

2. SWBT will provide to CLEC at CLEC's request, virtual collocation at the same rates, terms, and conditions as FCC 73, Section 25.
 3. SWBT will provide to CLEC, at CLEC's request, physical collocation under the same terms and conditions available to similarly situated carriers at the time of such request.
 4. SWBT will provide to CLEC, at CLEC's request, SONET Based Interconnection ("SBI") whereby CLEC would provide fiber cable to SWBT for connection to SWBT-designated basic transmission equipment located in the DCO at the DCO and dedicated solely for CLEC's use. SWBT would own and maintain the basic transmission equipment. For ease of drafting, this option shall be offered under terms and conditions which are consistent with SWBT's SBI tariff.
 5. Other interconnection methods as may be negotiated.
- C. In addition, the Parties agree to follow the interconnection and trunking requirements listed in Appendix ITR, which is attached hereto and made a part hereof.
- D. The Parties shall identify the V&H coordinates for each NIP. Appendix DCO which identifies the specific interconnection points agreed upon by the Parties is attached hereto and incorporated herein by reference.
- E. To the extent a Party provides only one switching facility in an exchange, such facility shall be treated as an end office for compensation purposes.
- F. OTHER OBLIGATIONS OF CLEC
1. Compensation Between CLEC and Third Parties

CLEC acknowledges that it has the responsibility to make such compensation arrangements as may be necessary with third-parties where traffic originated on CLEC's network is destined to a third-party's network. CLEC agrees to indemnify and hold harmless SWBT with respect to any claims or damages arising from any dispute between CLEC and a third-party concerning compensation for the termination of CLEC's traffic on such third-party's network. CLEC further agrees to take all reasonable steps to avoid situations where a third-party would block termination of CLEC's originating traffic which traverses SWBT's network.

For the purposes of establishing service and providing efficient and consolidated billing to CLEC, CLEC is required to provide SWBT its authorized and nationally recognized Operating Company Number (OCN).

2. Special Service Arrangements

For special service arrangements not covered under this Agreement, special charges shall apply as provided in the applicable state General Exchange Tariff or the interstate Access Services tariff.

3. Special Construction

If CLEC's request for service requires construction of special facilities, special construction charges shall apply as provided in the applicable state General Exchange Tariff or the interstate Access Service tariff.

APPENDIX ITR

The rates, terms and conditions set forth in this Attachment/Appendix were adopted pursuant to Section 52 of this Agreement from an Interconnection Agreement between Brooks Fiber Communications of Missouri, Inc., and SWBT signed February 10, 1997, which ran for a stated term continuing through December 31, 1998. This Attachment/Appendix shall continue without interruption, except as otherwise provided by law, the Brooks Agreement or this Agreement, until: (a) a new interconnection agreement becomes effective between Alltel or Brooks and SWBT, or (b) the Missouri PSC determines that interconnection shall be by tariff rather than contract and both SWBT and Alltel have in place effective interconnection tariffs. By mutual agreement, SWBT and Alltel ("CLEC" or "LSP") may amend this Agreement to modify the term of this Attachment/Appendix.

This Appendix provides descriptions of the trunking requirements for LSPs to interconnect with SWBT. The attached scenarios depict the recommended trunk groups for message network, E911 and Operator Services interconnection. All references to incoming and outgoing trunk groups are from the perspective of the LSP.

A. Trunking Requirements:

1. Local Traffic and IntraLATA Interexchange (Toll) Traffic:

When there are separate SWBT access and local tandems in an exchange, a separate local trunk group shall be provided to the local tandem and a separate intraLATA toll trunk group shall be provided to the access tandem. When SWBT has a combined local and access tandem in an exchange, intraLATA toll traffic may be combined with the local traffic on the same trunk group. When an LSP interconnects directly to a SWBT end office, local traffic may be terminated over a direct trunk group to the SWBT end office; however, intraLATA toll traffic shall be provided over a separate trunk group to the SWBT access tandem. This trunk group(s) will utilize either Multifrequency (MF) or Signaling System 7 (SS7) protocol signaling.

These trunk groups shall be two-way operation, carrying the CLEC terminating traffic (SWBT to CLEC) in addition to SWBT terminating (CLEC to SWBT) traffic, provided Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to below and section F of this Appendix. If an end point facility interconnection arrangement is in effect, this two-way group will be implemented in two segments. A Primary High Usage (PH) group will be established on the SWBT facilities and an Alternate Final (AF) group on the CLEC facilities. Engineering of these two groups shall result in approximately equally sized groups. When a meet point facility arrangement is used, a single

two-way group will be established. For administrative consistency the CLEC will have control for the purpose of issuing ASRs on two-way groups. SWBT will use the Trunk Group Service Request (TGSR), as described in section F of this appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

