- (a) Amount of caged and cageless collocation space available;
- (b) Number of telecommunications carriers with existing collocation arrangements;
- (c) Modifications of the use of space since the last collocation space report requested; and,
- (d) Measures being taken, if any, to make additional collocation spaces available.

The collocation space report is not required prior to the submission of a collocation application for a specific wire center or access tandem in order to determine collocation space availability for the wire center or access tandem. The collocation space report will be provided to OMNIPLEX within ten (10) business days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee will be assessed per request and per wire center or access tandem.

5.6 Reclamation.

When initiating an application form, OMNIPLEX must have the capability of installing equipment approved for collocation at GTE wire center or access tandem within a reasonable period of time, not to exceed six (6) months from the date OMNIPLEX accepts the collocation arrangement. If OMNIPLEX does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 5.4, GTE may reclaim the unused collocation space to accommodate another CLEC's request or GTE's future space requirements. GTE shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, GTE will reimburse OMNIPLEX for reasonable direct costs and expenses in connection with such reclamation. GTE will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

6. Pricing.

6.1 Rate Sheet.

Except as otherwise described herein, the rates for GTE's collocation services provided pursuant to this Agreement are set forth in Appendix G attached hereto. The rates identified in this attachment may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "final rates"). In particular, GTE may elect to file a state tariff which shall contain final rates that supersede the rates in said attachment. To the extent that the final rates, or the terms and conditions for application of the final rates, are different than the rates in Appendix G, the final rates will be applied retroactively to the effective date of this Agreement. The Parties will true-up any resulting over or under billing.

6.2 <u>Billing and Payment.</u>

The initial payment of NRCs shall be due and payable in accordance with Section 4.1. The balance of the NRCs and all related monthly recurring service charges will be billed to OMNIPLEX when GTE provides OMNIPLEX access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

6.3 Allocation of Site Preparation Costs.

If OMNIPLEX elects to collocate equipment in non-environmental conditioned space, OMNIPLEX will be responsible for its pro-rata share of all costs associated with the environmental conditioning of the space. The total costs associated with the environmental conditioning of space will be determined on an ICB basis, as specified in Section 4.2.3 (the "Total ICB Collocation Space Preparation Cost"). These costs will be prorated and shared by GTE and other collocators based on the following algorithm:

Collocator Share = Total ICB Collocation Space Preparation Cost / State ICB Fill Factor

The State ICB Fill Factor will equal the average number of collocators based on completed, pending and forecasted applications including GTE. The same State ICB Fill Factor will be assigned to all wire centers or access tandems with an ICB charge in the state and will be included with the ICB quote. Collocation projects for which an ICB charge is necessary may include, without limitation, the following: major environmental conditioning, major power plant upgrades, equipment rearrangements, major conduit and cable vault additions and asbestos removal.

7. Indemnification .

In addition to their other respective indemnification and liability obligations hereunder, the Parties shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

- 7.1 OMNIPLEX shall defend, indemnify and save harmless GTE, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all suits, claims, demands, losses, claims, and causes of action and costs, including reasonable attorneys' fees, whether suffered, made, instituted or asserted by OMNIPLEX or by any other party, which are caused by, arise out of or are in any way related to: (i) the installation, maintenance, repair, replacement, presence, engineering, use or removal of OMNIPLEX's equipment or by the proximity of such equipment to the equipment of other parties occupying space in GTE's wire center(s) or access tandem(s), including, without limitation, damages to property and injury or death to persons, including payments made under Workers' Compensation Law or under any plan for employees' disability and death benefits; (ii) OMNIPLEX's failure to comply with any of the terms of this Agreement; or (iii) any act or omission of OMNIPLEX, its employees, agents, affiliates, former or striking employees or contractors. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.
- 7.2 Subject to any limitations of liability set forth in this Agreement, GTE shall be liable to OMNIPLEX only for and to the extent of any damage directly and primarily caused by the negligence of GTE's agents or employees to OMNIPLEX designated facilities or equipment occupying GTE's wire center or access tandem. GTE shall not be liable to OMNIPLEX or its customers for any interruption of OMNIPLEX's service or for interference with the operation of OMNIPLEX's designated facilities arising in any manner out of OMNIPLEX's presence in GTE's wire center(s) or access tandem(s), unless such interruption or interference is caused by GTE's willful misconduct. In no event shall GTE or any of its directors, officers, employees, servants, agents, affiliates and parent be liable for any loss of profit or revenue by OMNIPLEX or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by OMNIPLEX, even if GTE has been advised of the possibility of such loss or damage.

8. Insurance.

- 8.1 OMNIPLEX shall, at its sole cost and expense, obtain, maintain, pay for and keep in force insurance as specified following and underwritten by an insurance company(s) having a best insurance rating of at least AA-12.
- 8.2 GTE shall be named as an Additional Insured and a Loss Payee on all applicable policies as specified following:
 - (a) Comprehensive general liability coverage on an occurrence basis in an amount of \$2,000,000 combined single limit for bodily injury and property damage with a policy aggregate of \$4,000,000. This coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.
 - (b) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in 1 above.
 - (c) All Risk Property coverage on a full replacement cost basis insuring all of OMNIPLEX's real and personal property located on or within GTE wire centers. OMNIPLEX may also elect to purchase business interruption and contingent business interruption insurance, knowing that GTE has no liability for loss of profit or revenues should an interruption of service occur.
 - (d) Statutory Workers Compensation coverage.
 - (e) Contractual Liability coverage.
 - (f) Automobile Liability coverage.
 - (g) Employers Liability coverage in an amount of \$2,000,000.
- 8.3 All policies purchased by OMNIPLEX shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by GTE.
- 8.4 All insurance must be in effect on or before GTE authorizes access by OMNIPLEX employees or placement of OMNIPLEX equipment or facilities within GTE premises and such insurance shall remain in force as long as OMNIPLEX's facilities remain within any space governed by this Article. If OMNIPLEX fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from OMNIPLEX. Failure to make a timely reimbursement will result in disconnection of service.
- 8.5 OMNIPLEX shall submit certificates of insurance and copies of policies reflecting the coverage specified in (b) above with the fifty percent (50%) payment of the NRCs described in Section 4.1. Commencement of work by GTE will not begin until these are received.
- 8.6 OMNIPLEX shall arrange for OMNIPLEX's insurance company to provide GTE with thirty-(30) days' advance written notice of cancellation, non-renewal or termination.

- 8.7 OMNIPLEX must also conform to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed, shall hereafter agree to.
- 8.8 Failure to comply with the provisions of this Section will be deemed a material breach of the terms of this Agreement.

9. <u>Confidentiality.</u>

In addition to its other confidentiality obligations hereunder, OMNIPLEX shall not use or disclose and shall hold in confidence all information of a competitive nature provided to OMNIPLEX by GTE in connection with collocation or known to OMNIPLEX as a result of OMNIPLEX's access to GTE's wire center(s) or access tandem(s) or as a result of the interconnection of OMNIPLEX's equipment to GTE's facilities. Similarly, GTE shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by OMNIPLEX in connection with collocation or known to GTE as a result of the interconnection of OMNIPLEX's equipment to GTE's facilities. Such information is to be considered proprietary and shared within GTE and OMNIPLEX on a need to know basis only. Neither GTE nor OMNIPLEX shall be obligated to hold in confidence information that:

- (a) Was already known to OMNIPLEX free of any obligation to keep such information confidential;
- (b) Was or becomes publicly available by other than unauthorized disclosure; or
- (c) Was rightfully obtained from a third party not obligated to hold such information in confidence.

To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

10. <u>Casualty.</u>

If the collocation equipment location in GTE's wire center(s) or access tandem(s) is rendered wholly unusable through no fault of OMNIPLEX, or if the building shall be so damaged that GTE shall decide to demolish it, rebuild it, or abandon it for wire center or access tandem purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, GTE may elect to terminate the collocation arrangements in the damaged building by providing written notification to OMNIPLEX as soon as practicable but no later than one hundred eighty (180) days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall expire as fully and completely as if such date were the date set forth above for the termination of this Areement. OMNIPLEX shall forthwith guit, surrender and vacate the premises without prejudice. Unless GTE shall serve a termination notice as provided for herein, GTE shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GTE's reasonable control. After any such casualty, OMNIPLEX shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of OMNIPLEX's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with OMNIPLEX to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to OMNIPLEX detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against OMNIPLEX in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by OMNIPLEX which were because any period after such date shall be returned to OMNIPLEX.



