Labor	_____	x	\$ _____	\$ _____
Material	xxx	x	\$ xxx	\$ _____
Engr. Design	_____	x	\$ _____	\$ _____
_____	_____	x	\$ _____	\$ _____
Total	_____	x	\$ _____	\$ _____

Estimated SWBT Completion Date \_\_\_\_\_

- ☐ No Make-Ready Work Required. ☐ No Make-Ready Work Required under 8.03(a).
- ☐ Make-Ready Work will be completed by applicant's authorized contractor.
- ☐ I authorize SWBT to complete the required make-ready work. Costs will be based upon actual costs incurred by SWBT.

Applicant's Signature \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

License No. \_\_\_\_\_

Authorized by SWBT: \_\_\_\_\_

Signature

Title

Date: \_\_\_\_\_

☐ Official File Copy, If Checked in Red

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SW-9434  
(Rev. 7-98)

**SW-9434**  
**ACCESS APPLICATION and MAKE-READY AUTHORIZATION**  
**FORM INSTRUCTIONS**  
**7/1/98**

Form SW-9434 is used to request access to poles, ducts, and conduit; to transmit notice of Provisional Assignments; and to provide other information required in the access process.

**REQUIRED INFORMATION**

**NAME OF APPLICANT.** Name of firm requesting space on poles or in conduit.

**AGREEMENT NO.** Number obtained from the Master Agreement Number.

**APPLICANT NO.** Will be provided by applicant in sequential ascending order.

**Provisional Assignment Box Data**

**"attached documents"** Copies of the Assignment of Space Logs showing the applicant's entries for the requested space or completed Forms SW-9433 or SW-9435 if appropriate. Assignment is not official until the required data is entered in the Assignment of Space

\_\_\_\_\_ **SWBT poles** The number of poles for which space is requested.

\_\_\_\_\_ **Feet SWBT Whole Duct** The accumulated Center-to-Center measurements for the Whole Duct to be occupied. To be used only for cables too large in diameter (Typically copper conductor cables.) to fit in SWBT standard innerduct.

\_\_\_\_\_ **Feet SWBT Innerduct** The accumulated Center-to-Center measurements for the innerduct to be occupied.

**Effective date is** date entered in Assignment of Space Log

**Provisional Assignment Expiration Date:** 30 calendar days from the date entered in the Assignment of Space Log (i.e., Date Application must be submitted to hold the assignment of space.)

**Assignment/Access/Occupancy Box Data**

**"attached documents"** Completed Forms SW-9433 and/or SW-9435.

\_\_\_\_\_ **SWBT poles** The number of poles to be accessed.

\_\_\_\_\_ **Feet SWBT Whole Duct** The accumulated Center-to-Center measurements for the Whole Duct to be occupied. To be used only for cables too large in diameter (Typically copper conductor cables.) to fit in SWBT standard innerduct.

\_\_\_\_\_ **Feet SWBT Innerduct** The accumulated Center-to-Center measurements for the innerduct to be occupied.

**Effective date is** date entered in Assignment of Space Log

**Assignment Expiration Date:** 12 months from the date entered in the Assignment of Space Log (Date facilities must be placed to avoid forfeiture of assigned space.)

SW-9434  
ACCESS APPLICATION and MAKE-READY AUTHORIZATION  
FORM INSTRUCTIONS  
7/1/98

**Applicant's Estimated Construction Start Date:** Current "best estimate" of the date project construction will begin. "ASAP" is not an acceptable date.

**Applicant's Estimated Construction Completion Date:** Current "best estimate" of the date placements and splicing will be completed/ **"ASAP" is not an acceptable date.**

**Authorized by Applicant:** Signature and Title of the Applicant's representative authorizing the request for access and payment (if any) of related SWBT engineering charges in connection with such access.

**Date:** Date of authorization by Applicant's representative.

**MAKE -READY WORK Box Data**

**Estimated costs:** SWBT will calculate data for construction Labor, Material and Engineering Design hours and summarize the **TOTAL** estimated SWBT Make-Ready Costs.

**Estimated SWBT Completion Date** SWBT Engineering will provide the estimated completion date of SWBT Make-Ready Work based upon current scheduling loads.

☐ No Make-Ready Work Required. Applicant should check this box if it has determined that fully code/specifications-complaint access can be granted without any work or modifications by SWBT or other parties. If inner duct must be placed, box should not be checked.

☐ No Make-Ready work Required under 8.03(a). Applicant should check this box only if this Application is being submitted under the provisions described in 8.03(a) Immediate Occupancy.

☐ Make-Ready Work will be completed by Applicant's authorized contractor. If Applicant plans to utilize a mutually approved authorized contractor to perform all the Make-Ready work, this box only should be checked.

☐ I authorize SWBT to complete the required make-ready work... If applicant wants SWBT to perform all the Make-Ready Work, this box only should be checked.

**If some Make-Ready work must be done by SWBT and some will be done by the Applicant's *authorized contractor*, the last two boxes should be checked. A detailed description of the work to be done by SWBT must be included.**

**Applicant's Signature, Title and Date:**

If the *No Make-Ready Work Required* box is checked by Applicant, Applicant's Signature confirms the accuracy of the current Applicant construction schedule.

If the *No Make-Ready Work Required under 8.03(a)* box is checked, Applicant confirms Immediate Occupancy procedures have been followed.

If *Make-Ready will be completed by Applicant's Authorized contractor* is checked, Applicant's signature concurs with any changes in proposed Make-Ready work identified by SWBT and confirms the accuracy of the current schedule.

If SWBT will perform any Make-ready Work, Applicant's signature authorizes payment to SWBT of actual cost to perform the required make-ready work.

**LICENSE NO.** \_\_\_\_\_ **Authorized by SWBT:** The SWBT State ULS will authorize, date, and issue the License No. on the SW-9434 which becomes the Applicant's License for Access

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Conduit Occupancy

Retention Period: Active, Plus 5 Years

APPLICANT'S NAME: \_\_\_\_\_

AGREEMENT NO.: \_\_\_\_\_

APPLICATION NO.: \_\_\_\_\_

[ ] Provisional, Records Based Assignment

[ ] Pre-Occupancy Survey

TYPE: \_\_\_\_\_

(CATV, Telecom, Other)

Item #	W.C.	Oper. #	Record #	Manhole #	Street Address	Distance To Next Manhole (Cir to Cir)	Proposed Duct or Innerduct	Make Ready Work Y or N	Make Ready Description
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
TOTAL									

Number of Cables \_\_\_\_\_

Size of Cable (O.D. Inches) \_\_\_\_\_

Splice Information Manhole # \_\_\_\_\_, Details \_\_\_\_\_  
Splice Information Manhole # \_\_\_\_\_, Details \_\_\_\_\_  
Slack Loop Info. Manhole # \_\_\_\_\_, Details \_\_\_\_\_  
Slack Loop Info. Manhole # \_\_\_\_\_, Details \_\_\_\_\_

Date: \_\_\_\_\_ SIGNED: \_\_\_\_\_

Time: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
SWBT Representative

☐ Official File Copy, If Checked in Red

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SW9435  
CONDUIT OCCUPANCY  
FORM INSTRUCTIONS  
7/1/98

SW-9435  
(Rev. 7-98)  
Page 2

Form SW9435 may be used as follows: (1) Provisional, Records Based Assignment per Section 8.02(b), (2) Pre-Occupancy Survey per Section 7.04, and (3) Immediate Occupancy under Section 8.03(a). See Article 9 for additional information.

**REQUIRED INFORMATION FOR PROVISIONAL, RECORDS BASED ASSIGNMENT**

**APPLICANT'S NAME:** Name of firm submitting application for conduit space.

**AGREEMENT No.:** Number obtained from the Master Agreement Number.

**APPLICATION No.:** Will be provided by applicant in sequential ascending order.

☐ **Provisional Records Based Assignment:** Applicable when an applicant would make a Provisional, Records Based Assignment. The form will be signed and dated at the bottom by both the applicant and the SWBT representative. A copy will be provided to the applicant and the original will be maintained by SWBT.

**SWBT Wire Center:** Records are grouped by "Wire Center" name. Entering the name here eliminates having to show the Wire Center name in the "Record #" column.

**Type:** Applicant states that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

**Record #:** This would refer to either the SWBT paper record or the SWBT mechanized record number.

**Manhole #:** Applicant will supply each manhole number.

**Street Address:** Applicant will provide street address of the manhole, if applicable.

**Proposed Duct or Inner duct:** Applicant will identify the duct and the inner duct within the duct when inner duct is applicable.

**Make Ready Work:** Not required for Provisional, Records Based assignment.

**Make Ready Description:** Not required for Provisional, Records Based assignment.

**Number of Cables:** Applicant will enter the number of cables

**Size of Cable (O.D. inches):** Applicant will enter size of cable

**Splice Information Manhole #:** Not required for Provisional, Records Based assignment. Details: Not required for Provisional, Records Based assignment.

**Slack Loop Info. Manhole #:** Not required for Provisional, Records Based assignment.

**Details:** Not required for Provisional, Records Based assignment.

**Date:** The date the Provisional, Records Based Assignment was made.

**Time:** The time the Provisional, Records Based Assignment was made.

**Signed (Applicant's Representative):** Applicant's Representative signs the Provisional, Records Based Assignment was made.

**Signed (SWBT Representative):** SWBT's Representative signs when Pre-Occupancy Survey was submitted to SWBT.

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SW9435  
CONDUIT OCCUPANCY  
FORM INSTRUCTIONS  
7/1/98

SW-9435  
(Rev. 7-98)  
Page 3

**REQUIRED INFORMATION FOR PRE-OCCUPANCY SURVEY (CONDUIT SPACE)**

**FIRM'S NAME:** Name of firm submitting application for conduit space.

**AGREEMENT NO.:** Number obtained from the Master Agreement Number

**APPLICATION NO.:** Will be provided by applicant in sequential ascending order.

☐ **Pre-Occupancy Survey:** Applicable when this form is being used as a Pre-Occupancy Survey. The form would be completed in its entirety by the applicant and submitted to SWBT for review in obtaining conduit space.

**Type:** Applicant indicates that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

**Oper. #:** Applicant will provide the operation number when required. The same operation number may very well be referenced on an attached map.

**Manhole #:** Applicant will supply the each manhole number.

**Street Address:** Applicant will provide street address of the manhole, if applicable.

**Distance to Manhole:** Applicant will state the distance from manhole to manhole in feet.

**Proposed Duct or Inner duct:** Applicant will identify the duct and the inner duct within the duct when inner duct is applicable.

**Make Ready Work:** Not required for Provisional, Records Based assignment.

**Make Ready Description:** Not required for Provisional, Record Based assignment.

**Number of Cables:** Applicant will enter the number of cables.

**Size of Cable (O.D. Inches):** Applicant will enter size of cable.

**Splice Information Manhole #:** Applicant will enter any relevant splice information.

**Details:** Applicant will provide any relevant details regarding splice information.

**Slack Loop Info. Manhole #:** Not required for Provisional, Records Based assignment.

**Details:** Not required for Provisional, Records Based assignment.

**Date:** The date the Provisional, Records Based Assignment was made.

**Time:** The time the Provisional, Records Based Assignment was made.

**Signed (Applicant's Representative):** Applicant's Representative signs that Provisional, Records Based Assignment was made.

**Signed (SWBT Representative):** SWBT's Representative signs when Pre-Occupancy Survey was submitted to SWBT.

**IMMEDIATE OCCUPANCY:** Applicant must provide the same information required for Pre-Occupancy Survey. In addition, "IMMEDIATE OCCUPANCY" must be conspicuously noted on the for

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**NOTIFICATION OF SURRENDER OR MODIFICATION  
OF POLE ATTACHMENT LICENSE BY LICENSEE**

Page \_\_\_\_ of \_\_\_\_

**Southwestern Bell Telephone Company:**

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, \_\_\_\_\_ notice is hereby given that the licenses covering attachments to the following poles and/or anchors and/or utilization of anchor/guy strand is surrendered (or modified as indicated in Licensee's prior notification to Licensor, dated \_\_\_\_\_, \_\_\_\_\_) effective \_\_\_\_\_.