Two way trunking is conditional on both parties agreeing to a timeline for implementation of an exchange of traffic data and implementing such an exchange within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. Parties agree to exchange traffic data using the Data Interexchange Carrier (DIXC) process via a Network Data Mover (NDM) or FTP computer to computer file transfer interface as defined in Section F of this appendix. Refer to Section F for further discussion of data exchange arrangements. In the event that parties have not agreed to a timeline for implementation of an exchange of traffic data, interconnection trunks will be provided on a one-way basis until such time as the parties reach agreement on a timeline. Unless agreed upon by both parties, one-way arrangements shall not exceed one year. Where one-way arrangements have been in place for one year or longer and no agreement for a timeline for exchange of data, SWBT may at its sole option discontinue the interconnection arrangements described herein. Two-way trunking will be jointly provisioned and maintained. For administrative consistency the CLEC will have control for the purpose of issuing ASRs on two-way groups. SWBT will use the Trunk Group Service Request (TGSR), as described in section E of this appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

Conversion from one-way trunking to two-way trunking shall be undertaken on a project basis. Mutually agreed upon strategies will be developed during conversion process negotiation.

See Trunk Group Scenarios attached.

2. InterLATA Interexchange Traffic:

InterLATA traffic shall be transported to the SWBT access tandem over a separate trunk group from local and intraLATA toll traffic. This trunk group shall be two-way and Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to in section F of this Appendix. This trunk group will utilize either MF or SS7 protocol signaling.

3. IntraLATA 800:

A separate trunk group from the LSP to SWBT will be required for IntraLATA 800 service if the LSP chooses to handle the 800 database queries from its switch location. The purpose of the separate trunk group is to provide for the segregation of LSP originating 800 IntraLATA call volumes to ensure the proper billing of intercompany settlement compensation.

The trunk group shall be set up as one-way outgoing only and may utilize either MF or SS7 protocol signaling.

When the LSP chooses SWBT to handle the 800 database queries from their switch location, all LSP originating 800 service queries will be routed over the InterLATA Interexchange Carrier trunk group. This traffic will include a combination of both InterLATA Interexchange Carrier 800 service and IntraLATA LEC 800 service that will be identified and segregated by carrier through the database query handled through the SWBT tandem switch.

4. E911:

A segregated trunk group will be required to each appropriate E911 tandem within the exchange in which the LSP offers Exchange Service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF signaling.

5. Mass Calling (Public Response Choke Network):

A segregated trunk group shall be required to the designated Public Response Choke Network tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. It is recommended that this group be sized as follows:

<15001 access lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
>75000 AC	6 trunks (max)

B. Operator Services:

1. No Operator Contract:

Inward Operator Assistance (Call Code 121) - LSP may choose from two interconnection options for Inward Operator Assistance as follows:

Option 1 - Interexchange Carrier (IXC) Interface

The LSP may utilize the Interexchange Carrier Network (see Scenario 6). The LSP operator will route its calls requiring inward operator assistance through its designated IXC POP to SWBT's TOPS tandem. SWBT shall route its calls requiring inward operator assistance to the LSP's Designated Operator Switch (TTC) through the designated IXC POP.

Option 2 - LSP Operator Switch

The LSP reports its switch as the designated serving operator switch (TTC) for its NPA-NXXs and requests SWBT to route its calls requiring inward operator assistance to LSP's switch. This option requires a segregated one-way (with MF signaling) trunk group from SWBT's Access Tandem to the LSP switch. The LSP's operator will route its calls requiring inward operator assistance to SWBT's operator over an IXC network. Two-way trunking on the OA group is not recommended.

2. Operator Contract with SWBT:

a. Directory Assistance (DA):

The LSP may contract for DA services only. A segregated trunk group for these services would be required to SWBT's TOPS tandem. This trunk group is set up as one-way outgoing only and utilizes MF and Operator Services signaling.

b. Directory Assistance Call Completion (DACC):

The LSP contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to SWBT's TOPS tandem. This trunk group is set up as one way outgoing only and utilizes MF signaling.

c. Busy Line Verification:

When SWBT's operator is under contract to verify the LSP's end user loop, SWBT will utilize a segregated one-way with MF signaling trunk group from SWBT's Access Tandem to the LSP switch.

d. Operator Assistance (0+, 0-):

This service requires a one-way trunk group from the LSP switch to SWBT's TOPS tandem. Two types of trunk groups may be utilized. Traffic use code and modifier will be determined based on Traffic Types Transported (0-, 0+, DA, DACC). MF and Operator Services signaling will be required on the trunk group.

C. Trunk Design Blocking Criteria:

Trunk forecasting and servicing for the local and intraLATA toll trunk groups shall be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads (1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available). Listed below are the trunk group types and their objectives:

<u>Trunk Group Type</u>	<u>Blocking Objective (Neal Wilkinson M)</u>
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange	1%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	0.5%
InterLATA Direct	1%
InterLATA Tandem	0.5%

D. Forecasting/Servicing Responsibilities:

SWBT and the CLEC shall be jointly responsible for forecasting and servicing two-way trunk groups. SWBT shall be responsible for forecasting and servicing the trunk groups terminating to the LSP. The LSP shall be responsible for forecasting and servicing the trunk groups terminating to SWBT end users and/or to be used for tandem transit to other provider's networks, operator services and DA service, and interLATA toll service, unless otherwise specified in this appendix. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (BELLCORE) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications. This document may be purchased by contacting BELLCORE at 1-800-521-2673.

Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts are to be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SWBT General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in Bell Communications Research, Inc. (BELLCORE) documents BR795-100-100 and BR795-400-10 respectively. Inquiries pertaining to use of BELLCORE Common Language Standards and document availability should be directed to BELLCORE at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

E. Trunk Servicing:

Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").

All Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Should a Party identify a need for change on trunk groups for which the other Party has administrative control, that Party shall submit a Trunk Group Servicing Request (TGSR) to the Control Party. If agreeable, the Party with administrative control will respond by issuing an ASR within 10 days of receipt. If the control Party does not agree, the control Party will initiate a joint planning discussion within 10 days. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. BELLCORE Special Report STS000316 describes the format and use of the TGSR. Contact BELLCORE at 1-800-521-2673 regarding the documentation availability and use of this form. The Party receiving an ASR will issue a Firm Order Confirmation (FOC) and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within five (5) business days after receipt of the ASR.

F. Servicing Objective/Data Exchange:

Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) days is the study period duration objective. However, a study period on occasion may be less than twenty (20) days but at minimum must be at least three (3) days to be utilized for engineering purposes, although with less statistical confidence.

Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Therefore, as a condition for the establishment or conversion to two-way trunking, Parties must have agreed to a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. Parties agree to utilize the SWBT Trunk Group Serial Number (TGSN) (also referred to as the Two Six Code [TSC] on the ASR) as a common identifier for each trunk group in the exchanged data base records. Other data elements, in addition to the TSC, such as common language codes of the end offices, start dates and times of the collection period, etc. shall also be exchanged. Exchange of data on one-way groups is optional.

G. Trunk Facility Under Utilization:

At least once a year both parties will exchange trunk group measurement reports (as detailed in Section D) for trunk groups terminating to the other Party's network to determine whether there is excess trunk group capacity. Each Party will determine the required trunks for each of the other Party's trunk groups for the previous 12 months. The required trunks will be based on the objective blocking criteria included in Section C and time consistent average busy hour usage measurements from the highest four consecutive week (20 business day) study. Excess capacity exists when a trunk group, on a modular trunk group design basis, has 48 trunks. Trunk groups with excess capacity will be identified and communicated to the other party as candidates for downsizing. If excess capacity is found to exist, and a Party with excess capacity on a trunk group wishes to retain the current trunk group size or increase it, the Party agrees to compensate the other Party if during the next 12 month period, the trunk group continues to have excess capacity. The Party agrees to a rate of \$5,000 per year, per modular trunk design digroup (24 trunks), over the required trunks (plus 10% allowable spare expressed on modular trunk design basis).

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APPENDIX ITR -SCENARIO 1

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WITHOUT DIRECT END OFFICE TRUNKING