11. <u>Termination of Service.</u>

- 11.1 <u>Grounds for Termination</u>. GTE's obligation to provide collocation is contingent upon OMNIPLEX's compliance with the terms and conditions of this Article IX and other applicable requirements of this Agreement, including, without limitation, GTE's receipt of all applicable fees, rates, charges, application forms and required permits. Failure of OMNIPLEX to make payments when due may result in termination of service. In addition to the other grounds for termination of collocation services set forth herein, GTE also reserves the right to terminate such services upon thirty (30) days notice in the event OMNIPLEX: (a) is not in conformance with GTE standards and requirements; and/or (b) imposes continued disruption and threat of harm to GTE employees and/or network, or GTE's ability to provide service to other CLECs.
 - 11.2 <u>Effects of Termination</u>. Upon the termination of collocation service, OMNIPLEX shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove OMNIPLEX's equipment if OMNIPLEX fails to remove and dispose of the equipment within the thirty (30) days of discontinuance. OMNIPLEX will be charged the appropriate additional labor charge in Appendix G for the removal of such equipment. Upon removal by OMNIPLEX of all its equipment from the collocation space, OMNIPLEX will reimburse GTE for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the additional labor charges rate set forth in Appendix G. Upon termination of collocation services, OMNIPLEX relinquishes all rights, title and ownership of cable to GTE.

12. <u>Miscellaneous.</u>

GTE retains ownership of wire center or access tandem floor space, adjacent land and equipment used to provide all forms of collocation. GTE reserves for itself and its successors and assignees, the right to utilize the wire center(s) or access tandem(s) space in such a manner as will best enable it to fulfill GTE's service requirements. OMNIPLEX does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in GTE's wire center facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that OMNIPLEX requires use of a GTE local exchange line, OMNIPLEX must order a business local exchange access line (B1). OMNIPLEX may not use GTE official lines.

ARTICLE X

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent required by the Act, GTE and OMNIPLEX shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements. Accordingly, if GTE and OMNIPLEX desire access to the other Party's poles, ducts, or ROWs, GTE and OMNIPLEX shall 'execute pole attachment and conduit occupancy agreements. OMNIPLEX agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any attachments to GTE facilities or uses GTE's conduit according to the terms of this Agreement. Unauthorized attachments or unauthorized use of conduit will be a breach of this agreement.

ARTICLE XI

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

GTE MIDWEST INCORPORATED GTE ARKANSAS INCORPORATED

Bv

Name Connie Nicholas

Title <u>Assistant Vice President</u> Wholesale Markets-Interconnection

Date January 18, 2000



OMNIPLEX COMMUNICATIONS GROUP, LLC

Bv-

HARA Name

Title VICE PRESIDENT ECHLATORY

Date _

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

<u>General</u>. The rates contained in this <u>Appendix A</u> are the rates as defined in Article V and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Each Party will bill the other Party as appropriate:

- A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is \$0.0064061.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a
- C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **\$0.0000029**.
- D. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **\$0.0001068.**
- E. The Tandem Transiting Charge is comprised of the following rate elements:

Tander	n Switching:	=	\$0.002210 0
Tander	n Transport (10 mile average): 10 x \$0.0000029	=	\$0. 0000290
Transp	ort Termination (2 Terminations): 2 x \$0.0001068	=	\$0 .0002136
	Transiting Charge:		\$0.002 4526
Initial F	actors:		
1.	PLU		95%
2.	Initial Proportionate Share Factor		50%
З.	Exempt Factor		5%

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APPENDIX B

RATES AND CHARGES FOR NUMBER PORTABILITY

<u>General</u>. The rates contained in this <u>Appendix B</u> are as defined in Article V, Section 7, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Interim Number Portability

Remote Call Forwarding	\$ 3.40 line/month
Simultaneous Call Capability	\$ 3.30 path/month
Non-Recurring Charges (NRCs) for Interim Number Portability	
Pre-ordering	
CLEC Account Establishment Per CLEC	\$ 273.09
Ordering and Provisioning	
Initial Service Order Subsequent Service Order Manual Ordering Charge	\$ 41.58 \$ 29.73 \$ 12.17
Custom Handling	
Service Order Expedite Coordinated Conversion Hot Coordinated Conversion First Hour Hot Coordinated Conversion Per Additional Quarter Hour	\$ 12.59 \$ 17.76 \$ 30.55 \$ 4.88

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that OMNIPLEX orders any service from this Agreement.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR) if not apart of a Unbundled Network Element (UNE) ISO.

Subsequent Service Order applies per LSR for modifications to an existing LNP service.

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Manual Ordering Charge applies to orders that require GTE to manually enter OMNIPLEX's order into GTE's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if OMNIPLEX requests service prior to the standard due date intervals and if not a part of a UNE Expedite.

Coordinated Conversion applies if OMNIPLEX requests notification and coordination of service cut-over prior to the service becoming effective and if not a part of a UNE Coordinated Conversion.

Hot Coordinated Conversion First Hour applies if OMNIPLEX requests real-time coordination of a service cut-over that takes one hour or less, and if not a part of a UNE Hot Coordinated Conversion First Hour.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour, and if not a part of a UNE Hot Coordinated Conversion Per Additional Quarter Hour.

In addition, as defined in Article V, Section 3.2.3, the Party providing the ported number will pay the other Party the following rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

Business Rate Per Line Per Month:	\$ 7.0 9
Residential Rate Per Line Per Month:	\$ 4.78

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APPENDIX C

SERVICES AVAILABLE FOR RESALE

<u>General</u>. The rates for resold services described in Article VI, Section 5.2 are based upon an avoided cost discount from GTE's retail rates as provided in Article VI, Section 5.3 of the Agreement. The avoided cost discount is based upon GTE's most current available cost studies and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

GTE assesses a separate interim universal service fund surcharge for resale of Basic Local Exchange Residential and Business Services at the avoided cost discount set forth to provide continued universal service support that is implicit in GTE's current retail services prices. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer for resale Basic Local Exchange Residential and Business Services without the interim surcharge, but subject to the following terms and conditions:

- G. OMNIPLEX agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, OMNIPLEX will (i) begin paying the monthly interim surcharge in accord with Appendix C, and (ii) make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement.
- H. Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring OMNIPLEX to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.
- 1. Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

The avoided cost discount for OS/DA is 2.7%. The avoided cost discount for all services, excluding OS/DA, is 13.3%.

Non-Recurring Charges for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$ 273.09
Customer Record Search Per Account	\$ 11.69
Ordering and Provisioning	•
Engineered Initial Service Order (ISO) - New Service	\$ 311.98
Engineered Initial Service Order - As Specified	\$ 123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21

Outside Facility Connect	\$ E	58.30
Manual Ordering Charge	\$ 1	12.17

Product Specific:

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling:

Service Order Expedite:	
Engineered	\$ 35.48
Non-Engineered	\$ 12.59
Coordinated Conversions:	
ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.5 9
Hot Coordinated Conversion First Hour:	
ISO	\$ 30 .55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that OMNIPLEX orders any service from this Agreement.

Customer Record Search applies when OMNIPLEX requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from GTE to OMNIPLEX. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from GTE to OMNIPLEX. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require GTE to manually enter OMNIPLEX's order into GTE's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if OMNIPLEX requests service prior to the standard due date intervals.