	POLE NO.	ANCHOR A/GS (ASSOC. POLE NO.)	LIC. NO & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1	12345				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Date Notification Received \_\_\_\_\_  
 Date Modification Accepted \_\_\_\_\_  
 By \_\_\_\_\_  
 Discontinued: \_\_\_\_\_  
  
 Poles \_\_\_\_\_  
 Anchors \_\_\_\_\_  
 Anchor/Guy Strands \_\_\_\_\_

\_\_\_\_\_  
 Name of Licensee  
  
 By \_\_\_\_\_  
 Title \_\_\_\_\_

☐ Official File Copy, If Checked in Red

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# NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE BY APPLICANT

License Agreement # \_\_\_\_\_

\_\_\_\_\_  
(Applicant)

\_\_\_\_\_  
(Address)

In accordance with the terms and conditions of the Licensing Agreement between us, dated \_\_\_\_\_, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified as indicated in Applicant's prior notification to SWBT, dated \_\_\_\_\_, \_\_\_\_\_) effective \_\_\_\_\_

	CONDUIT LOCATION	LIC. NO & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

S W B T	Date Notification Received _____
	Date Modification Accepted _____
	By _____
	Discontinued: _____
Total duct footage _____	

\_\_\_\_\_  
(Applicant)

By \_\_\_\_\_  
(Name of Authorized Agent)

Title \_\_\_\_\_  
(Title of Authorized Agent)

☐ Official File Copy, If Checked in Red

SW-9436B  
(Rev. 6-96)

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## NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT

Applicant Name \_\_\_\_\_

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, \_\_\_\_\_ notice is hereby given that the license covering attachments to the following is unauthorized (as indicated in Applicant's prior agreement to SWBT, dated \_\_\_\_\_, \_\_\_\_\_) effective \_\_\_\_\_.

	POLE NO. OR CONDUIT #	LOCATION (ASSOC. POLE NO.) MANHOLES involved	LIC. NO & DATE	UNAUTHORIZED ATTACHMENT	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

**SKETCH OF  
UNAUTHORIZED  
ATTACHMENTS  
ATTACHED**

Data Notification  
Sent \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT III**  
**ADMINISTRATIVE FORMS AND NOTICES (MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SWBT's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been conformed to the Master Agreement. The forms may be further revised by SWBT to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SWBT to Applicant and others.

- SW-9433: Pole Attachments
- SW-9434: Access Application and Make-Ready Authorization
- SW-9435: Conduit Occupancy
- SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee
- SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant
- SW-9436C: Notification of Unauthorized Attachments by Applicant

**EXHIBIT IV**  
**INSURANCE REQUIREMENTS (MISSOURI) -- PAGE 1 OF 4**

This Exhibit IV is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Exhibit, the term "premises" refers to any site located on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way and any location where CLEC or any person acting on CLEC's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to CLEC and All Persons and Entities Acting on CLEC's Behalf. CLEC shall maintain, at all times during the term of this Master Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover CLEC but all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at the premises described in 1) above. CLEC should require that all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. CLEC shall maintain, at all times during the term of the Master Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. CLEC shall require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by CLEC.

4) General Liability Insurance. To protect SWBT and any joint user from any liability for bodily injury or property damage, CLEC shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SWBT. SWBT shall be added as an additional insured in the standard policy or an endorsement thereto. CLEC shall also require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide General Liability coverage with the same limits and with SWBT added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by CLEC.

- a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or

**EXHIBIT IV**  
**INSURANCE REQUIREMENTS (MISSOURI) -- PAGE 2 OF 4**

entity acting on CLEC's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
  - 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
  - 3) Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.
  - 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
  - 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
  - 6) Contractual Liability coverage to provide financial responsibility for the CLEC to meet its indemnification obligations.
  - 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of the CLEC.
- b) Minimum policy limits shall be as follows:
- General Aggregate Limit: \$1,000,000.
- Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.
- Sublimit for personal injury and advertising: \$1,000,000.
- Products/Operations Aggregate Limit: \$1,000,000.
- Each occurrence sublimit for Products/Operations: \$1,000,000.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

**EXHIBIT IV**  
**INSURANCE REQUIREMENTS (MISSOURI) -- PAGE 3 OF 4**

- d) Policy language or endorsements adding SWBT as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SWBT from any liability for bodily injury or property damage arising out of CLEC's operations.

5) Automobile Liability insurance. The parties contemplate that CLEC and personnel acting on CLEC's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights of way, in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Accordingly, CLEC shall maintain, at all times during the term of the Master Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by CLEC or by any person or entity acting on CLEC's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. CLEC's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Master Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SWBT.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SWBT, must be received by SWBT prior to the issuance of any licenses pursuant to the Master Agreement and before CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.
- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.

**EXHIBIT IV**  
**INSURANCE REQUIREMENTS (MISSOURI) -- PAGE 4 OF 4**

- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

“SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.”

A certificate which does not include the phrase “or materially changed” does not meet SWBT’s requirements. A certificate reciting that the issuing company will “endeavor to” mail 30 days written notice to the certificate holder does not meet SWBT’s requirements. The language “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or similar language must be deleted from the certificate.

- e) The certificate holder shall be:

Southwestern Bell Telephone Company  
12930 Olive Street Road, Floor 2  
Creve Couer, Missouri 63141

ATTENTION: Utility Liaison Supervisor

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Exhibit and shall not be construed as a waiver by SWBT of any rights under the Master Agreement.

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

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon CLEC’s submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

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**EXHIBIT V**  
**NONDISCLOSURE AGREEMENT (MISSOURI) -- PAGE 1 OF 4**

Nondisclosure Agreement (SWBT Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

1) SWBT maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SWBT owns or controls. SWBT represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SWBT intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SWBT's competitors.

2) SWBT has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, or, if an individual, that he or she is acting on behalf of KMC Telecom III, Inc., which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

**EXHIBIT V**  
**NONDISCLOSURE AGREEMENT (MISSOURI) – PAGE 2 OF 4**

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SWBT's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SWBT a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SWBT's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SWBT's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SWBT records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SWBT to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SWBT's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: **"PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SWBT POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."**

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard



**EXHIBIT V**  
**NONDISCLOSURE AGREEMENT (MISSOURI) -- PAGE 3 OF 4**

to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SWBT and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SWBT in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SWBT may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SWBT's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SWBT. In the event of any breach of this Agreement for which legal or equitable relief is sought, SWBT shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SWBT in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Missouri.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

**EXHIBIT V**  
**NONDISCLOSURE AGREEMENT (MISSOURI) -- PAGE 4 OF 4**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

KMC Telecom III, Inc.  
Recipient

Southwestern Bell Telephone Company

By \_\_\_\_\_  
Signature of Recipient or Representative

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**EXHIBIT VI**  
**NOTICES TO CLEC (MISSOURI)**

Reserved for Future Notices to CLEC

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**EXHIBIT VII**  
**NOTICES TO SWBT (MISSOURI) -- PAGE 1 OF 3**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Exhibit, all notices to SWBT shall be given to the Utility Liaison Supervisor (ULS) designated in EXHIBIT VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SWBT's poles, ducts, conduits, and rights-of-way and serving as CLEC's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.01 Notification of Designation of Primary Point of Contact
- 7.03(a) Notification of intent to review records
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.05(e) Notification Regarding Make-Ready Work
- 12.03(d) Notification of placing J-hook on non-licensed pole
- 12.04 Notification of occupation of maintenance duct for short-term use
- 12.06 Notification of CLEC's maintenance contact
- 13.01 Notification of planned modifications
- 14.02(c) Notification of CLEC's desire to add to or modify its existing attachment
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.03 Notification of emergency repair coordinators
- 16.01 Notification of Facilities Compliance (if required)
- 17.02(c) Disclaimer of ownership or responsibility for untagged facilities

**EXHIBIT VII**  
**NOTICES TO SWBT (MISSOURI) -- PAGE 2 OF 3**

- 17.06 Notification of applicants response to ownership of facilities in question.
- 18.01(a) Notice of intent to remove facilities
- 18.01(e) Notice of intent to terminate license
- 18.05 Notification of completion of removal of facilities
- 20.01(c) Notification of change of bond
- 21.17 Reserved for Future Use
- 23.00 All notifications of insurance coverage in Article 23
- 24.02 Notification of assignment
- 25.01 Notification of Termination
- 27.04 Not Applicable
- 29.03 Notification of change in notice requirements.

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SWBT's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

- 6.05(a) Notifications relating to electrical interference
- 6.09(d) Notifications of unsafe conditions
- 6.11(a) Notification of manhole entry
- 6.13(c) Notification of hazardous substances
- 10.02(b) Notification of materials required for self-provisioning of inner duct
- 15.04 Notification of conditions requiring emergency repair
- 15.06(a) Notification of performing corrective work on emergency repair

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**EXHIBIT VII**  
**NOTICES TO SWBT (MISSOURI) -- PAGE 3 OF 3**

15.06(b) Notification of performing corrective work on emergency repair.

Additional information and questions concerning notice requirements. The ULS, as CLEC's initial point of contact, will provide additional information to CLEC concerning notification procedures for notices to be given to LSPC. Questions to SWBT concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide CLEC legal advice with respect to notice requirements. Questions by CLEC's personnel and other persons acting on CLEC's behalf concerning CLEC's legal obligations should be directed to CLEC's legal counsel or such other personnel as CLEC may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Exhibit may be made by SWBT from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

**EXHIBIT VIII**  
**IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Missouri is named below. Notices to the Utility Liaison Supervisor for areas code 816 should be addressed as follows:

Name: Gary Williams  
Title: Utility Liaison Supervisor  
Firm: Southwestern Bell Telephone Company  
Address: 500 E. 8<sup>th</sup>, Room 648  
City/State/Zip: Kansas City, Missouri 64106

Notices to the Utility Liaison Supervisor for the 314, 573 and 660 area codes should be addressed as follows:

Name: Daniel Goodwin  
Title: Utility Liaison Supervisor  
Firm: Southwestern Bell Telephone Company  
Address: 12930 Olive Street Road, Floor 2  
City/State/Zip: Creve Couer, Missouri 63141

Notices to the Utility Liaison Supervisor for the 417 area code should be addressed as follows:

Name: Daryl Yerton  
Title: Utility Liaison Supervisor  
Firm: Southwestern Bell Telephone Company  
Address: 1111 W. Capitol, Room 525  
City/State/Zip: Little Rock, Arkansas 72201

## **ATTACHMENT 14: INTERIM NUMBER PORTABILITY**

### **1.0 Interim Number Portability**

- 1.1 SWBT and CLEC will provide Interim Number Portability in accordance with requirements of the Act. Interim Number Portability (INP) will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or SWBT. The Parties will provide Permanent Number Portability (PNP) as soon as it is technically feasible, in conformance with FCC rules and the Act, and will participate in development of PNP in the state, in accordance with the FCC's First Report and Order and First Memorandum Opinion and Order on Reconsideration in Docket No. 95-116 (hereinafter called the LNP Order).

### **2.0 Non-Geographical Numbers**

- 2.1 Neither Party will be required to provide Interim Number Portability for non-geographic services (e.g., 500 and 900 NPAs) or on COPT lines under this Agreement, unless otherwise ordered by the FCC.

### **3.0 Availability**

- 3.1 INP will be made available to either Party by the other on a reciprocal basis. INP will be provided through INP-Remote (remote call forwarding or like service), INP-Direct (direct inward dialing trunks or like service) RI-PH (Route Index Portability Hub), or DN-RI (Directory Number Route Index). The requesting Party will specify the forgoing type of INP, on a per telephone number basis, and the providing Party will provide such method to the extent technically feasible.

### **4.0 INP-Remote**

- 4.1 INP-Remote is a service that uses existing remote call forwarding technology to provide INP by redirecting calls within the telephone network. When INP-Remote is used, calls to the ported number will first route to the original local service provider's switch to which the ported number was assigned. Such Party's switch will then forward the call to the assigned number of the new local service provider's end user customer. When more than a total of 3 paths are required to handle simultaneous calls to the same ported telephone number, the requesting Party will order from the providing Party additional paths.

### **5.0 INP-Direct**

- 5.1 INP-Direct is an existing service which uses DID or like technology to provide for the delivery of the calling (dialed) number to the requesting Party's switch for subsequent routing and call completion.



- 5.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.
- 5.3 Where the location of the requesting Party's switch is outside the area served by the providing Party's switch, the requesting Party is responsible for providing appropriate transport facilities.
- 5.4 INP-Direct must be established with a minimum configuration of 2 voice grade channels and one unassigned telephone number per switch. INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over trunk groups arranged for INP-Direct service.

## **6.0 Route Indexing**

- 6.1 SWBT will make available route index solutions, such as RI-PH and DN-RI, in addition to RCF, DID, and NXX migration. Route Index Portability Hub (RI-PH) is a call routing approach which uses existing switching capabilities to redirect calls, through an access tandem switch, to the new entrant switch..
- 6.2 The cost for the route index INP solutions will be based on TELRIC cost studies. All route indexing users, including CLEC will pay the associated costs.