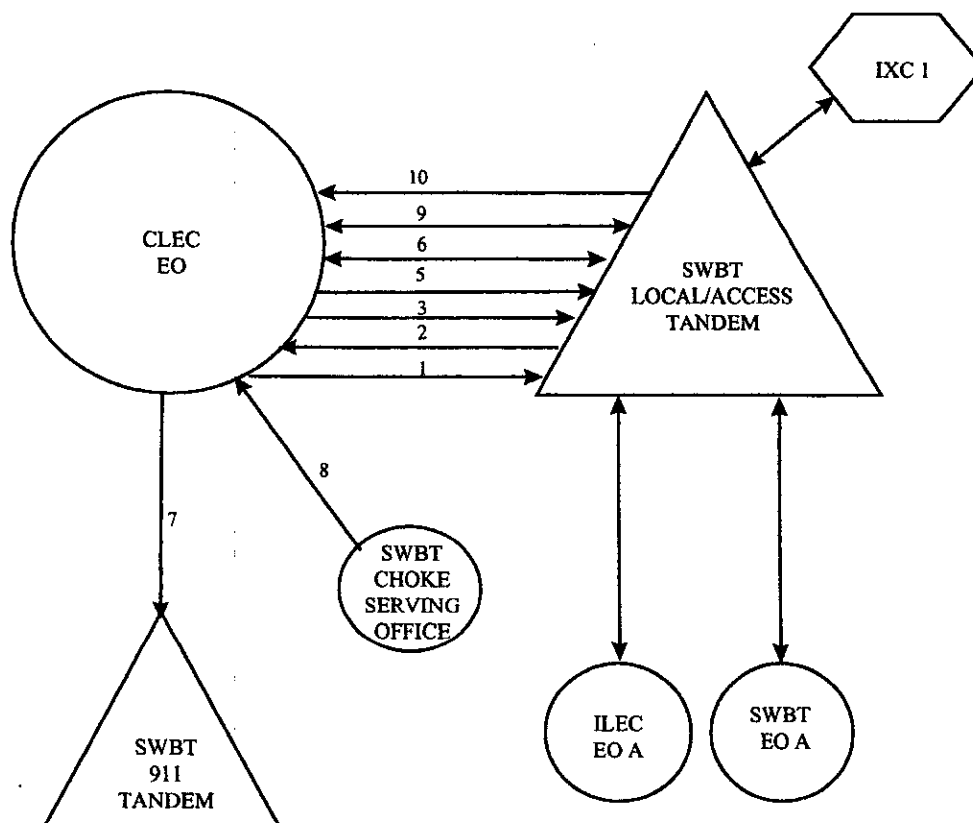


CHART #	TRAFFIC USE	CODE	MODIFIER	DESCRIPTION
1	DD	J		INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J		INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ		MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4				(DD800 deleted this version)
5	MD	J		INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J		INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J		EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ		TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 3)
9	DT	J		INTRALATA AND LOCAL 2-WAY (MF OR SS7 SIGNALING)(NOTE 4)
10	TC	CRJ		TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 5)

NOTE 1: (Deleted this version)

NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D

NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.

NOTE 4: Required in lieu of #1 and #2 for two-way trunking

NOTE 5: Required when CLEC establishes new choke NXX

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APPENDIX ITR -SCENARIO 2
SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM
WITH DIRECT END OFFICE TRUNKING

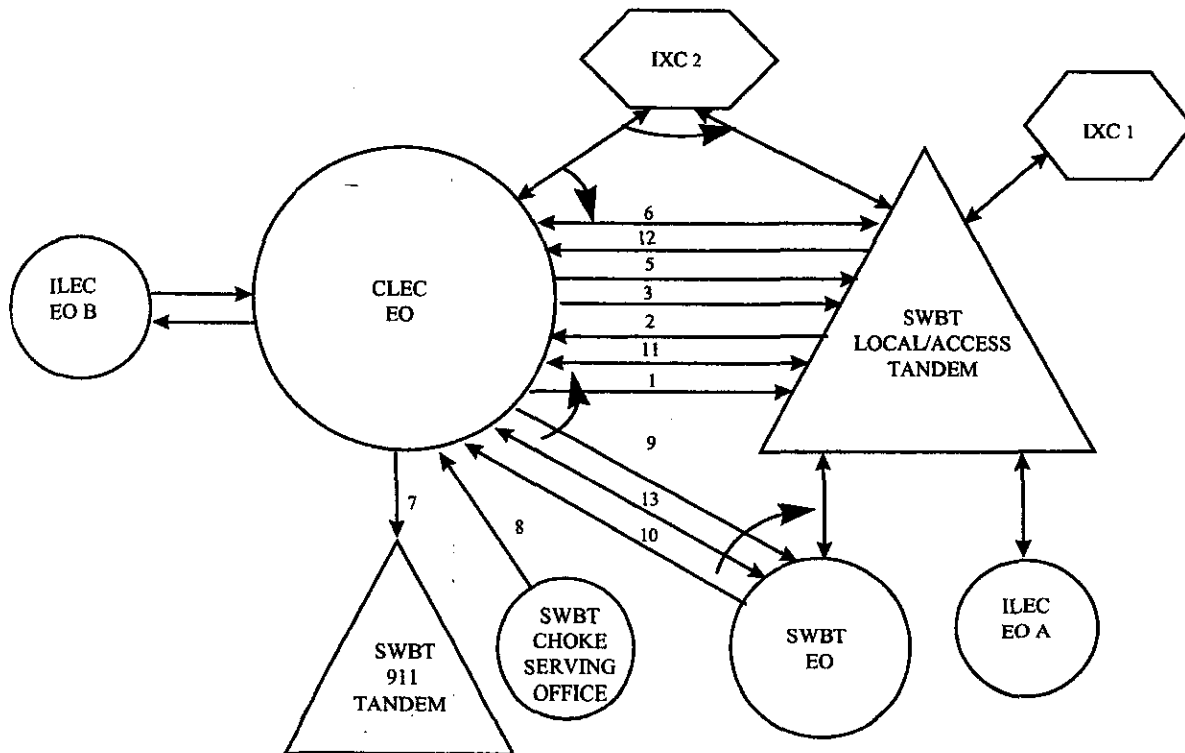


CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J	EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ	TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 3)
9 & 10	IE	J	TERMINATING IN END OFFICE ONLY (MF OR SS7 SIGNALING) (NOTE 4)
11	DT	J	INTRALATA AND LOCAL 2-WAY (MF OR SS7 SIGNALING) (NOTE 5)
12	TC	CRJ	TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 6)
13	TE	J	TERMINATING IN END OFFICE ONLY (MF OR SS7) (NOTE4)(NOTE 7)

NOTE 1: (Deleted this version)

NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D

NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.