Coordinated Conversion applies if OMNIPLEX requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if OMNIPLEX requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Universal Service Support Surcharge

Residential (per line)	N/A
Business (per line)	N/A

APPENDIX D

PRICES FOR UNBUNDLED NETWORK ELEMENTS

General. The rates contained in this Appendix D are the rates as defined in Article VII and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. GTE will offer unbundled loops and ports under the following conditions:

GTE assesses a separate interim universal service fund surcharge for loops and ports to provide continued universal service support that is implicit in GTE's current retail services prices; and to respect the careful distinctions Congress has drawn between access to UNEs, on the one hand, and the purchase at wholesale rates of GTE services on the other. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer the port and loop UNEs at the rates set forth below in Appendix D without the interim surcharge, but subject to the following terms and conditions:

- Α. OMNIPLEX agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, OMNIPLEX will (i) begin paying the monthly interim surcharge in accord with Appendix D, and (ii) make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement.
- Β. Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring OMNIPLEX to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.
- C. Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

Loop Elements

2 Wire Analog Loop (inclusive of NID)	\$	47.00	
4 Wire Analog Loop (inclusive of NID)	Ŝ	63.60	
2 Wire Digital Loop (inclusive of NID)	Š	47.00	
4 Wire Digital Loop (inclusive of NID)	Š	63.60	
DS-1 Loop	ŝ	160.31	
DS-3 Loop	•	,584.44	
Type C Conditioning	\$	11.86	
Type C Improved Conditioning	\$	30.00	
Type DA Conditioning	\$	2.00	
Mid-Span Repeaters	\$	74.56	
Network Interface Device (leased separately)			
- Basic NID	\$	1.30	
Complex (12 x) NID	\$	1.80	
Port and Switching Elements		in in Color	0114

Ports	
Basic Analog Line Side Port	\$ 5.30
Coin Line Side Port	\$ 10.19
ISDN BRI Digital Line Side Port	\$ 22.39
DS-1 Digital Trunk Side Port	\$ 108.00
ISDN PRI Digital Trunk Side Port	\$ 227.19
Vertical Features	See Attached List
Usage Charges (must purchase Port)	
Local Central Office Switching	\$0.0064061
Shared Transport	-
Transport Termination	\$0.0001068
Transport Facility per mile	\$0.000029
Tandem Switching	\$0.0022100
Transport Elements	
CLEC Dedicated Transact	
CLEC Dedicated Transport CDT 2 Wire	¢ 00.00
CDT 2 Wire	\$ 30.00
_	\$ 58.20
CDT DS1	\$ 295.00
CDT DS3 (Optical Interface)	\$1,125.00
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$ 5.19
IDT DS0 Transport Termination	\$ 15.08
IDT DS1 Transport Facility per ALM	\$ 21.60
IDT DS1 Transport Termination	\$ 30.00
IDT DS3 Transport Facility per ALM	\$ 51.00
IDT DS3 Transport Termination	\$ 285.00
Muttiplexing	
	A 404 00
DS1 to Voice Multiplexing	\$ 184.00
DS3 to DS1 Multiplexing	\$ 523.44
Ancillary DS2 Electrical Interface	
DS3 Electrical Interface	\$1,500.00
Conditioning	• • • • •
DS1 Clear Channel Capability	\$ 24.00
	\$ 11.86
Type C Improved Conditioning	\$ 30.00
Type DA Conditioning	\$ 2.00
Databases and Signaling Systems	
Signaling Links and STP	
56 Kbps Links	See GTOC1 Tariff
DS-1 Link	See GTOC1 Tariff
Signal Transfer Point (STP) Port Term	See GTOC1 Tariff
Call Related Databases	
Line Information Database (ABS-Queri	es) See GTOC1 Tariff
Toll Free Calling Database (DB800 Qu	
Universal Decides Oversit C	
Universal Service Support Surcharge	00115
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Per Loop Per Port	TBD TBD
Non-Recurring Charges (NRCs) for Unbundled Services	
Pre-ordering	
CLEC Account Establishment Per CLEC Customer Record Search	\$ 273.09 \$ 11.69
Ordering and Provisioning	
Loop:	
Ecop. Engineered Initial Service Order (ISO) Non-Engineered ISO	\$ 294.07 \$ 49.31
Central Office Connection	\$ 12.21
Outside Facility Connection	\$ 68.30
Type C Conditioning	\$ 116.24
Type C Improved Conditioning	\$ 116.24
Type DA Conditioning	\$ 116.24
NID:	
ISO	\$ 33.38
Outside Facility Connection	\$ 42.69
Port:	
ISO	\$ 50.46
Subsequent Service Order	\$ 25.67
Central Office Connection	\$ 12.21
Transport:	
ISO	\$ 116.24
Subsequent Service Order	\$ 85.85
Design Charge	\$ 27.00 \$ 200.00
CDT 2 Wire Connection CDT 4 Wire Connection	\$ 200.00
CDT DS1 Wire Connection	\$ 900.00
CDT DS3 Wire Connection	\$ 675.00
DS1 to Voice Multiplex	\$ 800.00
DS3 to DS1 Multiplex	\$ 450.00
DS1 to Clear Channel Capacity	\$ 90.00
Type C Conditioning	\$ 116.24
Type C Improved Conditioning	\$ 116.24
Type DA Conditioning	\$ 116.24
Manual Ordering Charge	\$ 12.17

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GMNIPLEX.GN4-4-MO - 11/99

Custom Handling

Service Order Expedite:	
Engineered Loop LSRs	\$ 35.48
All Other LSRs	\$ 12.59
Coordinated Conversions:	
ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that OMNIPLEX orders any service from this Agreement.

Customer Record Search applies when OMNIPLEX requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR).

Subsequent Service Order applies per LSR or Access Service Record (ASR) for modifications to an existing Port or Transport service.

Engineered ISO applies per LSR when engineering work activity is required to complete the order

Non-Engineered ISO applies per LSR when no engineering work activity is required to complete the order.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Design Change applies per ASR when an engineering review is required for a Transport ASR.

CDT Connection applies in addition to the ISO, per facility for the installation of CDT products.

Multiplexing applies in addition to the ISO, per arrangement for the installation of Multiplexing arrangements.

Conditioning applies in addition to the ISO, per Loop or Transport Facility for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Manual Ordering Charge applies to orders that requires GTE to manually enter OMNIPLEX's order into GTE's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if OMNIPLEX requests service prior to the standard due date intervals.

Coordinated Conversion applies if OMNIPLEX requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if OMNIPLEX requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

VERTICAL FEATURES		(Subject to Availability)
Three Way Calling	\$/Feature/Month	\$1.13
Call Forwarding Variable	\$/Feature/Month	\$1.23
Cust. Changeable Speed Calling 1-Digit	\$/Feature/Month	\$0.90
Cust. Changeable Speed Calling 2-Digit	\$/Feature/Month	\$0.92
Call Waiting	\$/Feature/Month	\$0.73
Cancel Call Waiting	\$/Feature/Month	\$0.25
Automatic Callback	\$/Feature/Month	\$0.41
Automatic Recall	\$/Feature/Month	\$0.32
Calling Number Delivery	\$/Feature/Month	\$4.01
Calling Number Delivery Blocking	\$/Feature/Month	\$0.62
Distinctive Ringing / Call Waiting	\$/Feature/Month	\$1.96
Customer Originated Trace	\$/Feature/Month	\$0.47
Selective Call Rejection	\$/Feature/Month	\$2.53
Selective Call Forwarding	\$/Feature/Month	\$2.94
Selective Call Acceptance	\$/Feature/Month	\$7.43
Call Forwarding Variable CTX	\$/Feature/Month	\$0.92
Call Forwarding Incoming Only	\$/Feature/Month	\$0.26
Call Forwarding Within Group Only	\$/Feature/Month	\$0.25
Call Forwarding Busy Line	\$/Feature/Month	\$0.26
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$0.48
Remote Call Forward	\$/Feature/Month	\$1.11
Call Waiting Originating	\$/Feature/Month	\$0.33
Call Waiting Terminating	\$/Feature/Month	\$0.71
Cancel Call Waiting CTX	\$/Feature/Month	\$0.25
Three Way Calling CTX	\$/Feature/Month	\$1.38
Call Transfer Individual All Calls	\$/Feature/Month	\$0.31
Add-on Consultation Hold Incoming Only	\$/Feature/Month	\$0.25
Speed Calling Individual 1-Digit	\$/Feature/Month	\$0.63
Speed Calling Individual 2-Digit	\$/Feature/Month	\$0.64
Direct Connect	\$/Feature/Month	\$0.42
Distinctive Alerting / Call Waiting Indicator	\$/Feature/Month	\$1.46
Call Hold	\$/Feature/Month	\$0.59
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$1.85
Fully-Restricted (Orig/Term)	\$/Feature/Month	\$1.85
Toll Restricted Service	\$/Feature/Month	\$0.26
Call Pick-up	\$/Feature/Month	\$0.34
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$0.40
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$0.39