## **7.0 Other Interim Portability Provisions**

- 7.1 Either Party will exchange with the other SS7 TCAP messages as required for the implementation of Customer Local Area Signaling Services (CLASS) or other features available.
- 7.2 Either Party will notify the other of any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office.
- 7.3 SWBT will cooperate with CLEC to ensure 911 service is fully available to ported end users consistent with state provisions. CLEC will have the right to verify the accuracy of the information regarding the CLEC customer in the ALI database.
- 7.4 Either Party will pass all Calling Party Number (CPN) or Automatic Number Identification (ANI) information to and from the ported number, whenever technically feasible.
- 7.5 SWBT agrees to populate its Line Information Database (LIDB) with information, such as TLN calling cards and Billing Number Screening (BNS), regarding ported numbers for billing. SWBT will provide access to LIDB database interfaces to accomplish this function, or make input on behalf of CLEC pursuant to LIDB data storage and administrative contracts.

7.5.1 SWBT will provide CLEC with interfaces that allow CLEC to access SWBT's LIDB service management system (SMS). These interfaces will allow CLEC to create, modify, and delete CLEC line records for ported numbers. SWBT will provide interfaces to the LIDB SMS to accomplish this function as set forth in Section 7.4.4.3. If there is no change to the customer's existing LIDB functionality (e.g., collect/third-party call blocking) SWBT should not remove the existing customer data in LIDB. If CLEC selects a non-SWBT LIDB or LIDB-like database, CLEC will promptly delete records from SWBT's LIDB that are migrated to the new LIDB or LIDB-like database.

7.6 SWBT agrees not to issue Telephone Line Number (TLN) based calling card numbers when a customer ports their number to CLEC.

7.7 SWBT and CLEC will cooperate in all service cutovers involving the other Party's service, to avoid unnecessary service outages.

7.8 Each Party will provide competitively neutral cost recovery as defined by the Commission which reflects the FCC NP Order.

#### **8.0 Cutover Process**

8.1 For a Coordinated Cutover Environment (where the loop is being purchased by CLEC as an unbundled Network Element at the time of INP implementation), SWBT will update switch translations where necessary as close to the requested time as possible, not to exceed 30 minutes after the physical cutover is completed.

8.2 For a Non-Coordinated Cutover Environment (where the loop is supplied by CLEC) SWBT will schedule a mechanized update of switch translations at the CLEC requested cutover time (frame due time). SWBT will provide an operation contact whom CLEC can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, completion will be negotiated by the parties.

#### **9.0 Testing**

9.1 SWBT and CLEC will cooperate in conducting testing to ensure interconnectivity between systems. The Parties will inform each other of any system updates that may affect either Party's network and will perform tests to validate the operation of the network.

#### **10.0 Recording and Billing**

10.1 The Parties will provide to each other the Exchange Message Records (EMR) for all alternately billed calls.

- 10.2 The Parties will supply each other with originating billing records which will enable them to bill each other or any other LSP for any local interconnection charge.

**11.0 Line Status Verification/Busy Line Verify**

- 11.1 When a Line Status Verification or Busy Line Interrupt request for a ported number is directed to either Party's operator and the query is not successful if the operator is aware that the number is a ported number, then the operator will direct the caller to the appropriate operator.

**12.0 Pricing**

- 12.1 The Parties agree to track the costs associated with the implementation of INP, and to "true-up" INP related accruals to reflect the final determination as to the costs to be utilized and the cost allocation methodology.

**13.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

**ATTACHMENT 15: 911/E911**

**TERMS AND CONDITIONS FOR PROVIDING CONNECTION  
TO 911/E911 UNIVERSAL EMERGENCY NUMBER SERVICE**

This Attachment 15: 911/E911 sets forth the terms and conditions under which SWBT will provide the connection between CLEC's local switch and 911 Universal Emergency Number Service.

**1.0 Definitions**

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 911 Universal Emergency Number Service (also includes E911-Expanded 911) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the 911 customer may receive and answer telephone calls placed by dialing number 911. 911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
- 1.2 911 Universal Emergency Number Service Customer - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.
- 1.3 Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. The 911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.4 Centralized Automatic Message Accounting (CAMA) Trunk - A trunk capable of transmitting Automatic Number Identification (ANI) associated with 911 customer calls from a switch to the E911 Network where the ANI feature is included.
- 1.5 Automatic Number Identification (ANI) - A feature that automatically forwards the telephone number of the calling party to the E911 Control Office from which it is switched to the PSAP and is displayed at an attendant position console.

- 1.6 Automatic Location Identification (ALI) - A feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.
- 1.7 Selective Routing (SR) - A feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
- 1.8 Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features and database of E911 service.
- 1.9 ALI Database - A database which stores information associated with end user customers' telephone numbers.

## **2.0 Responsibilities**

- 2.1 SWBT will provide and maintain equipment at the E911 Control Office and the DBMS as is necessary to perform the E911 services set forth herein. SWBT will also be responsible for the following:
  - 2.1.1 when requested by CLEC, transporting the E911 calls from the interconnection point with CLEC facilities connecting CLEC's switches to the Control Offices of the E911 System. The CLEC switches will be listed in the form attached hereto as Addendum I as the CLEC switches are deployed;
  - 2.1.2 switching the E911 calls through the E911 Control Office to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 customer;
  - 2.1.3 storing the names, addresses, and associated telephone numbers from CLEC's exchanges in the electronic data processing database for the E911 DBMS. (CLEC is responsible for downloading and updating this information);
  - 2.1.4 transmission of the ANI and ALI information associated with CLEC's end users accessing E911 service to the PSAP for display at an attendant position console.
- 2.2 SWBT will provide and maintain sufficient dedicated E911 circuits, in accordance with the provisions of the E911 tariff and specifications of the E911 customer.
- 2.3 SWBT will provide CLEC with a description of the geographic area and PSAPs served by the E911 Control Office(s) according to industry standards for E911 information sharing.

- 2.4 SWBT will provide CLEC with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Addendum I, in accordance with the methods and procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS" (dated July 31, 1996), and as subsequently modified consistent with industry standards. SWBT will provide CLEC additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Addendum I. In addition, SWBT will provide CLEC with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document for each file downloaded by CLEC to SWBT's DBMS, so that CLEC may ensure the accuracy of the end user records.
- 2.5 At a reasonable time prior to establishment of E911 service, CLEC will download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 service and will promptly notify SWBT in writing of any changes to be made in such records. CLEC will adopt and comply with operating methods applicable to downloading and maintaining CLEC's end user records in SWBT's DBMS, as set forth in the document referenced in Section 2.4, above.
- 2.6 CLEC acknowledges that its end users in a single local calling scope may be served by different PSAPs. CLEC will be responsible for providing facilities to route calls from its end users to the proper E911 Control Office.
- 2.7 At a reasonable time prior to establishment of E911 service, CLEC will populate E911 databases using the NENA Version 2 record format, as adapted in the document referenced in Section 2.4 above.
- 2.8 During the period when interim number portability is utilized, SWBT and CLEC will coordinate their databases to provide for the display of ported numbers at the PSAP as part of the ALI screen display, subject to PSAP capability.
- 2.9 CLEC acknowledges that it may serve end users in communities that do not have 911 service, or communities where 9-1-1 service is not provided by a SWBT E911 Control Office. In circumstances where SWBT provides E911 service with the ALI feature, but there are no CAMA trunks connecting an CLEC switch to a SWBT E911 Control Office, CLEC will have access to the SWBT DBMS to include customer name and address information in the ALI database in conjunction with the ALI feature provided to the E911 customer. Trunking configurations in these circumstances must be negotiated on a case-by-case basis within the limitations of the local 9-1-1 service network and the E911 customer's PSAP equipment which may, or may not, be provided by SWBT.

**3.0 Methods and Practices**

- 3.1 With respect to all matters covered by this Attachment, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of SWBT's tariffs, and the rules and regulations of the FCC and the State Commission that apply to the provision of 911 and E911 Service.

**4.0 Contingency**

- 4.1 The Parties agree that the 911 service is provided for the use of the 911 customer, and recognize the authority of the 911 customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and CLEC. The terms and conditions of this Attachment represent a negotiated plan for providing 911 service, for which CLEC must obtain documentation of the 911 customer's approval. CLEC will provide such documentation to SWBT prior to use of CLEC's 911 connection for actual emergency calls.
- 4.2 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

SWBT representative:

Contract Management  
Southwestern Bell Telephone Company  
4 Bell Plaza  
311 S. Akard, 9<sup>th</sup> Floor  
Dallas, Texas 75202

CLEC representative:

Tricia Breckenridge  
Senior Vice President Bus. Dev.  
KMC Telecom III, Inc.  
1545 Route 206, Ste. 300  
Bedminster, NJ 07921-2567

- 4.2.1 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

- 4.3 The terms and conditions of this Attachment are subject to renegotiation in the event that the 911 customer orders changes to the 911 service that necessitate revision of this Attachment.

**5.0 Basis of Compensation**

- 5.1 Compensation to SWBT for provision of connection to 911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.
- 5.2 For computation in Addendum II, during the initial year that SWBT provides CLEC connection to E911 service, the number of lines (business and consumer) as shown in Addendum I will be counted on January 1, April 1, July 1, and October 1 (or the first day of service, with proration of the first months charges) and the number will be used in computing compensation for the corresponding quarter. At the end of the first full year of service, a new count of lines will be made and it will be used until the succeeding December 31. For each succeeding year, a new count of lines, as of the first day of January, will be used in the computation of compensation under this Attachment for that year. Each count of lines will be rounded to the nearest thousand for compensation purposes.
- 5.3 Charges will begin on the date connection to E911 service commences.

**6.0 Monthly Billing**

- 6.1 SWBT will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 5.0 above, and CLEC will make payment in full within thirty (30) days from the date of the bill.

**7.0 Indemnification**

- 7.1 Indemnification provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

**8.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions,



interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

Addendum I to Attachment 15: 911

LSP SERVING AREA DESCRIPTION AND E911 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP "OCN"	LSP Switch	Switch Type	LSP NPA/NXX(s) included
E911 Coordinator			CLLI Code	Estimated # of EAAs
	LSP Telco ID			
			"Connect Signal" Digits <sup>(4)</sup>	
911 Database Manager	LSP Service Area Definition		1-1	
			ETST Code	# 911 Trunks Requested
Switch Site Contact			"Default" PSAP	Requested Service Date
SWBT E911 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E911 CONTROL OFFICE				
E911 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL <sup>(1)</sup>	PSAPs INCLUDED	E911 CUSTOMER and AGENCY TYPE <sup>(see legend below)</sup>
E911 Features Required:				
# of 911 Trunks from LSP:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area. (2) n/a (3) Only areas within the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included. (4) Refer to network interface specifications in Exhibit III.				
"TYPE OF AGENCY" LEGEND: HRC = Home Rule City ECD = Emergency Communications District COG = Council of Governments or Regional Planning Commission GLC = General Law City Cnty = County with special provisions				
				Date Prepared

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**ATTACHMENT E911**

**ADDENDUM II  
BASIS OF COMPENSATION**

This Addendum II is attached to and made a part of Attachment 15: E911.

- A. The following compensation amounts will be due SWBT for the provision of services under the above-mentioned Attachment for CLEC exchanges and the feature configurations shown in Addendum I. These prices are interim in nature from the effective date of this agreement in Case Nos. TO-97-40; TO-97-67.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Nonrecurring Charge Per 1000 Access Lines</u>
Automatic Number Identification		
- SWBT PSAP	\$10.00	\$80.00
- non-SWBT PSAP	\$10.00	\$80.00
Combined Automatic Number Identification and Selective Routing		
- SWBT PSAP	\$51.60	\$85.00
- non-SWBT PSAP	\$51.60	\$85.00
Combined Automatic Number and Automatic Location Identification		
- SWBT PSAP	\$83.60	\$85.00
- non-SWBT PSAP	\$83.60	\$85.00
Combined Automatic Number, Automatic Location Identification, And Selective Routing		
- SWBT PSAP	\$83.60	\$85.00
- non-SWBT PSAP	\$83.60	\$85.00

- B. The following trunk charges will be paid to SWBT for each E911 control office to which CLEC connects. These prices are interim in nature from the effective date of this agreement to the State Commission's determination of permanent prices in Case Nos. TO-97-40; TO-97-67.

Trunk Charge - Channel (Each)

Monthly Recurring

\$85.00 per trunk

Nonrecurring

\$170.00 per trunk

## **ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT**

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

### **1.0 Protection of Service and Property**

- 1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SWBT agrees to take the following reasonable and prudent steps, including but not limited to:
  - 1.1.1 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent SWBT provides this protection to its own facilities. SWBT will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. If escorted, CLEC employees and authorized agents must present identification required by SWBT.
  - 1.1.2 SWBT will follow mutually agreed upon notification procedures in the event it becomes necessary for a SWBT employee to enter into the exclusive CLEC collocated space.
  - 1.1.3 Complying at all times with mutually agreed to CLEC security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain CLEC equipment or equipment enclosures.
  - 1.1.4 Allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as SWBT has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.
  - 1.1.5 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.
  - 1.1.6 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as SWBT provides to itself.
  - 1.1.7 Limiting the keys used in SWBT's keying systems for cages which contain or house CLEC equipment or equipment enclosures to its employees for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. SWBT will change locks at CLEC's request and expense where a security breach is known or suspected and the breach is not caused by SWBT.