NOTE 4: May terminate IntraLATA Toll calls provided inter-company compensation agreements executed.

NOTE 5: Required in lieu of #1 and #2, for two-way trunking.

NOTE 6: Required when CLEC establishes new choke NXX

NOTE 7: Required in lieu of #9 and #10, for two-way trunking.

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APPENDIX ITR -SCENARIO 3
SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEM
WITHOUT DIRECT END OFFICE TRUNKING

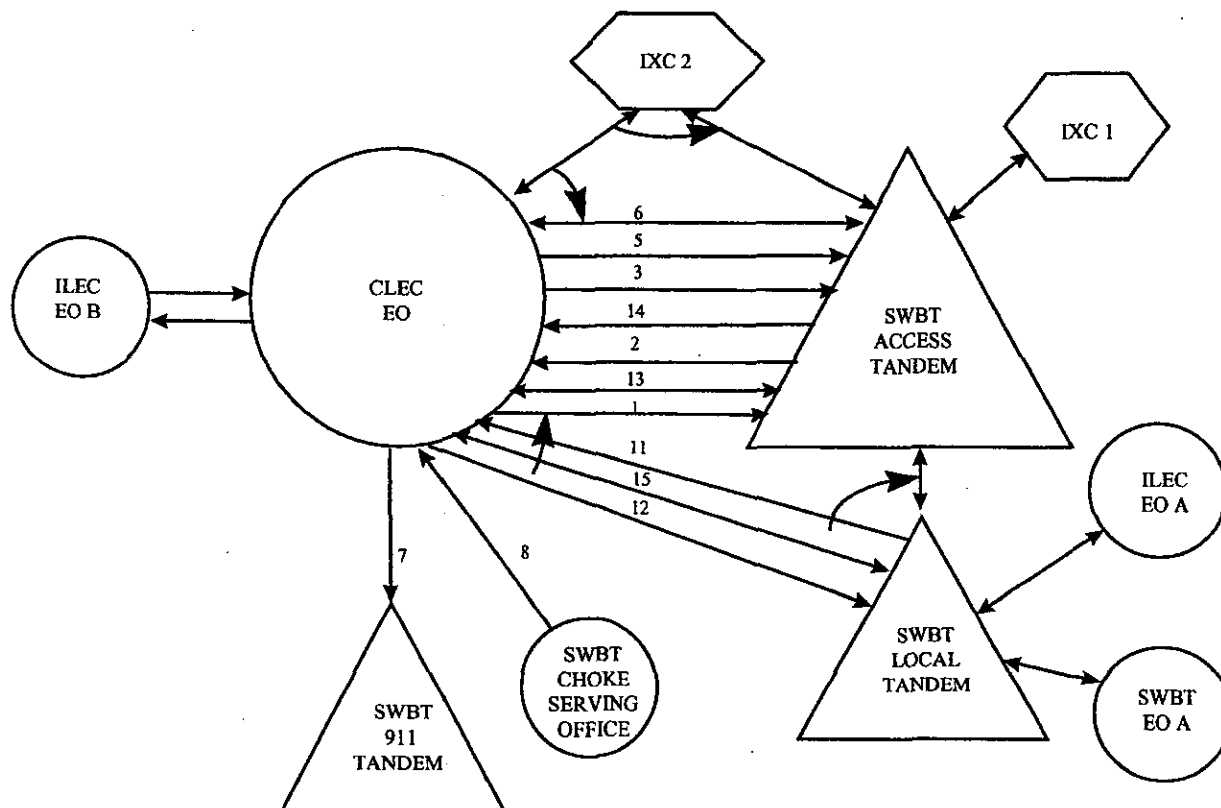


CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKING TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J	EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ	CHOKED TRUNKS (MF OR SS7 SIGNALING) (NOTE3)
11	TG	J	TERMINATING IN END OFFICE ONLY(MF OR SS7 SIGNALING)(NOTE 4)
12	TO	J	TERMINATING IN END OFFICE ONLY(MF OR SS7 SIGNALING)(NOTE 4)
13	DT	J	INTRALATA AND LOCAL TWO-WAY (MF OR SS7 SIGNALING)(NOTE 5)
14	TC	CRJ	TRUNKING TO DELIVER CHOKED TRAFFIC (MF OR SS7)(NOTE 6)
15	OG	J	TERMINATING IN END OFFICE ONLY TWO-WAY(MF OR SS7)(NOTE4&7)

NOTE 1: (Deleted this version)

NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D

NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.

NOTE 4: May terminate IntraLATA Toll calls provided inter-company compensation agreements executed.

NOTE 5: Required in lieu of #1 and #2 for two-way trunking.