MISSOURI UNBUNDLED VERTICAL FEATURES

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VERTICAL FEATURES		(Subject to Availability)
Special Intercept Announcements	\$/Feature/Month	\$8.49
Conference Calling - 6-Way Station Cont.	\$/Feature/Month	\$4.24
Station Message Detail Recording	\$/Feature/Month	\$1.61
Station Message Detail Recording to Premises	\$/Feature/Month	\$3.12
Fixed Night Service - Key	\$/Feature/Month	\$3.05
Attendant Camp-on (Non-DI Console)	\$/Feature/Month	\$1.36
Attendant Busy Line Verification	\$/Feature/Month	\$4.45
Control of Facilities	\$/Feature/Month	\$0.25
Fixed Night Service - Call Forwarding	\$/Feature/Month	\$0.32
Attendant Conference	\$/Feature/Month	\$12.88
Circular Hunting	\$/Feature/Month	\$2.95
Preferential Multiline Hunting	\$/Feature/Month	\$0.45
Uniform Call Distribution	\$/Feature/Month	\$3.42
Stop Hunt Key	\$/Feature/Month	\$0.25
Make Busy Key	S/Feature/Month	\$0.60
Queuing	\$/Feature/Month	\$1.10
Automatic Route Selection	\$/Feature/Month	\$0.35
Facility Restriction Level	\$/Feature/Month	\$0.25
Expansive Route Warning Tone	\$/Feature/Month	\$0.25
Time-of-Day Routing Control	\$/Feature/Month	\$0.31
Foreign Exchange Facilities	\$/Feature/Month	\$13.40
Anonymous Call Rejection	\$/Feature/Month	\$5.31
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$10.23
Basic Business Group CTX	\$/Feature/Month	\$1.76
Basic Business Group DOD	\$/Feature/Month	\$0.71
Basic Business Auto ID Outward Dialing	\$/Feature/Month	\$0.25
Basic Business Group DID	\$/Feature/Month	\$0.25
Business Set Group Intercom All Calls	\$/Feature/Month	\$7.55
Dial Call Waiting	\$/Feature/Month	\$0.57
Loudspeaker Paging	\$/Feature/Month	\$12.38
Recorded Telephone Dictation	\$/Feature/Month	\$13.28
On-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$4,46
Off-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$1.54
Teen Service	\$/Feature/Month	\$0.82
Bg - Automatic Call Back	\$/Feature/Month	\$0.83
Voice/Data Protection	\$/Feature/Month	\$0.25
Authorization Codes for Afr	\$/Feature/Month	\$0.36
Account Codes for Afr	\$/Feature/Month	\$0.59
Code Restriction Diversion	\$/Feature/Month	\$0.37
Code Calling	\$/Feature/Month	\$14.60

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VERTICAL FEATURES		(Subject to Availability)
Meet-Me Conference	\$/Feature/Month	\$5.93
Call Park	\$/Feature/Month	\$0.25
Executive Busy Override	\$/Feature/Month	\$0.25
Last Number Redial	\$/Feature/Month	\$0.50
Direct Inward System Access	\$/Feature/Month	\$0.25
Authorization Code Immediate Dialing	\$/Feature/Month	\$0.25
Bg - Speed Calling Shared	\$/Feature/Month	\$0.25
Attendant Recall from Satellite	\$/Feature/Month	\$0.25
Bg - Speed Calling 2-Shared	\$/Feature/Month	\$0.25
Business Set - Call Pick-up	\$/Feature/Month	\$0.25
Authorization Code for Mdr	\$/Feature/Month	\$0.25
Locked Loop Operation	\$/Feature/Month	\$0.25
Attendant Position Busy	\$/Feature/Month	\$0.25
Two-Way Splitting	\$/Feature/Month	\$0.84
Call Forwarding - All (Fixed)	\$/Feature/Month	\$1.75
Business Group Call Waiting	\$/Feature/Month	\$0.25
Music on Hold	\$/Feature/Month	\$6.41
Automatic Alternate Routing	\$/Feature/Month	\$4.95
DTMF Dialing	\$/Feature/Month	\$0.25
BG DTMF Dialing	\$/Feature/Month	\$0.25
Business Set Access to Paging	\$/Feature/Month	\$3.97
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$3.52
Selective Calling Waiting (Class)	\$/Feature/Month	\$2.80
Direct Inward Dialing	\$/Feature/Month	\$11.85
Customer Dialed Account Recording	\$/Feature/Month	\$3.37
Deluxe Automatic Route Selection	\$/Feature/Month	\$0.68
MDC Attendant Console	\$/Feature/Month	\$63.74
Warm Line	\$/Feature/Month	\$0.25
Calling Name Delivery	\$/Feature/Month	\$0.25
Call Forwarding Enhancements	\$/Feature/Month	\$0.25
Caller ID Name and Number	\$/Feature/Month	\$1.16
InContact	\$/Feature/Month	\$1.68
Call Waiting ID	\$/Feature/Month	\$0.25
Att'd ID on Incoming Calls	\$/Feature/Month	\$0.46
Privacy Release	\$/Feature/Month	\$0.25
	\$/Feature/Month	\$0.25
Display Calling Number		the second s
Six-Port Conference	\$/Feature/Month	\$5.61
Business Set Call Back Queuing	\$/Feature/Month	\$0.25
ISDN Code Calling - Answer	\$/Feature/Month	\$0.25
Att'd Call Park	\$/Feature/Month	\$0.25

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VERTICAL FEATURES		(Subject to Availability
Att'd Autodial	\$/Feature/Month	\$0.25
Att'd Speed Calling	\$/Feature/Month	\$0.25
Att'd Console Test	\$/Feature/Month	\$0.25
Att'd Delayed Operation	\$/Feature/Month	\$0.25
Att'd Lockout	\$/Feature/Month	\$0.25
Att'd Multiple Listed Directory Numbers	\$/Feature/Month	\$0.25
Att'd Secrecy	\$/Feature/Month	\$0.25
Att'd Wildcard Key	\$/Feature/Month	\$0.25
Att'd Flexible Console Alerting	\$/Feature/Month	\$0.25
Att'd VFG Trunk Group Busy on Att'd Console	\$/Feature/Month	\$0.25
Att'd Console Act/Deact of CFU/CFT	\$/Feature/Month	\$0.25
Att'd Display of Queued Calls	\$/Feature/Month	\$0.25
Att'd Interposition Transfer	\$/Feature/Month	\$0.25
Att'd Automatic Recall	\$/Feature/Month	\$0.25

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APPENDIX E

RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS

I. The following services are offered by GTE for purchase by OMNIPLEX for UNEs or Interconnection, where an individual item is not superseded by a tariffed offering.