- 1.1.8 Where CLEC requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house CLEC equipment or equipment enclosures.
- 1.1.9 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.
- 1.1.10 Providing prompt notification to designated CLEC personnel to indicate an actual or attempted security breach of which SWBT is aware.
- 1.2 CLEC and SWBT further agree to:
  - 1.2.1 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.
  - 1.2.2 Installing controls:
    - to disconnect a user for a pre-determined period of inactivity on authorized ports;
    - to protect customer proprietary information; and,
    - to databases to ensure both ongoing operational and update integrity.
  - 1.2.3 Logical Security:
    - assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element will be established through a secure network or security gateway.
    - agreeing to comply with AT&T Corporate Security Instruction 3.03 "Computer Security Requirements," March 1993, and AT&T Network Security Requirements 4.0, March 1996.

## 2.0 **Revenue Protection**

- 2.1 SWBT will make available to CLEC to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers.
- 2.2 SWBT will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

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- 2.3 SWBT will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

**3.0 Law Enforcement Interface**

- 3.1 SWBT will provide five day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. SWBT will provide assistance 24 hours per day for situations involving immediate threat to life or at the request of law enforcement officials. SWBT will provide a 24 hour contact number to administer this process.

**4.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

### **ATTACHMENT 17: Failure to Meet Performance Criteria**

This Attachment 17: Failure to Meet Performance Criteria to the Agreement sets forth the terms and conditions by which SWBT will pay CLEC liquidated damages in the event of a Specified Performance Breach as defined in this Attachment. This Attachment 17 contains Performance Criteria which would apply to resold services, stand alone unbundled network elements (UNEs) and unbundled network elements, if and when SWBT provides combination of such UNEs. By this Attachment, SWBT is not agreeing to combine UNEs, but is agreeing to performance criteria which would apply in the event SWBT later provides combinations.

#### **1.0      Definitions**

- 1.1      When used in this Attachment 17, the following terms will have the meanings indicated:
  - 1.1.1      Specified Activity means any activity performed under this Agreement as to which a Performance Measurement has been established in this Attachment.
  - 1.1.2      Performance Measurements means the set of measurements listed in all of Section 9.0 of this Attachment, as it may be supplemented or modified by agreement of the Parties.
  - 1.1.3      Performance Criteria means the target level of SWBT performance specified for each Performance Measurement.
  - 1.1.4      Specified Performance Breach means the failure by SWBT to meet the Performance Criteria for any Specified Activity listed in Section 1.1.4.4 by any of the degrees of variance as described below.
    - 1.1.4.1      Where monthly performance by SWBT for CLEC on a Performance Measurement is within one standard deviation of the Performance Criteria specified, no Specified Performance Breach occurs with respect to that measurement.
    - 1.1.4.2      SWBT performance on a single measurement for CLEC that is greater than one standard deviation and less than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach if the same measure remains in this range for two consecutive months (liquidated damages of \$25,000 apply to each measurement which remains in the above stated range for two months); Conversely, if for two consecutive months, the performance provided to CLEC exceeds that provided to SWBT (within one to three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.



- 1.1.4.3 SWBT performance for CLEC on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach and will result in liquidated damages of \$75,000 payable for each such month; Conversely, if in a single month, the performance provided to CLEC exceeds that provided to SWBT (by greater than three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.
  - 1.1.4.3.1 The four service categories within which performance credits may be used to offset the penalties are Pre-Ordering, Ordering/Provisioning, Maintenance/Repair, and General.
- 1.1.4.4 Liquidated damages for a Specified Performance Breach, as defined above, will only apply to the following Specified Activities:
  - Pre-Ordering
    - 1.1.4.4.1 Average response time for OSS Pre-Order Interfaces
      - Ordering and Provisioning
        - A. Completions
          - POTS & UNE POTS Loop and Port Combinations
  - 1.1.4.4.2 Average installation interval
  - 1.1.4.4.3 Percent SWBT Caused Missed Due Dates
  - 1.1.4.4.4 Delay Days for Missed Due Dates
  - 1.1.4.4.5 Percent No Access
    - Specials and UNE Specials Loop and Port Combination
  - 1.1.4.4.6 Average installation interval
  - 1.1.4.4.7 Percent SWBT Caused Missed Due Dates
    - UNEs (Excludes UNE Loop and Port Combination)
  - 1.1.4.4.8 Average installation interval

1.1.4.4.9 Percent SWBT Caused Missed Due Dates

B. Order Accuracy

1.1.4.4.10 Percent POTS Installation Reports Within 10 Days

1.1.4.4.11 Percent Specials Installation Reports Within 30 Days

1.1.4.4.12 Percent UNE Installation Reports Within 30 Days

C. Order Status

1.1.4.4.13 Percent Firm Order Completions received within "x" hours

1.1.4.4.14 Percent Mechanized Rejects Returned within 1 hour of the start of the EDI/LASR batch process

1.1.4.4.15 Percent Mechanized Completion Notices return within one hour of successful execution of the SORD (BU340) batch cycle

D. Held Orders

1.1.4.4.16 Percent Company Missed Due Dates Due to Lack of Facilities

1.1.4.4.17 Delay Days for Missed Due Dates Due to Lack of Facilities

E. Flow Through

1.1.4.4.18 Percent Flow Through

Maintenance/Repair

A. Time to Restore

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.19 Receipt to Clear Duration

1.1.4.4.20 Percent Out of Service < 24 Hours

Specials and UNE Specials Loop and Port Combination

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1.1.4.4.21 Mean Time to Restore

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.22 Mean Time to Restore

1.1.4.4.23 Percent Out of Service < 24 Hours

B. Repeat Troubles

1.1.4.4.24 Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

1.1.4.4.25 Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

1.1.4.4.26 Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

C. Report Rate

1.1.4.4.27 POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

1.1.4.4.28 Specials and UNE Specials with Loop and Port Combination Failure Frequency

1.1.4.4.29 UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

D. Appointments Missed

1.1.4.4.30 POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

1.1.4.4.31 UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

E. No Access

1.1.4.4.32 POTS & UNE POTS with Loop and Port Combinations Percent No Access

General

A. Billing

1.1.4.4.33 Percent of Billing Records Transmitted Correctly

1.1.4.4.34 Any Measurement listed below that is provided on an aggregate basis by SWBT (Reported for SWBT and CLECs combined) that in the future if SWBT provides the

service such that SWBT differentiates itself from the CLEC, then SWBT would provide CLEC with the information related to CLEC and SWBT as well as the aggregate CLEC data.

## **2.0 Specified Performance Standards**

- 2.1 The performing Party warrants that it will meet the above Performance Criteria, except in those instances where its failure to do so is a result of a) the other Party's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request.

## **3.0 Occurrence of a Specified Performance Breach.**

- 3.1 In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a Party might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a Party having available to it end user opportunities similar to those opportunities available to a Party at the time of a breach; and 3) the difficulty of accurately ascertaining the amount of damages a Party would sustain if a Specified Performance Breach occurs. In the event of a Specified Performance Breach, the breaching Party agrees to pay the other Party, subject to Section 5.1 below, damages as referenced in all of Section 1.1.4 of this Attachment.

## **4.0 Liquidated Damages**

- 4.1 The damages payable by either Party as a result of a Specified Performance Breach will be the amounts specified for each Specified Performance Breach in all of Section 1.1.4 (collectively, these amounts are referred to as "Liquidated Damages"). The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of the Parties at the time of the negotiation and entering into of this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages either Party would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

## **5.0 Limitations**

- 5.1 In no event will a Party be liable to pay the Liquidated Damages if that Party's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a Party to perform any of its obligations set forth in this Agreement; b) any delay, act or failure to act by an

end user, agent or subcontractor of either Party; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of a Party's compliance with the Performance Criteria, or (ii) only suspends a Party's ability to timely perform the Specified Activity, the applicable time frame in which that Party's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

## **6.0 Records and Reports**

- 6.1 SWBT will not levy a separate charge for provision of the data to CLEC called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 6.2 Reports are to be made available to the CLEC by the 15<sup>th</sup> day following the close of the calendar month. If the 15<sup>th</sup> falls on a weekend or holiday, the reports will be made available the next business day. If requested by CLEC, data files of CLEC raw data are to be transmitted by SWBT to CLEC on the 15<sup>th</sup> day pursuant to mutually acceptable format, protocol, and transmission media.
- 6.3 If SWBT does not provide a measurement at the time required, and fails to cure this omission by the 15<sup>th</sup> day of the succeeding month, the measurement will be considered to be out of parity by more than three standard deviations under the liquidated damages provisions set forth above, unless SWBT can demonstrate that the omission was the result of any of the factors listed in Section 5.1 above.
- 6.4 Using the rules defined for liquidated damages, SWBT will provide the credits for the associated damages within 30 days after reporting the measurement. Where liquidated damages result from a failure to report a measurement, SWBT will provide the credits within 30 days after the expiration of the cure period provided for in Section 6.3 above (i.e., the 15<sup>th</sup> day of the month succeeding the month in which the omission occurred).
- 6.5 CLEC and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SWBT will allow CLEC to have an independent audit conducted, at CLEC's expense, of SWBT's performance measurement data collection, computing, and reporting processes. The auditor will

enter into an appropriate non-disclosure agreement. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC's audit rights under other provisions of this Agreement.

- 6.6 Should SWBT at some future date purchase local services from CLEC, the Parties will negotiate performance measures to be provided to SWBT.

**7.0 Remedial Plans**

- 7.1 Within 15 business days after any of the following events occur, SWBT will prepare and provide to CLEC a remedial plan that specifies and schedules the steps SWBT will take to determine and remedy the particular performance deficiency:

7.1.1 SWBT reports performance for CLEC on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria; or

7.1.2 SWBT reports performance for CLEC on any Performance Measurement in three successive months that is greater than one standard deviations below the Performance Criteria.

**8.0 Initial Implementation; Data Review**

- 8.1 The Parties agree that none of the liquidated damages provisions set forth in this Attachment will apply (except for liquidated damages based on a failure to provide Performance Measurement reports) during the first three months after CLEC first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement. The remedial plan provisions of this Attachment apply during this three month period.

- 8.2 The Parties agree to revise the Performance Criterion for a Performance Measurement whenever a sufficient quantity of performance data indicate that SWBT's performance for itself on a particular measurement does not closely enough approximate a normal distribution curve to make use of standard deviation measures reasonable. In this event, the Parties will substitute a Performance Criterion that provides an alternative, statistically sound measure of parity performance. If the Parties cannot agree on a substitute Performance Criterion, they will appoint an independent statistician to select one.

## 9.0 Performance Measurements

SWBT will provide the following Performance Measurements under this Agreement:

- 9.0.1 All UNE combination measurements listed below will apply if and when SWBT combines the elements for the CLEC.
- 9.0.2 When SWBT does not combine elements for CLECs, some measurements below may not apply and additional measurements may be required to be developed based upon the access provided by SWBT to CLECs for the purpose of combining elements. Additional measurements required based upon the access given to CLECs for combining elements are subject to arbitration or dispute resolution by the Missouri Commission.
- 9.0.2.1 For UNE combination measurements that do not apply, liquidated damages are not applicable.
- 9.0.2.2 Liquidated damages for the following measurements will not apply unless the measurement for the CLEC includes at least thirty individual data points.

### 9.1 Pre-Ordering

#### 9.1.1 Measurement - Average response time for OSS Pre-Order Interfaces

Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and DataGate) by function:

- |   |           |              |              |
|---|-----------|--------------|--------------|
| • Address Verification                      | Datagate: | 80% ≤ 5 sec  | 90% ≤ 7 sec  |
|   | Verigate: | 80% ≤ 5 sec  | 90% ≤ 7 sec  |
| • Request For Telephone Number              | Datagate: | 80% ≤ 4 sec  | 90% ≤ 6 sec  |
|   | Verigate: | 80% ≤ 4 sec  | 90% ≤ 6 sec  |
| • Request For Customer Service Record (CSR) | Datagate: | 80% ≤ 6 sec  | 90% ≤ 8 sec  |
|   | Verigate: | 80% ≤ 7 sec  | 90% ≤ 10 sec |
| • Service Availability                      | Datagate: | 80% ≤ 3 sec  | 90% ≤ 5 sec  |
|   | Verigate: | 80% ≤ 11 sec | 90% ≤ 13 sec |

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- Service Appointment Scheduling (Due Date)

Datagate:	80% ≤ 2 sec	90% ≤ 3 sec
Verigate:	80% ≤ 2 sec	90% ≤ 3 sec

- Dispatch Required

Datagate:	80% ≤ 17 sec	90% ≤ 19 sec
Verigate:	80% ≤ 17 sec	90% ≤ 19 sec

Calculation -  $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

9.1.1.1 Note: The response times stated above may be altered if mutually agreed upon.

9.1.1.2 Note: CLEC and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

9.1.2 Measurement - EASE Average Response Time

Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return.