NOTE 6: Required when CLEC establishes new choke NXX

NOTE 7: Required in lieu of #11 and #12 for two way trunking

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**APPENDIX ITR -SCENARIO 4
SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEM
WITH DIRECT END OFFICE TRUNKING**

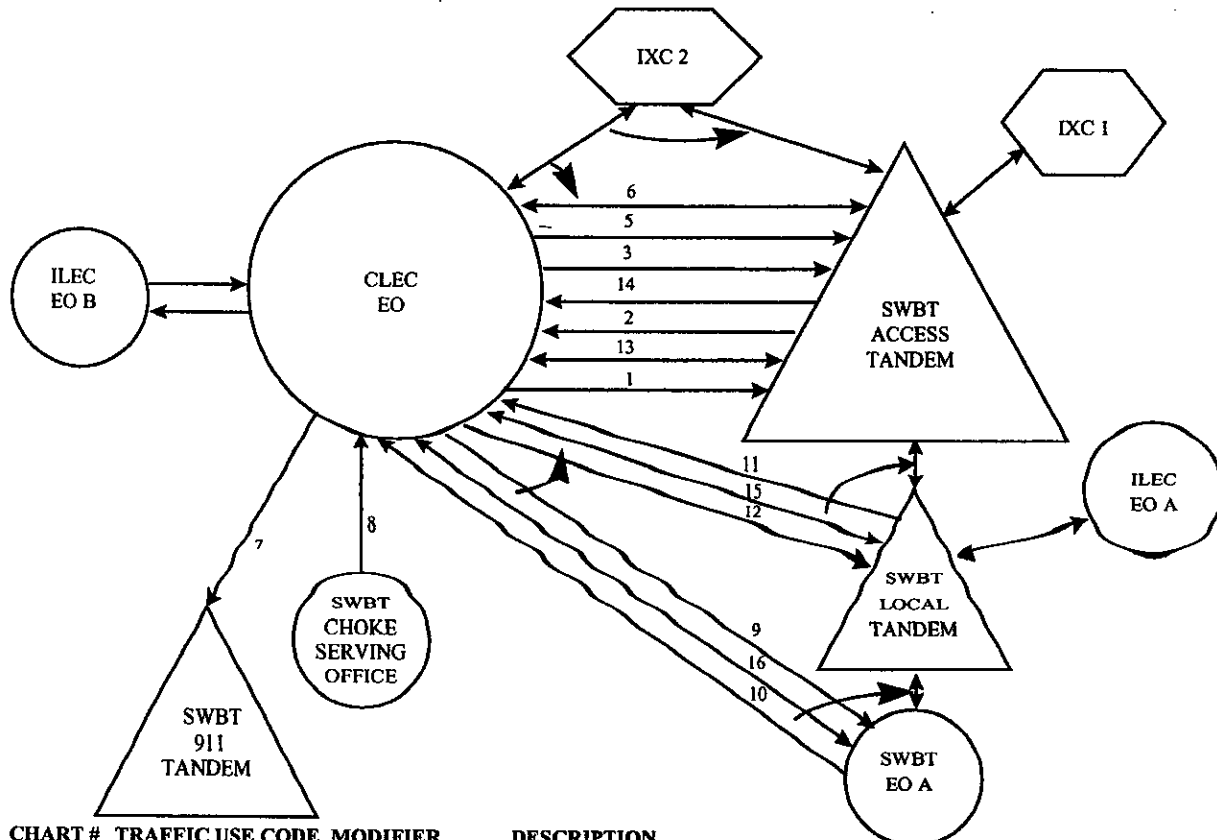


CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA ONLY (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA ONLY (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J	EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ	CHOKED TRUNKS (MF OR SS7 SIGNALING) (NOTE3)
9 & 10	IE	J	TERMINATING IN END OFFICE ONLY(MF OR SS7)(NOTE 4)
11	TG	J	TERMINATING IN END OFFICE ONLY(MF OR SS7 SIGNALING)(NOTE 4)
12	TO	J	TERMINATING IN END OFFICE ONLY(MF OR SS7 SIGNALING)(NOTE 4)
13	DT	J	INTRALATA AND LOCAL TWO-WAY (MF OR SS7 SIGNALING)(NOTE 5)
14	TC	CRJ	TRUNKING TO DELIVER CHOKED TRAFFIC (MF OR SS7)(NOTE 6)
15	OG	J	TERMINATING IN END OFFICE ONLY TWO-WAY (MF OR SS7) (NOTE4&7)
16	IE	J	TERMINATING IN END OFFICE ONLY TWO-WAY (MF OR SS7) (NOTE4&8)

NOTE 1: (Deleted this version)

NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D

NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.

NOTE 4: May terminate IntraLATA Toll calls provided inter-company compensation agreements executed.

NOTE 5: Required in lieu of #1 and #2 for two-way trunking.

NOTE 6: Required when CLEC establishes new choke NXX.