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		NRC	MRC
A.	9-1-1 Selective Router Map	\$125.00	N/A
	Provided is a color map showing a selective router's location and the GTE central offices that send their 9-1-1 call to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce by OMNIPLEX for its internal use is granted without further fee. Non-tariffed price.		
B.	9-1-1 Selective Router Pro-Rata Fee/trunk	\$0	\$100.77
	This fee covers the cost of selective routing switch capacity per trunk to cover investment to handle the additional capacity without going to the 9-1-1 districts for additional funding.		,
C.	PS ALI Software	\$790.80	
	A personal computer software program running on Windows 3.1 [™] for formatting subscriber records into NENA Version #2 format to create files for uploading to GTE's ALI Gateway. Fee includes software, warranty and 1 800 872-3356 support at no additional cost.		
D.	ALI Gateway Service	\$135.00	\$36.12
	Interface for delivery of ALI records to GTE's Data Base Management System. This provides a computer access port for OMNIPLEX to transmit daily subscriber record updates to GTE for loading into ALI databases. It includes support at 1 800 872-3356 at no additional cost.		
E.	9-1-1 Interoffice Trunk	Tariff	Tariff
	This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.		
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				NRC	MRC
	F.	ALI Da	tabase	Tariff	Tariff
			a tariffed offering, to be found in each state's ency Number Service Tariff.		
	G <i>.</i>	Selectiv	ve Router Database per Record Charge	Tariff	Tariff
		This is	r each ALI record used in a GTE selective router. a tariffed offering, to be found in each state's ency Number Service Tariff.		
	Н.	MSAG	Сору		
			tion of one copy of a 9-1-1 Customer's Master Address Guide, postage paid.		
		(a)	Copy provided in paper format	\$238.50	\$5 4.00
		(b)	Copy provided in flat ASCII file on a 3-1/2" diskette	\$276.00	\$36.00
Ił.	resells	GTE's ic	ervices are offered by GTE when OMNIPLEX ocal exchange services, where an item is not a tariffed offering:		
	Α.	911 Se	elective Router Map		
		location call to i informa served, office a Permis	ed is a color map showing a selective router's in and the GTE central offices that send their 911 it. The selective router and central office ation will include CLLI codes and NPA/NXXs . The map will include boundaries of each central and show major streets and the county boundary. Ision to reproduce by OMNIPLEX for it s internal granted without further fee. Non-tariffed price.		
	B .	MSAG	Сору		
			tion of one copy of a 911 Customer's Master Address Guide, postage paid		
		1.	Copy provided in proper format	\$238.50	\$ 54.00
		2.	Copy provided in flat ASCII file on a 3-1/2" diskette	\$276.00	\$ 36.00

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APPENDIX F

COMPENSATION FOR EXCHANGE OF TRAFFIC USING UNBUNDLED ELEMENTS

1. This A and int and sh

This Appendix describes the compensation terms that apply for exchanging local, intraLATA, toll and interexchange traffic when OMNIPLEX uses GTE-provided unbundled ports, local switching and shared transport to provide service to OMNIPLEX's end-users. Reciprocal compensation does not apply in a resale environment.

Compensation for OMNIPLEX's Purchase of GTE's unbundled local switching.

- 2.1 <u>For local intra-switch calls</u> between lines connected to GTE's switch where OMNIPLEX has purchased GTE's unbundled local switching, the Parties agree to impose no call termination charges on each other. GTE's local switching charge will apply as described below where the call is:
 - 2.1.1 Originated by OMNIPLEX's customer using GTE's unbundled local switching and completed to a GTE customer:
 - (a) (For use of the local switch): local switching charge the originating office will apply to OMNIPLEX.
 - 2.1.2 Originated by OMNIPLEX's customer using GTE's unbundled local switching and completed to the customer of a third party LEC (not affiliated with OMNIPLEX) using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the originating office will apply to OMNIPLEX.
 - 2.1.3 Originated by OMNIPLEX's customer using GTE's unbundled local switching and completed to another OMNIPLEX's customer using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the originating office will apply to OMNIPLEX.
 - 2.1.4 Originated by a GTE customer and terminated to OMNIPLEX's customer using GTE's unbundled local switching.
 - (a) No local switching charge will apply to OMNIPLEX.
 - 2.1.5 Originated by the customer of a third-party LEC (not affiliated with OMNIPLEX) using GTE's unbundled local switching and terminated to OMNIPLEX's customers using GTE's unbundled local switching.
 - (a) No local switching charge will apply to OMNIPLEX.
- 2.2 <u>For local inter-switch calls</u> where OMNIPLEX has purchased GTE's unbundled local switching. GTE's charges will apply to CLEC as described below where the call is:
 - 2.2.1 Originated from OMNIPLEX's end-user customer using GTE's unbundled local switching and completed to a GTE customer:

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- (a) (For use of the local switch): local switching charge at the originating office.
- (b) A mileage-based transport charge will apply when OMNIPLEX uses GTE's transport.
- (c) Tandem Switching, if applicable.
- (d) (For call termination): Charges for local interconnection/call termination, when applicable
- 2.2.2 Originated from OMNIPLEX's customer using GTE's unbundled local switching and completed to a third-party LEC (not affiliated with OMNIPLEX) customer using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the originating office.
 - (b) A mileage-based transport charge will apply when OMNIPLEX uses GTE's transport.
 - (c) Tandem Switching, if applicable.
- 2.2.3 Originated from OMNIPLEX's customer using GTE's unbundled local switching and completed to the interconnected network of a third-party LEC (not affiliated with OMNIPLEX).
 - (a) (For use of the local switch): local switching charge at the originating office.
 - (b) A mileage-based transport charge will apply when OMNIPLEX uses GTE's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.
 - (c) Tandem Switching, if applicable.
- 2.2.4 Originated from OMNIPLEX's customer using GTE's unbundled local switching and completed to OMNIPLEX's customer using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the originating office.
 - (b) A mileage-based transport charge will apply when OMNIPLEX uses GTE's transport.
 - (c) Tandem Switching, if applicable.
 - (d) (For use of the local switch):Local switching charge at the terminating office.
- 2.2.5 Originated by a GTE customer and terminated to OMNIPLEX's customer using GTE's unbundled local switching.
 - (a) (For use at local switch): local switching charge at the terminating office.

- (b) (For call termination): OMNIPLEX shall charge GTE for local interconnection/call termination, when applicable.
- 2.2.6 Originated by a customer of a third-party LEC using GTE's unbundled local switching and terminated to OMNIPLEX's customer using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the terminating office.
- 2.2.7 Originated by a customer of the interconnected network of a third-party LEC and terminated to OMNIPLEX's customers using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the terminating office.
- 2.3 <u>For intraLATA toll calls</u> where OMNIPLEX has purchased GTE's unbundled local switching, charges shall apply as follows:
 - 2.3.1 Originated by OMNIPLEX's customer and completed to a GTE customer:
 - (a) (For use of the local switch): local switching charge at the originating office.
 - (b) Shared transport charge between the two offices will apply when OMNIPLEX uses GTE's transport.
 - (c) Tandem Switching, if applicable.
 - (d) (For call termination): End Office Switching charge at the terminating office (Switched Access Rate).
 - 2.3.2 Originated by OMNIPLEX's customer and completed to the customer of a thirdparty LEC using GTE's unbundled local switching in a distant end office.
 - (a) (For use of the local switch): local switching charge at the originating office.
 - (b) Shared transport charge between the two offices will apply when OMNIPLEX uses GTE's transport.
 - (c) Tandem Switching, if applicable.
 - 2.3.3 Originated by OMNIPLEX's customer and completed to the network of a thirdparty LEC interconnected with GTE's network.
 - (a) (For use of the local switch): local switching charge at the originating office.
 - (b) Common transport charge will apply when OMNIPLEX uses GTE's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.
 - (c) Tandem Switching, where applicable. 0.0127

- 2.3.4 Originated by OMNIPLEX's customer and completed by another of OMNIPLEX's customers being served through GTE's unbundled local switching in a distant office.
 - (a) (For use of the local switch): local switching charge at the originating office.
 - (b) Shared transport charge between the two offices will apply when OMNIPLEX uses GTE's transport.
 - (c) Tandem Switching, if applicable.
 - (d) (For use of the local switch): local switching charge at the terminating office.
- 2.3.5 Originated by a GTE customer and terminated to OMNIPLEX's customer using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the terminating office.
 - (b) (For call termination): OMNIPLEX will charge GTE local switching at the terminating office.
- 2.3.6 Originated by a customer of a third-party LEC (not affiliated with OMNIPLEX) using GTE's unbundled local switching in a distant end office and terminated to OMNIPLEX's customers using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the terminating office.
- 2.3.7 Originated by a customer of the network of a third-party LEC interconnected with GTE's network and terminated to OMNIPLEX's customers using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the terminating office.
- 2.4 <u>For intrastate Switched Access calls</u> where OMNIPLEX is using GTE's unbundled local switching for calls originated from or terminated to an IXC for completion:
 - 2.4.1 For calls originated from OMNIPLEX's customer to an IXC switch for completion.
 - (a) (For use of the local switch): local switching charge at the office.
 - (b) Shared Transport;
 - (c) Tandem Switching
 - 2.4.2 For calls terminating to OMNIPLEX's end-user customer from an IXC switch for completion.
 - (a) (For use of the local switch): local switching charge at the terminating office.