Calculation -  $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported for all CLECs and SWBT by division name (CPU platform).

9.1.3 Measurement - Percent Responses Received within "x" seconds.

Definition - The % of functions completed in "x" seconds for pre-order interfaces (Verigate and DataGate) by function:

- Address Verification

DataGate:	<5, <7, and >7
Verigate:	<5, <7, and >7

- Request For Telephone Number

DataGate:	<4, <6, and >6
Verigate:	<4, <6, and >6



- Request For Customer Service Record (CSR)  
DataGate: <6, <8, and >8  
Verigate: <7, <10, and >10
- Service Availability  
DataGate: <3, <5, and >5  
Verigate: <11, <13, and >13
- Service Appointment Scheduling (Due Date)  
DataGate: <2, <3, and >3  
Verigate: <2, <3, and >3
- Dispatch Required  
DataGate: <17, <19, and >19  
Verigate: <17, <19, and >19

Calculation - (# of responses within each time interval ÷ total responses) \* 100

Report Structure - Reported on a company basis by interface for DataGate and Verigate.

- 9.1.4 Note: CLEC and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

## 9.2 **Ordering And Provisioning**

### A. Completions

#### POTS & UNE POTS Loop and Port Combinations

- 9.2.1 Measurement - Average installation interval

Definition - Average business days from application date to completion date for N,T,C orders, excluding customer caused misses and customer requested due dates greater than 5 business days.

Calculation -  $[\Sigma(\text{completion date} - \text{application date})]/(\text{Total number of orders completed})$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.2 Measurement - Percent Installations Completed within "x" business days

Definition - Percent installations completed within 5 business days for FW and 3 business days for NFW orders from receipt of confirmed service order excluding orders where customer requested a due date greater than 5 business days for FW and 3 business days for NFW orders and orders with only customer caused misses.

Calculation -  $(\# \text{ N,T,C orders installed within "x" business days} \div \text{Total N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.3 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses.

Calculation -  $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.4 Measurement - Delay Days for SWBT caused Missed Due Dates

Definition - Average calendar days from due date to completion date on company missed orders.

Calculation -  $\Sigma(\text{Completion date} - \text{Committed order due date}) / (\# \text{ of posted orders})$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Broken out by Resale or UNE Loop and Port.

9.2.5 Measurement - Percent No Access

Definition - Percent of Field Work (FW) N,T,C orders that are no accessed.

Calculation -  $\text{Count of FW N,T,C orders that are not accessed} \div \text{Total number of FW N,T,C orders}$ .

Report Structure - Reported for CLEC, total CLECs and SWBT retail. Broken out by Resale or UNE Loop and Port.

Specials and UNE Specials Loop and Port Combination

9.2.6 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation -  $[\Sigma(\text{completion date} - \text{application date})]/(\text{Total number of orders completed})$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

9.2.7 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation -  $\sqrt{\Sigma(\text{individual installation interval} - \text{mean installation interval})^2 / (\text{number of orders in the sample} - 1)}$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

9.2.8 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders (N,T,C orders include all orders that a CLEC may send to SWBT including conversions) where installations were not completed by the negotiated due date excluding customer caused misses.

Calculation -  $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

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Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

UNEs (Excludes UNE Loop and Port Combinations)

#### 9.2.9 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation -  $[\Sigma(\text{completion date} - \text{application date})]/(\text{Total number of orders completed})$

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule).

The following are standard intervals for installation intervals for UNEs since no parity measurement is proposed:

2 Wire Analog and Digital and INP (1-10) – 3 Days  
2 Wire Analog and Digital and INP (11-20) – 7 Days  
2 Wire Analog and Digital and INP (20+) – 10 Days

DS1 loop(includes PRI) – 3 Days

Switch Ports - Analog Port - 2 Days  
Switch Ports - BRI Port (1-50) - 3 Days  
Switch Ports - BRI Port (50+) - 5 Days  
Switch Ports - PRI Port (1-20) - 5 Days  
Switch Ports - PRI Port (20+) - 10 Days

DS1 Trunk Port (1 to 10) – 3 days  
DS1 Trunk Port (11 to 20) – 5 Days  
DS1 Trunk Port (20+) – ICB

Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 days  
Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days  
Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

9.2.10 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation -  $\sqrt{\frac{\sum(\text{individual installation interval} - \text{mean installation interval})^2}{(\text{number of orders in the sample} - 1)}}$

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule). Standard to be developed as data is produced.

9.2.11 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses.

Calculation -  $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

B. Order Accuracy

9.2.12 Measurement - Percent POTS Installation Reports Within 10 Days (I-10)

Definition - Percent of N,T,C orders that receive a network customer trouble report not caused by CPE or wiring within 10 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports).

Calculation -  $(\text{Count of N,T,C orders that receive a network customer trouble report within 10 calendar days of service order completion} \div \text{Total N,T,C orders (excludes trouble reports received on the due date)}) * 100$

Report Structure - Reported for POTS Resale and UNE POTS with Loop and port combinations by CLEC, all CLECs and SWBT retail by Field Work (FW), No Field Work (NFW) business and residence.

9.2.13 Measurement - Percent Specials Installation Reports Within 30 Days (I-30)

Definition - Percent N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - (Count of N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) \* 100

Report Structure - Reported for Resale Specials and UNE Specials with loop and port combinations by CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

9.2.14 Measurement - % UNE Installation Reports Within 30 Days (I-30)

Definition - Percent UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - (Count of number of UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total UNE N,T,C orders (excludes trouble reports received on the due date)) \* 100

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

9.2.15 Measurement - Provisioning Accuracy

Definition - % of orders installed without error.

Calculation - (Count of orders completed without error ÷ total orders) \* 100

Report Structure - Reported by individual CLEC, all CLECs and SWBT.

C. Order Status

9.2.16 Measurement - % Firm Order Confirmations (FOCs) received within "x" hours.

Definition - Percent of FOCs returned within a specified time frame from receipt of service order to return of confirmation to CLEC.

- All Res. And Bus. < 24 Hours

- Complex Business (1-200) < 48 Hours
- Complex Business (200+) - negotiated
- UNE Loop (1-49 Loops) < 24 Hours
- UNE Loop (> 50 Loops) – 48 Hours
- Switch Ports < 24 hours

Calculation -  $(\# \text{ FOCs returned within "x" hours} \div \text{total FOCs sent}) * 100$

Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders). The FOC for EASE is considered to be at the time the due date is negotiated and is not included in the calculation.

9.2.17 Measurement - Average Time To Return FOC

Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC.

Calculation -  $\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Acknowledgment})]/(\# \text{ of FOCs})$

Report Structure - Reported for CLEC and all CLECs.

9.2.18 Measurement - Percent Mechanized Rejects returned within 1 hour of the start of the EDI/LASR batch process. The EDI and LASR processes executes every two hours between 6:00 AM and 12:00 AM.

Definition - % mechanized rejects returned 1 hour of the start of the EDI/LASR batch process.

Calculation -  $(\# \text{ mechanized rejects returned within 1 hour} \div \text{Total rejects}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 2 hour interval above is subject to change as the EDI polling time frame changes. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

9.2.19 Measurement - Average Time to Return Mechanized Rejects

Definition - Average time required to return a mechanized reject.

Calculation -  $\Sigma[(\text{Date and Time of Order Rejection}) - (\text{Date and Time of Order Acknowledgment})]/(\# \text{ of Orders Rejected})$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval to send a reject will be within 97% within 1 hour PON. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

- 9.2.20 Measurement - Percent Mechanized Completions Returned Within 1 hour upon the successful execution of the SORD (BU340) batch cycle which updates the order status, indicating a completion notice. The batch process executes at the following times: 9:00 am, 12:00 noon, 3:00 pm, 6:00 pm, 10:30 pm.

Definition - % mechanized completions returned within 1 hours for EDI and LEX.

Calculation -  $(\# \text{ mechanized completions returned to CLEC within 1 hour} \div \text{Total completions}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval above is subject to change as the EDI polling time frame changes.

- 9.2.21 Measurement - Average Time to Return Mechanized Completions

Definition - Average time required to return a mechanized completion.

Calculation -  $\Sigma[(\text{Date and Time of Notice Of Completion Issued to the CLEC}) - (\text{Date and Time of Work Completion})] / (\# \text{ of Orders Completed})$

Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval for returning completion will be >97% received within 1 hour of order completion. The 1 hour interval is subject to change as the EDI polling time frame changes.

D. Held Orders

- 9.2.22 Measurement - % Company Missed Due Dates Due To Lack Of Facilities

Definition - % N,T,C orders with missed committed due dates due to lack of facilities

Calculation -  $\text{Total N,T,C orders with missed committed due dates due to lack of facilities} \div \text{Total N,T,C orders}$



Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Reported for > 30 calendar days & > 90 calendar days.  
(Calculated monthly based on posted orders.)

9.2.23 Measurement - Delay Days for Missed Due Dates Due to Lack of Facilities

Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities.

Calculation -  $\Sigma(\text{Completion date} - \text{Committed order due date}) / (\# \text{ of posted orders})$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE.

E. Flow Through

9.2.24 Measurement - Percent Flow Through

Definition - % of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT than analogous retail services, and automated provisioning to the extent that is provided for analogous retail services.

Calculation -  $(\# \text{ of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT} \div \text{total orders sent})$

Report Structure - Reported for CLEC, all CLECs and SWBT for POTS (Broken out by Resale and UNE loop+Port), Specials (Resale and UNE loop+Port), and UNE)

9.3 Maintenance/Repair

A. Time To Restore

POTS & UNE POTS Loop and Port Combinations

9.3.1 Measurement - Receipt To Clear Duration

Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable).

Calculation -  $\Sigma[(\text{Date and time ticket is cleared with customer}) - (\text{Date and time ticket received})] \div \text{Total customer network trouble reports.}$

Report Structure – Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch
- Affecting Service - Dispatch
- Affecting Service - No Dispatch

#### 9.3.2 Measurement - Standard Deviation of Receipt To Clear Intervals

Definition - Measure of the variation of the receipt to clear intervals around the mean receipt to clear interval.

Calculation -  $\sqrt{\Sigma(\text{individual receipt to clear interval} - \text{mean receipt to clear interval})^2 / (\text{number of trouble reports in the sample} - 1)}$

Report Structure - Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch
- Affecting Service - Dispatch
- Affecting Service - No Dispatch

#### 9.3.3 Measurement - % Out Of Service (OOS) < 24 Hours

Definition - % of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, no access and all disposition code "13" reports (excludable).

Calculation -  $\text{Count of OOS trouble reports} < 24 \text{ hours} \div \text{Total number of OOS trouble reports.}$

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop+Port.

Specials and UNE Specials Loop and Port Combination

9.3.4 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation -  $\Sigma[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{Total network customer trouble reports.}$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

9.3.5 Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation -  $\sqrt{\Sigma(\text{individual time to restore interval} - \text{mean time to restore interval})^2 / (\text{number of trouble reports in the sample} - 1)}$

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

UNEs (Excludes UNE Loop and Port Combinations)

9.3.6 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation -  $\Sigma[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{Total network customer trouble reports.}$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule) by dispatch and no dispatch.

9.3.7 Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation -  $\sqrt{\Sigma(\text{individual time to restore interval} - \text{mean time to restore interval})^2 / (\text{number of trouble reports in the sample} - 1)}$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule) by dispatch and no dispatch.

9.3.8 Measurement - Percent Out Of Service (OOS) < 24 Hours

Definition - Percent of OOS trouble reports cleared in less than 24 hours.

Calculation -  $(\text{Count of UNE OOS trouble reports} < 24 \text{ hours} \div \text{Total number of UNE OOS trouble reports}) * 100$

Report Structure - Reported for CLEC, CLECs and SWBT by "POTS like" loop (2-Wire Analog 8dB Loop).

B. Repeat Troubles

9.3.9 Measurement - Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and all disposition code "13" reports (excludable).

Calculation -  $(\text{Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report}) \div (\text{Count of total customer trouble reports not caused by CPE or wiring and excluding subsequent reports})$ .

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.3.10 Measurement - Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

Calculation -  $(\text{Count of network customer trouble reports received within 30 calendar days of a previous customer report}) \div (\text{Count of total network customer trouble reports})$ .