NOTE 7: Required in lieu of #11 and #12 for two way trunking

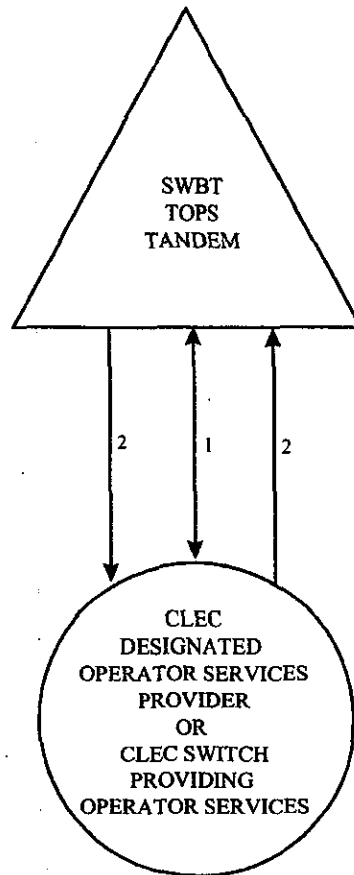
NOTE 8: Required in lieu of #9 and #10 for two way trunking

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APPENDIX ITR -SCENARIO 5

SINGLE RATE AREA - SWBT IS NOT THE OPERATOR SERVICES PROVIDER

121 INWARD OPERATOR ASSISTANCE



<u>CHART #</u>	<u>TRAFFIC USE CODE</u>	<u>MODIFIER</u>	<u>DESCRIPTION</u>
1	OA	J	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)(NOTE 1)
2	OA	J	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)(NOTE 2)

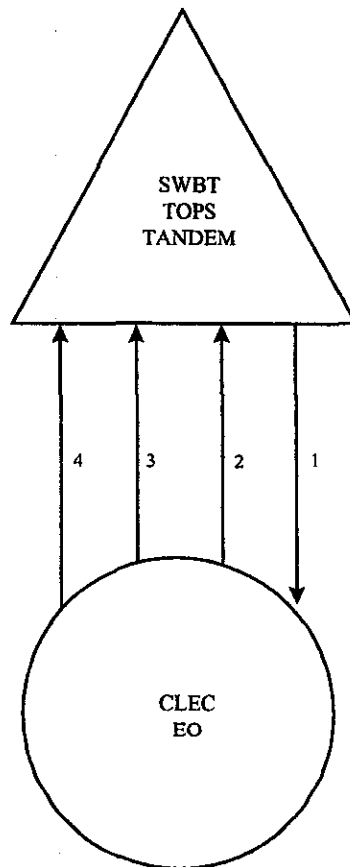
NOTE 1: Two-Way trunking is preferred interconnection arrangement

NOTE 2: One Way trunking may provided at the request of the CLEC in lieu of two way trunking

J0123

APPENDIX ITR -SCENARIO 6

SINGLE RATE AREA - SWBT PROVIDES OPERATOR SERVICES FOR CLEC



<u>CHART #</u>	<u>TRAFFIC USE CODE</u>	<u>MODIFIER</u>	<u>DESCRIPTION</u>
1	VR	J	BUSYLINE VERIFICATION (MF, OPERATOR SVCS SIGNALING)
2	DACC	J	DIRECTORY ASSISTANCE /DIR. ASSISTANCE CALL COMPLETION (MF SIGNALING, OPERATOR SERVICES SIGNALING)
3	ETCM2	J	0-, 0+, COMBINED COIN & NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)
4	ETCMF	J	0-, 0+, DA, DACC COMBINED COIN AND NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties. These include, but are not limited to: MidSpan Fiber Interconnection (MSFI); Virtual Collocation Interconnection; SONET Based Interconnection; Physical Collocation Interconnection; and leasing of SWBT facilities.

1.0 Mid-Span Fiber Interconnection (MSFI)

Mid-Span Fiber Interconnection (MSFI) between Southwestern Bell Telephone (SWBT) and ALLTEL can occur at any mutually agreeable, economically and technically feasible point between ALLTEL's premises and a SWBT tandem or end office. This interconnection will be on a point-to-point SONET system over single mode fiber optic cable.

MSFI may be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture.

1.1 There are two basic mid-span interconnection designs:

1.1.1 Design One: ALLTEL's fiber cable and SWBT's fiber cable are connected at an economically and technically feasible point between the ALLTEL location and the last entrance manhole at the SWBT central office.

1.1.1.1 The Parties may agree to a location with access to an existing SWBT fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the SWBT building, even though the ALLTEL fiber may be physically terminated on a fiber termination panel inside of a SWBT building. In this instance, ALLTEL will not incur fiber termination charges and SWBT will be responsible for connecting the cable to the SWBT facility.

1.1.1.2 The Parties may agree to a location with access to an existing ALLTEL fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the ALLTEL building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside of an ALLTEL building. In this instance, SWBT will not incur fiber termination charges and ALLTEL will be responsible for connecting the cable to the ALLTEL facility.

1.1.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, ALLTEL and SWBT shall mutually determine provision of a fiber termination panel housed in an outside, above ground cabinet placed at the physical POI. Ownership and the cost of provisioning the panel will be negotiated between the two parties.