- (b) Shared Transport;
- (c) Tandem Switching
- 2.5 <u>For interstate Switched Access calls</u> where OMNIPLEX is using GTE's unbundled local switching for calls originated from or terminated to an IXC for completion:
 - 2.5.1 For calls originated from OMNIPLEX's customer to an IXC switch for completion.
 - (a) (For use of the local switch): local switching charge at the originating office.
 - (b) Shared Transport;
 - (c) Tandem Switching
 - 2.5.2 For calls terminating to OMNIPLEX's customer from an IXC switch for completion:
 - (a) (For use of the local switch): local switching charge at the terminating office.
 - (b) Shared Transport;
 - (c) Tandem Switching
- Unbundled local switching will be billed on a per minute of use basis and applied to all originating and interswitch terminating traffic, including, but not limited to local, toll, operator services, directory assistance, 911/E-911, 500, 700, 800/888, 900, 950, 976, busy calls, no answer, incomplete. Where non-conversation time cannot be measured, the parties will mutually agree on the appropriate measure and charge. Where measurement of terminating local switching minutes is not available, the number of minutes billed for terminating usage will be equal to the number of originating minutes. The Parties will mutually agree on a method and procedure to periodically sample and validate or adjust the ratio of originating to terminating minutes for billing purposes.

APPENDIX G

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COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Non-Recurring Prices			
Engineering Costs			
Engineering Fee	per occurrence	NRC	\$1,169.6
Augment/Change Current Svc Arrangements	per occurrence	NRC	\$199.4
Access Card Administration (New/Replacement)	per card	NRC	\$22.8
Building Modification			
Site Modifications (for Construction inside GTE CO only)			
Demolition and Site Work	per request	NRC	\$549.9
Exterior Door	per request	NRC	\$2,432.9
Concrete Work	per request	NRC	\$340.3
Steel/Metals Work	per request	NRC	\$908.1
Painting/Finishes	per request	NRC	\$606.6
Interior Door	per request	NRC	\$1,517.0
Flooring Work	per request	NRC	\$832.
HVAC - Minor (Heating, Ventilating & Air Condit'g)	per occurrence	NRC	\$1,855.4
Dust Partition	per request	NRC	\$1,674.:
Hardware - Lockset for Door	per unit	NRC	\$147.
Electrical			
Lighting	per unit	NRC	\$729.(
Electrical Outlet	per outlet	NRC	\$661.(
Floor Grounding Bar	per bar	NRC	\$993.
Cage Grounding Bar	per bar	NRC	\$1,420.
Cable Racking - Dedicated			
Engineering	per project	NRC	\$78.1
Installation and Materials - Racking	per linear foot	NRC	\$34.4
Cage Enclosure			
Cable Fencing	per sq. ft. fencing	NRC	\$8.(
Cage Gate	per gate	NRC	\$458.1
DC Power Facility			
Termination	per pwr run	NRC	\$66.
Power Cable Pull - Labor	per linear foot	NRC	\$11.0
Engineering	per project	NRC	\$78.1
Fiber Cable Pull			* * - -
Engineering Costs	per project	NRC	\$606.3
Place Innerduct	per linear foot	NRC	\$1.3
Pull Cable	per linear foot	NRC	\$0.9
Cable Fire Retardant	per occurrence	NRC	\$44.3
Fiber Cable Splice	per fiber	NRC	\$49.3

Facility Pull			
Engineering Costs	per project	ŃRC	\$33.82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	\$1,11
Per DSO Cable Termination (Connectorized)	per 100 pr	NRC	\$4.44
Per DS1 Cable Termination (Connectorized)	per 28 pr	NRC	\$1.11
Per DS3 (coaxial) Termination			•
Per Termination (Preconnectorized)	per DS3	NRC	\$1.11
Per Termination (Unconnectorized)	per DS3	NRC	\$11.09
BITS Timing	F · · ·		• • • • • •
Engineering Costs	per project	NRC	\$34.93
Material Cost and Pull Shielded Cable	per linear foot	NRC	\$1.25
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Monthly Recurring Prices			
Cage Floor Space including Shared Access Area	1 sq ft	MRC	\$2.73
Cable Space (Subduct Space)			
Manhole	per project	MRC	\$4.89
Subduct	per linear foot	MRC	\$0.04
DC Power Facility and Utility			
Utility, Power Supply, Fuse Panels and Fuses	40 amps	MRC	\$612.87
Facility Termination			
DSO Cable - Material	per 100 pr.	MRC	\$3.13
DS1 Cable - Material	per 28 pr.	MRC	\$12.34
DS3 Cable - Material	per DS3	MRC	\$16.11
Cable Vault Splice	·		
Fiber Cable - 48 fiber			
Material	per splice	MRC	\$8.66
Space Utilization in Cable Vault	per subduct	MRC	S0.82
Fiber Cable - 96 fiber			
Material	per splice	MRC	\$24.66
Space Utilization in Cable Vault	per subduct	MRC	\$0.82
Cable Rack - Common	,		
Metallic DSO Cable - Space Utilization	per linear foot	MRC	\$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	S0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	\$0.01
BITS Timing	per port	MRC	\$9.06
Individual Case Basis (ICB)			
Major Environmental Conditioning (HVAC)	per project	ICB	ICB
Major Power Plant Upgrades	per project	ICB	ICB
Equipment Rearrangement	per project	ICB	ICB
Major Conduit & Cable Vault Additions	per project	ICB	ICB
Asbestos Removal	per project	ICB	iCB
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Elements	Increment	NRC / MRC
Non-Recurring Prices		
Engineering Costs		
Engineering Fee	per occurrence	NRC
Augment/Change Current Svc Arrangements	per occurrence	NRC
Access Card Administration (New/Replacement)	per card	NRC
Building Modification		
Site Modifications (for Construction inside GTE CO only)		
Demolition and Site Work	per request	NRC
Exterior Door	per request	NRC
Concrete Work	per request	NRC
Steel/Metals Work	per request	NRC
Painting/Finishes	per request	NRC
Interior Door	per request	NRC
Flooring Work	per request	NRC
HVAC - Minor (Heating, Ventilating & Air Condit'g)	per occurrence	NRC
Dust Partition	per request	NRC
Hardware - Lockset for Door	per unit	NRC

internet (incating, ventilating a Air condity)	por occurrence		01,000.40
Dust Partition	per request	NRC	\$1,674.27
Hardware - Lockset for Door	per unit	NRC	\$147.51
Electrical			
Lighting	per unit	NRC	\$729.05
Electrical Outlet	per outlet	NRC	\$661.09
Floor Grounding Bar	per bar	NRC	\$993.88
Cable Racking - Dedicated			
Engineering	per project	NRC	\$78.19
Installation and Materials - Racking	per linear foot	NRC	\$34.42
DC Power Facility			
Termination	per pwr run	NRC	\$66.56
Power Cable Pull - Labor	per linear foot	NRC	\$11.09
Engineering	per project	NRC	\$78.19
Fiber Cable Pull			
Engineering Costs	per project	NRC	\$606.30
Place Innerduct	per linear foot	NRC	\$1.36
Pull Cable	per linear foot	NRC	50 93
Cable Fire Retardant	per occurrence	NRC	\$44.37
Fiber Cable Splice	per fiber	NRC	\$49 33
Facility Pull			
Engineering Costs	per project	NRC	\$33 82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	S1 11
Per DSO Cable Termination (Connectorized)	per 100 pr	NRC	\$4,44
Per DS1 Cable Termination (Connectorized)	per 28 pr	NRC	Ş1 11
Per DS3 (coaxial) Termination			
Per Termination (Preconnectorized)	per DS3	NRC	\$1.11
Per Termination (Unconnectorized)	per DS3	NRC	S11.09