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Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.11 Measurement - Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport (all types in pricing schedule).

C. Report Rate

9.3.12 Measurement - POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

Definition - The number of customer trouble reports not caused by CPE or wiring, CPE and disposition code "13" reports within a calendar month per 100 lines.

Calculation - Count of customer trouble reports ÷ (total lines ÷ 100)

Report Structure - Reported for POTS Resale and UNE POTS loop and port combination by CLEC, all CLECs and SWBT retail. This measurement is only valid for line counts of 300,000 or greater. Broken out by Resale and UNE loop and Port Combination.

9.3.13 Measurement - Specials and UNE Specials with Loop and Port Combination Failure Frequency

Definition - The number of network customer trouble reports within a calendar month per 100 circuits.

Calculation - Count of network trouble reports ÷ (Total circuits ÷ 100)

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Report Structure - Reported for resale specials and UNE specials with loop and port combination for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.14 Measurement - UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

Definition - The number of network customer trouble reports within a calendar month per 100 UNEs.

Calculation -  $\text{Count of network trouble reports} \div (\text{Total UNEs} \div 100)$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport (all types in pricing schedule)

D. Appointments Missed

9.3.15 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports.

Calculation -  $(\text{Count of trouble reports not cleared by the commitment time for company reasons} \div \text{Total trouble reports}) * 100$ .

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop and Port Combination.

9.3.16 Measurement - UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time for company reasons.

Calculation -  $(\text{Count of trouble reports not cleared by the commitment time for company reasons} \div \text{Total trouble reports}) * 100$

Report Structure - Reported for each CLEC, all CLECs and SWBT for "POTS type" loops (2-Wire Analog 8dB Loop)

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E. No Access

9.3.17 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent No Access

Definition - Percent of dispatched customer trouble reports with a status of "No Access" excluding disposition code "13" trouble reports.

Calculation - Count of dispatched customer trouble reports with a status of "No Access" ÷ Total dispatched customer trouble reports.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.4 General

A. System Availability

9.4.1 Measurement - OSS Interface availability

Definition - Percent of time OSS interface is available compared to scheduled availability.

Calculation - (# Scheduled system available hours ÷ unscheduled system unavailable hours) \* 100

Report Structure - Reported on a company basis by interface for EASE, DATAGATE, VERIGATE, LEX, and EDI. The RAF will be reported by CLEC. When EBI is available SWBT will provide interface availability. When any new system is available, the parties will negotiate in good faith to develop associated performance measurements.

The following will be the standard for availability for all systems except EASE. EASE will have a parity measurement since SWBT uses EASE for its retail operation. Availability > 99% for Datagate, Verigate, LEX, EDI, and RAF applications. This availability measurement includes the front end applications and does not include the legacy systems. Parity applies for the legacy systems since SWBT uses the legacy systems in its retail operation.

B. Center Responsiveness

9.4.2 Measurement - LSC Grade Of Service (GOS)

Definition - % of calls answered by the LSC within a specified period of time.

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Calculation - Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

9.4.3 Measurement - LSC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Total queue time ÷ Total calls

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

9.4.4 Measurement - LOC Grade Of Service (GOS)

Definition - % of calls answered by the LOC within a specified period of time.

Calculation - Total number of calls answered by the LOC within a specified period of time ÷ Total number of calls answered by the LOC

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (Repair Bureau).

9.4.5 Measurement - LOC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Total queue time ÷ Total calls

Report Structure - Reported for all calls to the LOC for all CLECs and SWBT retail (Repair Bureau).

C. Billing Timeliness

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9.4.6 Measurement - Billing Accuracy

Definition - This measurement will be performed to verify that the bill audit process includes both Wholesale (e.g. UNE and RESALE) and Retail/Access. The CABS Bill Audit process includes all Feature Groups including U for Unbundled Network Elements for CLECs. Specific Billing conditions for each Feature Group will be validated and the same CABS Billing System and Billing Process is used for all Feature Groups. The CRIS Bill Audit Process includes both Resale and Retail bills.

A sample of all types of products/services, class of service, usage (e.g. intraLATA toll plans) will be reviewed. The same CRIS Billing System and Billing Process is used for the both Resale and Retail except Resale has the extra step to access % discount table. The % discount table is updated/validated when the Interconnection Agreement is implemented.

Calculation - # errors detected in bill audit.

Report Structure - Reported for aggregate of SWBT and CLECs.

9.4.7 Measurement - Percent of Accurate and Complete Formatted Mechanized Bills

Definition - Measures the % of accurate and complete formatted mechanized bills via EDI.

Calculation -  $(\text{Count of accurate and complete formatted mechanized bills via EDI} \div \text{total \# of mechanized bills via EDI}) * 100$

Report Structure - Reported for CLEC, and all CLECs.

9.4.8 Measurement - Percent Of Billing Records Transmitted Correctly

Definition - Measures % of billing records transmitted correctly on the usage extract feed.

Calculation -  $(\text{Count of billing records transmitted correctly with complete information and proper formatting} \div \text{total billing records transmitted}) * 100$

Report Structure - Reported for CLEC, and all CLECs.

9.4.9 Measurement - Billing Completeness

Definition - % of service orders on the bill for the current bill period.

Calculation -  $(\text{Count of service orders included in current applicable bill period} \div \text{Total service orders in current applicable bill period}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT.

9.4.10 Measurement - Billing timeliness

Definition - Percent of bills released on time by bill type (i.e. paper, Bill Plus, EDI, BDT).

Calculation -  $(\text{Count of bills released on time} \div \text{Total number of bills released}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT.

9.5 Operator Services and Directory Assistance

9.5.1 Measurement - Directory Assistance Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds.

Calculation -  $(\text{Count of calls answered within "x" seconds} \div \text{Total calls answered}) * 100$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.2 Measurement - Directory Assistance Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation -  $(\Sigma(\text{Date and time customer answered by SWBT representative} - \text{Date and time customer enters queue}) \div \text{Total calls})$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

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9.5.3 Measurement - Operator Services Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds.

Calculation -  $(\text{Count of calls answered within "x" seconds} \div \text{Total calls answered}) * 100$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.4 Measurement - Operator Services Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation -  $\Sigma(\text{Date and time customer answered by SWBT representative} - \text{Date and time customer enters queue}) \div \text{Total calls}$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.6 Interconnect/Unbundled Elements and Combos

9.6.1 Measurement - Mean Network Performance Parity

SWBT agrees to provide to CLEC testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

9.6.2 Measurement - Standard Deviation of Network Performance Parity

SWBT agrees to provide to CLEC testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

9.6.3 Measurement - Availability of STP Links

Definition – This measurement will provide the number of minutes or seconds the STP link was unavailable on an incidence basis.

Report Structure – The following will be reported by incidence for SWBT, CLEC, and all CLECs.

9.6.4 Measurement – Database accuracy

SWBT agrees to provide CLEC data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database accuracy. Either party may bring this issue to the commission via the dispute resolution process.

9.6.5 Measurement – Mean time for database query

SWBT agrees to provide CLEC data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database queries. Either party may bring this issue to the commission via the dispute resolution process.

9.6.6 Measurement – Mean Time for database updates

SWBT agrees to provide CLEC data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database updates. Either party may bring this issue to the commission via the dispute resolution process.

9.6.7 Measurement – Mean PDD for calls routed to CLEC OS/DA Platform

Definition – This measurement will provide the delay for the caller from the time the caller requests OS/DA to the time the call is routed to the correct trunk group to reach the CLEC OS/DA platform.

Report Structure – CLEC and SWBT will jointly develop a sampling process to determine the PDD for customized routed calls. Either party may bring this issue, if no agreement is reached to the commission, via the dispute resolution process.

9.6.8 When Electronic Jeopardy Notification and order acknowledgment is implemented between the parties, SWBT will provide the mean and standard deviation for time to provide jeopardies or other mutually acceptable measurement.

**10.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to

such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

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3/4/98

## **ATTACHMENT 18: MUTUAL EXCHANGE OF DIRECTORY LISTING INFORMATION**

This Attachment 18: Mutual Exchange of Directory Listing Information sets forth SWBT's and CLEC's agreement for the mutual exchange of directory assistance subscriber listing information as follows:

### **1.0 Introduction**

- 1.1 SWBT and CLEC may each own and/or maintain databases containing directory assistance subscriber listing information (name, address and published telephone number, or an indication of non-published or non-list status).
- 1.2 Currently, SWBT uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SWBT's DA office to obtain such information.
- 1.3 CLEC may provide local DA service to its local customers and therefore may wish to load its databases with the same directory assistance subscriber listing information as SWBT uses itself to provide directory assistance services.
- 1.4 In order to maintain the completeness of their DA databases and their DA services, the Parties wish to receive from each other directory assistance subscriber listing information contained in each other's databases for the use of providing DA services.

### **2.0 Service Provided**

- 2.1 SWBT and CLEC agree to exchange with each other all published subscriber listings within their respective directory assistance databases regardless of the underlying carrier. To the extent SWBT has agreements in place with underlying carriers, i.e., Independent Telephone Companies (ITCs) and other facility-based Local Service Providers (LSPs) as of the effective date of this Agreement and such ITC or LSP agreements prohibit SWBT from releasing their respective subscriber listing information, SWBT agrees to request authorization from the ITCs and LSPs to release their subscriber listing information to CLEC for the sole purpose of providing DA services.
  - 2.1.1 To the extent the Parties conduct directory assistance listing negotiations with ITCs and LSPs after the effective date of this Agreement, the Parties agree to request from such ITCs and LSPs written authorization which would allow one Party to provide to the other Party published directory assistance listing information pertaining to those ITC and LSP subscribers for the sole purpose of providing DA services.

- 2.1.2 The Parties agree that should an ITC or LSP fail to provide, or refuse to grant SWBT authorization to allow SWBT to release their respective published directory assistance subscriber listing information, SWBT will notify CLEC of such failure or denial and will provide CLEC with the name of the ITC or LSP. In that case, CLEC agrees to deal directly with the ITC or LSP.
- 2.2 In the case of non-published listings, the Parties agree to exchange the non-published subscriber's name, address and an indicator that shows the non-published status. The Parties will not exchange non-published subscriber telephone numbers.
- 2.3 The Parties agree to exchange subscriber listing information in readily accessible tape or electronic formats and to provide such data in a timely fashion upon request.
- 2.4 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

### **3.0 Use Of Subscriber Listing Information**

- 3.1 The Parties are authorized to use the subscriber listing information provided to each other pursuant to this Attachment for the sole purpose of providing DA services.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

### **4.0 Assignment**

- 4.1 The subscriber listing information will remain the property of each Party respectively. The Parties will not assign, transfer or sell the subscriber listing information mutually exchanged hereunder, nor will the Parties authorize any other company or any person to use the subscriber listing information for any other purpose. Each party will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by the Party, its agents, employees or others.

### **5.0 Subcontracting of Directory Assistance Subscriber Listings**

- 5.1 If either Party elects to use a subcontractor for the DA services, such party may transfer the directory service subscriber listing information to its DA subcontractor solely for the purposes of providing local DA service to its own local customers. The provision of directory assistance subscriber listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

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**6.0 Effective Dates of Mutual Exchange of Directory Listings**

- 6.1 Each Party will commence providing the other with its subscriber listing information as described in this Attachment sixty (60) days following the receipt of a written request from the other and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect. The Parties will request directory assistance subscriber listing information by NXX.

**7.0 Liability**

- 7.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

**8.0 Pricing**

- 8.1 The Parties will supply their customer listing information to each other at no charge.
- 8.2 Non-published Emergency Directory Assistance Listing Service: \$2.10 per call
- 8.3 These rates established above in Sections 8.1 and 8.2 , are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

**9.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property,



indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

## **ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)**

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SWBT's and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

### **1.0 Introduction**

- 1.1 SWBT publishes White Pages directories for geographic areas in which CLEC may also provide local exchange telephone service, and CLEC wishes to include listings information for its customers in the appropriate SWBT White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's Customers of the White Pages directories that include listings of CLEC's customers.
- 1.3 SWBT will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

### **2.0 Service Provided**

- 2.1 SWBT will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. SWBT will include CLEC local customers' primary listing in the white page (residence, business, and government) directories.
- 2.2 CLEC will furnish to SWBT subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- 2.3 CLEC may provide CLEC's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database.
- 2.4 CLEC will provide its subscriber listing information to SWBT via a mechanical or manual feed of the listing information to SWBT's listing database. CLEC's subscriber listings are to be interfiled (interspersed) in the directory among SWBT's subscriber listing information.
- 2.5 At least sixty (60) days prior to the business office close date for a particular directory, SWBT will provide CLEC a verification list of CLEC's subscriber listings, as such listings are to appear in the directory. The verification list will also include Directory Delivery Address (DDA) information for each CLEC end user. CLEC will review this

verification list and will submit to SWBT any necessary additions, deletions or modifications at least thirty (30) days of receipt of the list from SWBT.