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Rate

\$1,169.68 \$199.42 \$22.88

\$549.99 \$2,432.94 \$340.30 \$908.16 \$606.64 \$1,517.00 \$832.38 \$1,855.40

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BITS Timing			
Engineering Costs	per project	NRC	\$34.93
Material Cost and Pull Shielded Cable	per linear foot	NRC	\$1.25
Monthly Recurring Prices			
Relay Rack Floor Space including Shared Access Area	per linear foot	MRC	\$11.59
Cabinet Floor Space including Shared Access Area	per linear foot	MRC	\$15.68
Cable Space			
Subduct Space			
Manhole	per project	MRC	\$4.8 9
Subduct	per linear foot	MRC	\$0.04
DC Power Facility and Utility			
Utility, Power Supply, Fuse Panels and Fuses	40 amps	MRC	\$612.87
Facility Termination			
DSO Cable - Material	per 100 pr.	MRC	\$3.13
DS1 Cable - Material	per 28 pr.	MRC	\$12.34
DS3 Cable - Material	per DS3	MRC	\$16.11
Cable Vault Splice			
Fiber Cable - 48 fiber			
Material	per splice	MRC	\$8.66
Space Utilization in Cable Vault	per subduct	MRC	\$0.82
Fiber Cable - 96 fiber	·		
Material	per splice	MRC	\$24.66
Space Utilization in Cable Vault	per subduct	MRC	\$0.82
Cable Rack - Common	•		
Metallic DSO Cable - Space Utilization	per linear foot	MRC	\$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	\$0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	\$0.01
BITS Timing	per port	MRC	\$9.06
Individual Case Basis (ICB)			
Major Environmental Conditioning (HVAC)	per project	ICB	ICB
Major Power Plant Upgrades	per project	ICB	ICB
Equipment Rearrangement	per project	ICB	ICB
Major Conduit & Cable Vault Additions	per project	ICB	ICB
Asbestos Removal	per project	ICB	ICB
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ADJACENT COLLOCATION RATES

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Elements	Increment	NRC / MRC	Rate
Non-Recurring Prices			
Engineering Fee	per occurrence	NRC	\$958.00
Fiber Cable Pull			
Engineering Costs	per project	NRC	\$606.30
Place Innerduct	per linear foot	NRC	\$1.36
Pull Cable	per linear foot	NRC	\$0.93
Cable Fire Retardant	per occurrence	NRC	\$44.37
Metallic Cable Pull			
Engineering Costs	per project	NRC	\$606.30
Pull Cable	per linear foot	NRC	\$1.05
Cable Fire Retardant	per occurrence	NRC	\$44.37
Cable Splice			
Metallic DSO, DS1 or Fiber			
Engineering Costs	per project	NRC	\$30.32
Splicing (greater than 200 pair)	per DSO/DS1 pair	NRC	\$1.38
Splicing (less than 200 pair)	per DSO/DS1 pair	NRC	\$1.38
Splicing Fiber Cable	per fiber	NRC	\$49.33
Facility Pull			
Engineering Costs	per project	NRC	\$33.82
Per Foot Puli (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	\$1.11
Per DSO Cable Termination			
Per Termination (C)	per 100 pr	NRC	\$4,44
Per Termination (UC)	per 100 pr	NRC	\$44.37
Per DS1 Cable Termination			
Per Termination (C)	per 28 pr	NRC	\$1.11
Per Termination (UC)	per 28 pr	NRC	\$27.77
Per DS3 (coaxial) Termination			
Per Termination (Preconnectorized)	per DS3	NRC	\$1.11
Per Termination (Unconnectorized)	per DS3	NRC	\$11.09
Per Fiber Cable Termination			
Per Termination	per fiber	NRC	\$49.33
BITS Timing			
Engineering Costs	per project	NRC	\$34.93
Material Cost and Pull Shielded Cable	per linear foot	NRC	\$1.25
Monthly Recurring Prices			
Cable Space			
Subduct Space			
Manhole	per project	MRC	\$4.89
	per linear foot	MRC	\$0.04 \$0.04
Conduit Space - 4" Duct - Metallic Cable	her mean innt		30.04
Manhole	per project	MRC	\$8.84

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Facility Termination			
DSO Cable - Material	per 100 pr.	MRC	\$3.13
DS1 Cable - Material	per 28 pr.	MRC	\$12.34
- DS3 Cable - Material	per DS3	MRC	\$16.11
Cable Vault Splice			
Metallic DSO Cable per 1200 pair			
Material	per splice	MRC	\$449.44
Space Utilization in Cable Vault	per cable	MRC	\$3.00
Metallic DSO Cable per 900 pair			
Material	per splice	MRC	\$329.12
Space Utilization in Cable Vault	per cable	MRC	\$2.75
Metallic DSO Cable per 600 pair			
Material	per splice	MRC	\$218.79
Space Utilization in Cable Vault	per cable	MRC	\$1.94
Metallic DS1 Cable			
Material	per splice	MRC	\$45.54
Space Utilization in Cable Vault	per cable	MRC	\$0.44
Fiber Cable - 48 fiber			
Material	per splice	MRC	\$8.66
Space Utilization in Cable Vault	per subduct	MRC	\$0.82
Fiber Cable - 96 fiber			
Material	per splice	MRC	\$24.66
Space Utilization in Cable Vault	per subduct	MRC	\$0.82
Cable Rack - Common			
Metallic DSO Cable - Space Utilization	per linear foot	MRC	\$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	\$0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	\$0.01
BITS Timing	per port	MRC	\$9.06
Individual Case Basis (ICB)			
Major Environmental Conditioning (HVAC)	per project	ICB	ICB
Major Power Plant Upgrades	per project	ICB	ICB
Equipment Rearrangement	per project	ICB	ICB
Major Conduit & Cable Vault Additions	per project	ICB	ICB
Asbestos Removal	per project	ICB	ICB
	per project		,00

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MISCELLANEOUS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Labor:			
Overtime Installation Labor	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
Labor Rates:			
Basic Time, Business Day, Per Technician	,		
First Half Hour or Fraction Thereof		NRC	\$42.7
Each Additional Half Hour or Fraction Thereof		NRC	\$21.3
Overtime, Outside the Business Day			
First Half Hour or Fraction Thereof		NRC	\$100.0
Each Additional Half Hour or Fraction Thereof		NRC	\$75.0
Prem.Time,Outside Business Day, Per Tech			
First Half Hour or Fraction Thereof		NRC	\$150.0
Each Additional Half Hour or Fraction Thereof		NRC	\$125.0
GTE Provided Cable Rates:			
Facility Cable			
DS-O Cable (Connectorized) 100 pair	100 ft.	NRC	\$157.6
DS-1 Cable (Connectorized)	100 ft.	NRC	\$165.7
DS-3 Coax Cable	per linear foot	NRC	\$0.4
Shielded Cable (Orange jacket)	per linear foot	NRC	\$0.1
Power Cable			
Wire Power 1/0	per linear foot	NRC	\$0.7
Wire Power 2/0	per linear foot	NRC	\$1.1
Wire Power 3/0	per linear foot	NRC	\$1.2
Wire Power 4/0	per linear foot	NRC	\$1.5
Wire Power 350 MCM	per linear foot	NRC	\$2.6
Wire Power 500 MCM	per linear foot	NRC	\$3.6
Wire Power 750 MCM	per linear foot	NRC	\$5.5
Wire Ground #6	per linear foot	NRC	\$0.1
Collocation Space Report	per premise	NRC	\$1,637.2

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APPENDIX 49A AMENDMENT OF CERTAIN RATES, TERMS AND CONDITIONS AT&T TERMS

Pursuant to Article III, Section 49 of this Agreement and subject to all of the terms and conditions thereof, the attached AT&T Terms referred to in Section 49 and attached herein as pages 49A-2 through 49A-10 will be substituted for the GTE Terms, which are set out in Appendix 49B.

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Attachment 1 to Appendix 49A Amendment to Certain Rates, Terms and Conditions From Main agreement of AT&T Arbitrated Agreement

Missouri

From Main Agreement, Sections 24 and 25

24. <u>Telecommunications Services Provided for Resale</u>

Upon request by AT&T in accordance with Section 25.1 and subject to the restrictions contained in Section 25.3 hereunder, GTE shall make available to AT&T at the applicable rate set forth in Attachment 14, any Telecommunications Service that GTE currently offers or may hereafter offer at retail to subscribers that are not telecommunications carriers. GTE shall also provide to AT&T local service customers of each such Telecommunications Service the service support functions GTE provides to its own local service customers of the same Telecommunications Service. Such Telecommunications Services and service support functions (preordering, ordering, provisioning, maintenance, repair and billing) provided by GTE pursuant to this Section are collectively referred to as "Local Services."

25. General Terms and Conditions for Resale

25.3 Restrictions on Resale

To the extent consistent with the applicable rules and regulations of the FCC and the Commission, AT&T may resell all GTE Local Services as defined in GTE's tariffs. The following restrictions may apply to the resale of Local Services, as described in Section 24 of this Agreement by AT&T: (i) AT&T shall not resell residential services to business customers; (ii) AT&T shall not resell low-income customer services to nonqualifying customers, and (iii) AT&T shall not resell special restricted educational services only to eligible educational institutions.

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Attachment 1 to Appendix 49A Amendment to Certain Rates, Terms and Conditions Annex 1 of Attachment 14 AT&T Arbitrated Agreement Schedule of Wholesale Discounts

Missouri

Basic Local Service (Residence & Business)	26.93%
Line Charge Usage Charge Features Listing Charges Non-recurring Charges	26.93% 26.93% 26.93% 26.93% 26.93%
Toll Service	26.93%
Operator Services	26.93%
Directory Assistance	26.93%
Business Trunk and Service Arrangements	26.93%
ISDN Services	26.93%
CENTRANET Services	26.93%
Private Line Services	26.93%
Inbound/Outbound Services	26.93%
Promotional Offerings (90 days or more)	26.93%
Promotional Offerings (less than 90 days)	Not subject to wholesale discount
Services for disabled persons (including free directory assistance)	Not subject to wholesale discount
All Other Services not specifically identified above	26.93%

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Attachment 2 to Appendix 49A Amendment to Certain Rates, Terms and Conditions From Attachment 14 AT&T Arbitrated Agreement Prices for Unbundled Network Elements Missouri

The prices listed in this Appendix 2 are interim prices, subject to further order of the Commission. However, the prices listed in this Appendix 2 will remain in effect for the Initial Contract Period unless amended pursuant to pricing orders applicable to Network Elements and Combinations provided by GTE to AT&T in the State. At the end of the initial contract period, the agreement will automatically renew for an additional one year term, unless one party gives 90 days written notice of a wish to terminate. Upon the giving of such written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory commission. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix 2 will continue to remain in effect.

Attachment 1 Appendix 49A Amendment to Certain Rates, Terms and Conditions Annex 2 from Attachment 14 AT&T Arbitration Agreement

Missouri

Summary of PSC Modified Monthly Recurring Costs For GTE of the Midwest Inc.

	Geographic Zone 1	Geographic Zone 2	Geographic Zone 3	Geographic Zone 4	Weighted Avg Rate
Unbundled Loops 2-Wire 8dB Loop 4-Wire 8dB Loop ISDN-BRI	\$14.71 \$21.69 \$28.12	\$16.41 \$24.20 \$31.37	\$27.12 \$40.00 \$51.84	\$36.31 \$53.55 \$69.41	\$22.12 \$32.62 \$42.28
NID					
<u>Basic NID</u> 12x NID		\$1.60 \$1.66			
Cross Connects					
2-Wire		\$0.31			
4-Wire		\$0.62			
DS-1		\$3.95			
DS-3		\$27.20			
Local Switching					
Per Originating or Terminatin	ng MOU	\$0.002591			
Port Charges per Month Analog Port		\$1.86			
DS-1 Port		\$67.72			
20 11 01		40 111 –			
Tandem Switching					
Per MOU		\$0.001440			
Interoffice Transport					
Shared Transport Common Transport		rect Trunked ji	nterstate Tand	em <u>Switched</u>	
Discont Town is all Townson and	Transport R	ales			
Direct Trunked Transport DS-0 Equivalent		\$3.73			
Voice Facility per ALM	Interstate De Transport	edicated Switcl	hed <u>Direct Tru</u>	nked	
DS1 Facility	•	edicated Switcl	ned <u>Direct</u> <u>Tru</u>	nked	000141
DS1 Per Termination		edicated Switcl	hed <u>Direct</u> <u>Tru</u>	<u>nked</u>	
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DS3 Per Termination

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Interstate Dedicated Switched <u>Direct Trunked</u> Transport

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Database and Signaling Systems

Signaling Links and STP 56 Kbps Links DS-1 Link	Corresponding Interstate Rate \$22.44 per month
Signal Transfer Point (STP) Port Termination Signal Transfer Point	Corresponding Interstate Rate
per Message Signal Control Point	\$.00064 per signaling message
per Message	\$.00108 per signaling message

Call Related Databases	
Line Information Database	
ABS queries	\$0.00108 per signaling message
Transport (ABS queries)	\$0.00108 per signaling message
Toll Free Calling Databases	
DB800 Queries	\$0.00108 per signaling message

Dark Fiber	
Burled Fiber, per fiber, per foot	need cost study
Underground Fiber, per fiber, per foot	need cost study

Operator Services All service types - per line per month

\$0.289

Summary of PSC Modified Non-Recurring Costs For GTE of the Midwest Inc.

	Non-Recurring
Unbundled Element	Charge
Local Loop	\$29.18
Switch Port	\$15.77

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Attachment 4 to Appendix 49A Amendment to Certain Rates, Terms and Conditions AT&T Arbitrated Agreement Reciprocal Compensation Missouri

<u>Scope.</u>

This Appendix prescribes the methods and means for reciprocal compensation of interconnect traffic between GTE's and AT&T's networks as well as transiting traffic between AT&T and third party LECs or ILECs.

Interconnecting Local Traffic.

On each three (3) month anniversary of the Interconnection Activation Date in a Market Area, the Parties will review the minutes of usage for interconnect traffic for the prior quarter. If the minutes of usage imbalance for interconnect traffic for that period is less than ten (10%) percent, neither Party shall charge the other for services provided under this Appendix. If an imbalance is greater than ten (10%) percent, then the appropriate party may bill the other using the rates discussed in this Appendix. In the event of a disagreement regarding reciprocal compensation billing, either Party may invoke the dispute resolution procedures of Attachment 1.

Transiting Traffic.

AT&T shall pay to GTE a Transiting Service Charge for the use of its Tandem Switching as described in Annex 1 to this Appendix 4.

Information Services Traffic.

The Information Services Billing and Collection Charge is set forth in Annex 1 to this Appendix.

BLV/BLVI Traffic.

Each party shall charge the other for BLV/BLVI Services on a bill and keep basis.

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Attachment 4 to Appendix 49A Amendment to Certain Rates, Terms and Conditions AT&T Arbitrated Agreement Prices for Reciprocal Compensation Missouri

Dedicated transport	-	GTE Interstate Dedicated Switched Direct Trunked Transport Rate
Common transport	-	GTE Interstate Direct Trunked Interstate Tandem Switched Transport Rate
End Office Switching -		\$0.002591 GTE Interstate End Office Switching Rate

Transiting Service Charge

To be determined

Effective Interstate Tandem Switching Rates + Effective Interstate Transport Access Rates

Information Services Billing and Collection Charge

[To be provided following review of GTE cost data]

Attachment 5 to Appendix 49A Amendment to Certain Rates, Terms and Conditions AT&T Arbitrated Agreement Prices for Local Number Portability Missouri

There will be no charge for number portability provided by one Party for the other. Recovery of the costs of implementing interim number portability will be made in a competitively neutral manner, based on further study and order by the Commission.

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Attachment 6 to Appendix 49A Amendment to Certain Rates, Terms and Conditions AT&T Arbitrated Agreement Prices for Trunking Interconnection Missouri

Dedicated Transport Rates

AT&T furnished Dedicated Transport

Effective Interstate Access Rates

GTE Dedicated Transport

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Effective Interstate Access Rates

APPENDIX 498 AMENDMENT OF CERTAIN RATES, TERMS AND CONDITIONS GTE TERMS

Pursuant to Article III, Section 49 of this Agreement, the following terms shall be applied in place of the terms in Appendix 49A (AT&T Terms) in the event the terms from the selected arbitrated agreement are deemed to be unlawful, or are stayed or enjoined by a court or commission of competent jurisdiction.

The Interconnection Rates in Appendix A will apply.

The Interim Number Portability Rates in Appendix B will apply.

The Resale Discount in Appendix C will apply.

The Unbundled Network Element rates in Appendix D will apply.

The Resale terms in Article VI will apply.

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