- 2.6 Publication schedules for the White Pages: SWBT will provide to CLEC the initial directory close dates for a calendar year within three (3) to six (6) months of the publication year for areas where CLEC is providing local service. Updates to the schedule will be provided in a timely manner as they occur.
- 2.7 At least sixty (60) days prior to the directory close, CLEC will provide to SWBT written specification of the total number of directories that CLEC will require, along with the number of directory(ies) that each CLEC end user will require.
- 2.8 At CLEC's request, SWBT will deliver White Pages directories to CLEC end users. Timing of such delivery and the determination of which White Pages directories will be delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be provided under the same terms that SWBT delivers White Pages directories to its own local service customers.
- 2.9 At its option, CLEC may purchase up to eight (8) single-sided customer information pages (Customer Guide Pages) in the informational section of the SWBT White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SWBT information pages. Sixty (60) days prior to the directory close date, CLEC will provide to SWBT the information page(s) in camera ready format. SWBT will have the right to approve, and, with CLEC's agreement, SWBT may, but is not required to, revise the format and content of such information page(s).
- 2.10 SWBT will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8<sup>th</sup> page in size. In order to have such information published, CLEC will provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8<sup>th</sup> of a page (CLEC will be limited to a maximum of 1/8<sup>th</sup> of a page in any single edition of a SWBT White Pages directory).

### **3.0 Use Of Subscriber Listing Information**

- 3.1 CLEC authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Attachment for the purpose of including the listings in the appropriate White Pages directory and directory assistance databases where such services are provided by SWBT.

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#### 4.0 Pricing:

##### 4.1 White Pages Listing, Book and Delivery:

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy <sup>1</sup> Ordered After Initial Order
Kansas City	\$4.46	\$6.48	\$3,191.73	\$10.00
Springfield	\$4.46	\$6.48	\$3,191.73	\$10.00
St. Louis	\$4.46	\$6.48	\$3,191.73	\$10.00
Cape Girardeau	\$1.29	\$2.50	\$168.09	\$10.00
Chillicothe	\$1.29	\$2.50	\$168.09	\$10.00
Excelsior Springs	\$1.29	\$2.50	\$168.09	\$10.00
Fulton	\$1.29	\$2.50	\$168.09	\$10.00
Greater Jefferson County	\$1.29	\$2.50	\$168.09	\$10.00
Hannibal	\$1.29	\$2.50	\$168.09	\$10.00
Kennett	\$1.29	\$2.50	\$168.09	\$10.00
Kirksville	\$1.29	\$2.50	\$168.09	\$10.00
Lake of the Ozarks	\$1.29	\$2.50	\$168.09	\$10.00
Marshall	\$1.29	\$2.50	\$168.09	\$10.00
Mexico	\$1.29	\$2.50	\$168.09	\$10.00
Moberly	\$1.29	\$2.50	\$168.09	\$10.00
Nevada	\$1.29	\$2.50	\$168.09	\$10.00
Perryville	\$1.29	\$2.50	\$168.09	\$10.00
Poplar Bluff	\$1.29	\$2.50	\$168.09	\$10.00
Sedalia	\$1.29	\$2.50	\$168.09	\$10.00
Sikeston	\$1.29	\$2.50	\$168.09	\$10.00
St. Joseph	\$1.29	\$2.50	\$168.09	\$10.00
Tri-State	\$1.29	\$2.50	\$168.09	\$10.00
Washington	\$1.29	\$2.50	\$168.09	\$10.00
Adrian	\$1.26	\$2.81	\$75.59	\$10.00
Boonville	\$1.26	\$2.81	\$75.59	\$10.00
Bowling Green	\$1.26	\$2.81	\$75.59	\$10.00
Caruthersville	\$1.26	\$2.81	\$75.59	\$10.00
Elsberry	\$1.26	\$2.81	\$75.59	\$10.00
Linn	\$1.26	\$2.81	\$75.59	\$10.00
Missouri's Parkland	\$1.26	\$2.81	\$75.59	\$10.00
Monett	\$1.26	\$2.81	\$75.59	\$10.00
Portageville	\$1.26	\$2.81	\$75.59	\$10.00
Stanberry	\$1.26	\$2.81	\$75.59	\$10.00

<sup>1</sup> Subject To Availability

4.2 The prices contained in Section 4.0 above are interim in nature and are subject to true-up from the effective date of this agreement to the State Commission's determination of permanent prices.

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**5.0 Assignment**

- 5.1 The subscriber listing information will remain the property of CLEC. Except as stated in Section 2.0 herein, SWBT will not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor will SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

**6.0 Term**

- 6.1 This Attachment will continue in force until terminated by 60 days prior written notice by either Party to the other. Upon termination, SWBT will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and will promptly return such subscriber listing information to CLEC.
- 6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

**7.0 Liability**

- 7.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

**8.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

**ATTACHMENT 20: CLEARINGHOUSE (CH)**

WHEREAS, SWBT operates a Clearinghouse (CH), as described below, for its own behalf and that of participating LECs and LSPs, including CLEC; and,

WHEREAS, CLEC wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

**1.0 Clearinghouse Description**

- 1.1 SWBT operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and LSPs, including SWBT and CLEC.

**2.0 Qualifying Message Criteria**

- 2.1 The only toll call messages that qualify for submission to SWBT for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SWBT's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

**3.0 Responsibilities Of The Parties**

- 3.1 CLEC agrees that it will provide SWBT with billing records for CH processing that are in an industry standard format acceptable to SWBT and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 3.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's CH. CLEC will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for CH processing, if needed.

- 3.3 SWBT will provide and maintain such systems as it believes are required to furnish the CH service described herein. SWBT, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 3.4 CLEC will timely furnish to SWBT all CH Records required by SWBT to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SWBT will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.
- 3.5 Presently, in operating the CH, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

**4.0 Processing Charge**

- 4.1 CLEC agrees to pay SWBT a processing charge in consideration of SWBT's performance of CH services. This charge is \$.02 per originated CH Record processed on behalf of CLEC.

**5.0 Billing Charge**

- 5.1 CLEC agrees to pay a \$.05 per message charge to the LEC or LSP responsible for billing the message, including SWBT, when SWBT bills the message.

**6.0 Settlement Report**

- 6.1 SWBT will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

**7.0 Retroactive and Lost Messages**

- 7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3.0 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is

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made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

**8.0 Limitation Of Liability**

- 8.1 By agreeing to operate the CH, SWBT assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SWBT may have relied in preparing settlement reports or performing any other act under this Attachment.
- 8.2 CLEC agrees to indemnify and hold SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SWBT's performance of CH processing pursuant to this Attachment.
- 8.3 SWBT will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

**9.0 DISCLAIMER OF WARRANTIES**

- 9.1 SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

**10.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and



network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

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## **ATTACHMENT 21: NUMBERING**

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

### **1.0 Numbering**

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.3 To the extent SWBT serves as Central Office Code Administrator for a given region, SWBT will work with CLEC in a neutral and nondiscriminatory manner, consistent with regulatory requirements, regarding CLEC's requests for assignment of central office code(s) (NXX) consistent with the Central Office Code Assignment Guidelines.
- 1.4 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.5 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.6 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.
- 1.7 At a minimum, in those Metropolitan Exchange Areas where CLEC intends to provide local exchange service, CLEC shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable CLEC and SWBT to identify the jurisdictional nature of traffic for intercompany compensation. If CLEC is unable to acquire NXX codes due to number exhaust in a NPA, CLEC and SWBT will work to identify an alternative method for identifying the jurisdictional nature of traffic. However, if no alternative is agreed to prior to March 31, 1998, then the alternative mechanism proposed by CLEC

using the “Originating LEC NECA Code Field” and “Traffic Type Field” in SWBT’s “92-99” billing record rather than a brand new NPA-NXX shall be substituted in place of this provision.

**2.0 NXX Migration (LERG Reassignment)**

- 2.1 Where a Party has activated more than half of an NXX and the remaining numbers in that NXX are either unassigned or reserved for future use, at the request of that Party it may elect to employ NXX Migration. NXX Migration will be provided by utilizing reassignment of the NXX to the requesting Party through the Local Exchange Routing Guide (LERG).

**3.0 Pricing**

- 3.1 The Party to whom the NXX is migrated will pay an NXX migration charge to the other Party as follows:

If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

NXX Migration:  
\$12,940.00 per NXX.

**4.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property,

indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

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**ATTACHMENT 22: DA-FACILITIES BASED**  
**SWBT-PROVIDED DIRECTORY ASSISTANCE**

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

**1.0 Services**

- 1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SWBT methods and practices or as subsequently modified.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SWBT will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
- 1.3 SWBT agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SWBT's switch and where CLEC obtains DA service from SWBT.
- 1.4 CLEC commits that SWBT's provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SWBT from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SWBT has interfered with any such contractual arrangement solely by virtue of SWBT's provision of DACC to CLEC under this Attachment.

**2.0 Definitions - The following terms are defined as set forth below:**

- 2.1 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA Operator.
- 2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA Operator.
- 2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA Operator.

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- 2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

### **3.0 Call Branding/Rate Reference**

- 3.1.0 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. SWBT will offer Call Branding of Operator Services in the name of CLEC. In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change. CLEC will pay the charge as reflected in Appendix Pricing UNE--Schedule of Prices labeled Rate Per Initial Load or Rate Per Subsequent Changes to Brand and/or rate per call subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 (or a decision rendered the Missouri Commission by December 31, 1998 in a separate proceeding initiated by CLEC). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.
- 3.1.1 Rate reference is the process by which an operator, either live or recorded, will quote CLEC's rates. When an CLEC caller requests a quotation of rates, CLEC will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties. No incremental rate quotation charge should be paid in addition to the per-call or per-minute rate that CLEC pays for operator services and Directory Assistance calls.
- 3.1.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 3.2 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users, as required by Section 226(b)(1)(C) of the Act. Rate information will be provided under the following terms and conditions:

- 3.2.1 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when the are to be provided by SWBT.
- 3.2.2 CLEC will inform SWBT, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.
- 3.2.3 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Directory Assistance rates provided by CLEC.

#### **4.0 Responsibilities of SWBT**

- 4.1 SWBT will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SWBT.
- 4.2 SWBT will provide and maintain its own equipment to furnish DA Services.
- 4.3 SWBT will provide DA Service to CLEC customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.
- 4.4 SWBT will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 SWBT will include current CLEC customer listing information in SWBT's DA database.

#### **5.0 Responsibilities of Both Parties**

- 5.1 The Party(ies) that provide the circuits between CLEC and SWBT offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

#### **6.0 Responsibilities of CLEC**

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.

6.2 CLEC will furnish to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT to provide the service.

6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

**7.0 Pricing**

7.1 The following rates will apply for each service element:

7.1.1 Directory Assistance (DA)

Rate per DA call: \$.401\*

\*Lowest existing intercompany compensation rate as of 8/28/96

7.1.2 Directory Assistance Call Completion (DACC)

Rate per completed call: \$.24\*

\*Lowest existing intercompany compensation rate as of 8/28/96

7.2 Call Branding

The following prices for branding of CLEC DA calls are subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 or any other decision rendered the Missouri Commission by December 31, 1998 in a proceeding initiated by CLEC.

An initial non-recurring charge applies per trunk group for the establishment of Call Branding.

Rate per initial load: \$2,325.00

Rate per load for subsequent change: \$2,325.00

7.3 When an CLEC caller requests a quotation of rates, CLEC will pay the wholesale discounted charge applicable to operator services and Directory Assistance calls to compensate SWBT for the Operator Transfer Service. There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the



parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

**8.0 Monthly Billing**

- 8.1 SWBT will render monthly billing statements to CLEC for DA Service, and remittance in full will be due within thirty (30) days of receipt.

**9.0 Liability**

- 9.1 Indemnification and limitation of liability provisions covering the matters addressed in this appendix are contained in the general Terms and conditions portion of the Agreement.

**10.0 Terms of Attachment**

- 10.1 When CLEC desires to customize route Directory Assistance and such routing capability is not currently technically available, CLEC agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for each end office for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and CLEC chooses not to customize route the DA calls, CLEC agrees that SWBT will be the sole provider of DA for one year from the date that CLEC designates SWBT as CLEC's provider of DA. CLEC may choose a longer term up to the end of the term of the Interconnection Agreement.

**11.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

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## **ATTACHMENT 23: OS-FACILITIES BASED**

### **SWBT-PROVIDED LOCAL & INTRALATA OPERATOR SERVICES**

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SWBT agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

**1.0 Services** - SWBT will provide the following three tiers of Operator Services:

- 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where CLEC has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

**2.0 Call Types** - SWBT will provide to CLEC the call types in Sections 2.1 through 2.7 below:

- 2.1 Fully Automated Station-to-Station - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
  - 2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
  - 2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.

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- 2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
  - 2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
  - 2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:
  - 2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
  - 2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in

SWBT's Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

**2.7 Call Branding/Rate Reference**

- 2.7.0 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. SWBT will offer Call Branding of Operator Services in the name of CLEC. In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change. CLEC will pay the charge as reflected in Appendix Pricing UNE--Schedule of Prices labeled Rate Per Initial Load or Rate Per Subsequent Changes to Brand and/or rate per call subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 (or a decision rendered the Missouri Commission by December 31, 1998 in a separate proceeding initiated by CLEC). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.
- 2.7.1 Rate reference is the process by which an operator, either live or recorded, will quote CLEC's rates. When an CLEC caller requests a quotation of rates, CLEC will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties. No incremental rate quotation charge should be paid in addition to the per-call or per-minute rate that CLEC pays for operator services and Directory Assistance calls.
- 2.7.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 2.8 SWBT Operator Services operators will provide Operator Services Rates/Reference Information upon request to CLEC's end users, as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:

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- 2.8.1 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when the are to be provided by SWBT.
- 2.8.2 CLEC will inform SWBT, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.
- 2.8.3 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Operator Services rates provided by CLEC.

### **3.0 Other Operator Assistance Services**

- 3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to SWBT the community's associated with CLEC's NXX(s).
- 3.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

### **4.0 Responsibilities of SWBT**

- 4.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 4.2 Facilities necessary for SWBT to provide Operator Services to CLEC will be provided by SWBT using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 4.3 SWBT will provide Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both Parties.

- 4.4 SWBT will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.

**5.0 Responsibilities of Both Parties**

- 5.1 The Party(ies) that provide the circuits between CLEC and SWBT offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

**6.0 Responsibilities of CLEC**

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish in writing to SWBT, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SWBT to provide the Service.
- 6.3 CLEC will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SWBT. CLEC will provide the initial data by a date mutually agreed to between CLEC and SWBT. CLEC will keep this data current using procedures mutually agreed to by CLEC and SWBT. CLEC will provide all data and changes to SWBT in the mutually agreed to format(s).

**7.0 Pricing**

- 7.1 The following rates will apply for each service element:

7.1.1 Fully Automated Call Processing

Rate per completed automated call: \$0.173\*

\*Lowest existing intercompany compensation rates as of 8/28/96.

7.1.2 Operator-Assisted Call Processing

Rate per actual work second: \$ 0.20\*

\*Lowest existing intercompany compensation rates as of 8/28/96.

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## 7.2 Call Branding

The following prices for branding of CLEC OS calls are subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 or any other decision rendered the Missouri Commission by December 31, 1998 in a proceeding initiated by CLEC. An initial non-recurring charge applies per trunk group for the establishment of Call Branding.

Rate per initial load:	\$2,325.00
Rate per load for subsequent change:	\$2,325.00

- 7.3 When an CLEC caller requests a quotation of rates, CLEC will pay the wholesale discounted charge applicable to operator services and Directory Assistance calls to compensate SWBT for the Operator Transfer Service. There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

## 8.0 Monthly Billing

- 8.1 SWBT will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

## 9.0 Liability

- 9.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

## 10.0 Terms of Attachment

- 10.1 As to any end office where SWBT furnishes the Operator Services provided by this Attachment, CLEC agrees that SWBT will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for the period of time mutually agreed to by the Parties. When CLEC desires to customize route Operator Services and such routing capability is not currently technically available, CLEC agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for each end office

for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and CLEC chooses not to customize route the OS calls, CLEC agrees that SWBT will be the sole provider of OS for one year from the date CLEC designates SWBT as CLEC's provider of OS. CLEC may choose a longer term up to the end of the term of the Interconnection Agreement.

**11.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

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## **ATTACHMENT 24: RECORDING-FACILITIES BASED**

This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in total in Appendix I Services and Associated Charges, and those services specially selected by CLEC when functioning as a facilities based provider as described in Appendix II, Selected Service Options and Method of Provision, at the rates set forth in Appendix III, Basis of Compensation. Appendix I, II and III are attached hereto and made a part of this Attachment by reference.

### **1.0        Definitions**

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

- 1.1        Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 1.2        Assembly and Editing - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- 1.3        Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT and CLEC via the CMDS host.
- 1.4        Data Transmission - the forwarding by SWBT of IXC transported access usage record detail in EMR format over data lines or on magnetic tapes to CLEC via the CMDS host.
- 1.5        Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 1.6        Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. (In some states IXCs are permitted to operate within a LATA).
- 1.7        Interexchange Carrier Transported - telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.

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- 1.8 Message Processing - the creation of individual EMR formatted Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure the AURs are consistent with CMDS specifications.
- 1.9 Originating Local Exchange Carrier Company - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXC's.
- 1.10 Provision of Message Detail - the sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.
- 1.11 Record - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 1.12 Recording - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 1.13 Service Switching Point (SSP) - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.14 Switching Control Point (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 1.15 800 SCP Carrier Access Usage Summary Record (SCP Record) - a summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Appendix III-A pertaining to the production and forwarding of AUR data.
- 1.16 Terminating Local Exchange Carrier Company - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC's.

**2.0            Responsibilities of the Parties**

- 2.1            SWBT will record all IXC transported messages as specified by CLEC on Appendix II that are carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.
- 2.2            SWBT will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SWBT.
- 2.3            SWBT will provide AURs that are generated by SWBT.
- 2.4            Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by CLEC from Appendix III-B.
- 2.5            Standard EMR record formats for the provision of access usage record detail will be established by SWBT and provided to CLEC.
- 2.6            Recorded AUR detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 2.7            SWBT will provide AUR detail to CLEC either on magnetic tapes or in data files, depending on the option contracted for by CLEC. Only one method may be selected by CLEC.
  - 2.7.1            Magnetic Tapes
    - 2.7.1.1           SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.
    - 2.7.1.2           CLEC will specify one of the following options for provision of tapes:
      - 2.7.1.2.1        SWBT will send the tapes to CLEC via first class U.S. Mail Services or an equivalent service of SWBT's choice, or
      - 2.7.1.2.2        CLEC will pick up the magnetic tapes at a location designated by SWBT.
      - 2.7.1.2.3        If, at the request of CLEC, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of CLEC.
  - 2.7.2            Data Files

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- 2.7.2.1 The AUR detail will be transmitted to CLEC in data files via data lines using software and hardware acceptable to the Parties.
- 2.8 In Appendix III, CLEC will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. (SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, (holidays, etc. ,i.e., holidays, weekends)).
- 2.9 SWBT and CLEC will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to CLEC.
- 2.10 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of SWBT will not be recovered and made available to CLEC except on an individual case basis at a cost determined by CLEC.
- 2.11 SWBT will record the applicable detail necessary to generate AUR and forward them to CLEC for its use in billing access to the IXC.
- 2.12 CLEC and SWBT mutually agree and understand that Attachment 24 has been negotiated based on the fact that SWBT is not functioning as CLEC's CMDS Host. Should CLEC and SWBT subsequently enter into an agreement whereby SWBT functions as the CMDS Host for CLEC, the parties agree that Attachment 24 will require revision concurrent with SWBT becoming CLEC's CMDS Host.
- 3.0 Basis of Compensation**
- 3.1 Compensation for recording, assembly and editing, rating, message processing and provision of AURs provided hereunder by SWBT for CLEC will be based upon the rates and charges set forth in Appendix III, BASIS OF COMPENSATION.
- 3.2 When message detail is entered on a magnetic tape or data file for provision of message detail to CLEC, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.
- 4.0 Loss of Usage**
- 4.1 When SWBT is notified that, due to error or omission, incomplete data has been provided to CLEC, SWBT will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. Such requests to recover the data must be made within 30 days from the date the details initially were made

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available to CLEC. If written notification is not received within 30 days, SWBT shall have no further obligation to recover the data and shall have no further liability to CLEC.

- 4.2 If, despite timely notification by CLEC, AUR detail is lost and unrecoverable as a direct result of SWBT having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to CLEC will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.
- 4.3 SWBT will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the nonreceipt of data by SWBT.
- 4.4 In those instances where SWBT realizes that, either because of a recording error or some other failure, data was lost or incomplete, SWBT will notify CLEC of such occurrence and will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. If AUR detail is lost and unrecoverable as a direct result of SWBT, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to CLEC will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

**5.0 Indemnification**

- 5.1 Indemnification provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement 6.1

**6.0 Warranties**

- 6.1 SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

**7.0 Applicability Of Other Rates, Terms And Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to

such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

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## **APPENDIX I**

### **EXPLANATION OF SERVICE OPTIONS**

The attached pages of this Appendix I show the service options that are offered under this Attachment and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rate and charges set forth in Appendix III, BASIS OF COMPENSATION.

#### **ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

- Option #1:** SWBT performs recording, assembly and editing, rating of billable message detail and creates an Access usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from CLEC end office telephone network and forwards both billable message detail records and AUR records to CLEC.
- Option #2:** SWBT performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from CLEC end office. SWBT creates Access Usage Records for this traffic and forwards those AUR records to CLEC.
- Option #3:** The IXCs do their own billable message recording for their 1+ IXC transported messages originating from CLEC end office. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

#### **ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

- Option #4:** CLEC Non-Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for CLEC. SWBT performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.
- Option #5:** CLEC Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for CLEC. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

- Option #6:** CLEC Equal or Non-Equal Access End Office - The IXC's do their own billable message recording. CLEC chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.
- Option #7:** The IXC's do their own billable message recording and forward to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to CLEC. This situation occurs when CLEC has not signed a rating takeback waiver with the IXC.

#### **800 RECORDINGS-IXC TRANSPORTED MESSAGE DETAIL**

- Option #8:** SWBT performs SSP function for CLEC end office and bills query charge to the appropriate IXC. SWBT performs recording for access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** SWBT performs SSP function for CLEC end office. CLEC performs billing of query charge to the appropriate IXC. SWBT performs recording at the SSP for Access purposes only, assembles and edits this data, creates AURs and forwards AUR record to CLEC. SWBT performs recording at the SCP for query billing purposes only, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.
- Option #10:** SWBT performs SCP function for CLEC. SWBT performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

#### **TERMINATING RECORDINGS-IXC TRANSPORTED ACCESS USAGE RECORDS**

- Option #11:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.
- Option #12:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B terminating usage recordings excluding B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.

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- Option #13:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B terminating usage recordings including Feature Group B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.
- Option #14:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group D terminating usage recordings including B over D and C over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.
- Option #15:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group D terminating usage recordings including B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.

**MESSAGE PROVISIONING;**

- Option #16:** SWBT will forward all IXC transported message detail records or access usage records to CLEC generated internally within SWBT system or received via CMDS from an IXC or another Local Exchange Carrier or CLEC. CLEC forwards rated IXC transported message detail or access usage detail to SWBT for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

There is no charge for this option under this Attachment if CLEC has also executed, as part of an agreement executed pursuant to this Statement, an Attachment for SWBT to provide "Hosting" services to CLEC, or if CLEC has executed a separate agreement with SWBT for "Hosting" services to be provided from SWBT to CLEC.

**APPENDIX II**  
**SELECTED SERVICE OPTIONS**  
**AND**  
**METHOD OF PROVISION**

The service options and method of provision selected by CLEC under this Attachment are as indicated on page two, attached, of this Appendix II. Numerical references are to service options shown in Appendix I. Also, see attached old Appendix II, page 2.

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## SELECTED SERVICE OPTIONS AND METHOD OF PROVISION

[illegible]

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

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**APPENDIX III-A**

**BASIS OF COMPENSATION**

CLEC and SWBT agree that CLEC will not use SWBT as its host. SWBT has therefore not provided rates for hosting.

a. BCR per local message:	\$0.08
b. Recording	\$0.01
Assembly and Editing	\$0.005
Rating per message	\$0.005
Message Processing	\$0.005
Provision of Message Detail	\$0.003
c. Incollect Message Credit	\$0.05
Incollect Message Transmission	\$0.003

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**ATTACHMENT RECORDING**

**APPENDIX III-B**

**INVOICE DESIGNATION**

COMPANY NAME: \_\_\_\_\_

EXCHANGE COMPANY I.D. NUMBER (OCN): \_\_\_\_\_

AUR INVOICE INTERVAL:

Check One

☐

Daily (Full Status RAO Companies will receive billable messages daily.)

☐

Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates.

1    3    5    7    9    11    13    15    17    19    21    23    25    27    29

TAPE MAILING ADDRESS:

(Full RAO Companies will receive AURs at the same address as billable message toll.)

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