- 1.1.2 Design Two: ALLTEL will provide fiber cable to the last entrance manhole at the SWBT tandem or end office switch with which ALLTEL wishes to interconnect. ALLTEL will provide a sufficient length of fiber optic cable for SWBT to pull the fiber cable to the SWBT cable vault for termination on the SWBT Fiber Distribution Frame (FDF). In this case the POI shall be at the manhole location.
- 1.1.2.1 Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party's FOT.
- 1.2 The Parties will mutually agree upon the precise terms of each mid-span interconnection facility. These terms will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.
- 1.3 The ALLTEL location includes FOTs, multiplexing and fiber required to take the optical signal handoff from SWBT for interconnection trunking as outlined in Appendix ITR.
- 1.4 The fiber connection point may occur at several locations:
 - 1.4.1 a location with an existing SWBT fiber termination panel. In this situation, the POI shall be outside the SWBT building which houses the fiber termination panel;
 - 1.4.2 a location with access to an existing ALLTEL fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the ALLTEL building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside of an ALLTEL building;
 - 1.4.3 a location with no existing SWBT fiber termination panel. In this situation, SWBT and ALLTEL will negotiate provisioning, maintenance and ownership of a fiber termination panel and above ground outside cabinet as a POI and for connection of the fiber cables;
 - 1.4.4 a manhole outside of the SWBT central office. In this situation, ALLTEL will provide sufficient fiber optic cable for SWBT to pull the cable into the SWBT cable vault for termination on the SWBT FDF. The POI will be at the manhole and SWBT will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.
- 1.5 The SWBT tandem or end office switch includes all SWBT FOT, multiplexing and fiber required to take the optical signal hand-off provided from ALLTEL for interconnection trunking as outlined in Appendix ITR. This location is SWBT's responsibility to provision and maintain.

- 1.6 In both designs, ALLTEL and SWBT will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain trunks and interLATA traffic. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by ALLTEL and SWBT.

2.0 Avoidance of Over-Provisioning

Underutilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires and results in unnecessary costs for SONET systems. To avoid over-provisioning, the Parties will agree to joint facility growth planning as detailed below.

3.0 Joint Facility Growth Planning

- 3.1 The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.
- 3.2 Criteria:
 - 3.2.1 Investment is to be minimized;
 - 3.2.2 Facilities are to be deployed in a "just in time" fashion.
- 3.3 Processes:
 - 3.3.1 discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 90% capacity;
 - 3.3.2 both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 90%, the growth planning process will be suspended and will not be reinitiated until a 90% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts;

- 3.3.3 if based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;
- 3.3.4 if the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the next larger system may be deployed. In the case of a SONET system, the OC-3 system could be upgraded to an OC-12. If the forecast does not justify a move to the next larger system, another minimal size system (such as on OC-3) could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers;
- 3.3.5 both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment;
- 3.3.6 the joint planning process/negotiations should be completed within two months of identification of 90% fill.

4.0 Virtual Collocation Interconnection

The description of Virtual Collocation Interconnection is contained in SWBT's Virtual Collocation tariffs (i.e., SWBT's Tariff F.C.C. No. 73).

5.0 SONET-Based Interconnection

The description of SONET-Based Interconnection is contained in SWBT's SONET-Based Interconnection tariffs (i.e., SWBT's Tariff F.C.C. No. 73).

6.0 Physical Collocation Interconnection

The terms and conditions governing Physical Collocation Interconnection are contained in Appendix Collocation to Attachment 13: Ancillary Functions of this Agreement.

7.0 Leasing of SWBT's Facilities

ALLTEL's leasing of SWBT's facilities for purposes of Attachment 11: Network Interconnection Architecture will be subject to the mutual agreement of the Parties. ALLTEL will have the option to lease interconnection facilities at an amount equal to the rates found in Appendix Pricing UNE - Schedule of Prices.

APPENDIX SS7 INTERCONNECTION

1.0 Introduction

- 1.1 For the purposes of signaling for the exchange of traffic under this Agreement between the Parties' networks, within each LATA the Parties will connect their signaling networks in accordance with the technical terms of Section 9 of Attachment 6: Unbundled Network Elements.

APPENDIX DCO

APPENDIX DCO

The rates, terms and conditions set forth in this Attachment/Appendix were adopted pursuant to Section 52 of this Agreement from an Interconnection Agreement between Brooks Fiber Communications of Missouri, Inc., and SWBT signed February 10, 1997, which ran for a stated term continuing through December 31, 1998. This Attachment/Appendix shall continue without interruption, except as otherwise provided by law, the Brooks Agreement or this Agreement, until: (a) a new interconnection agreement becomes effective between Alltel or Brooks and SWBT, or (b) the Missouri PSC determines that interconnection shall be by tariff rather than contract and both SWBT and Alltel have in place effective interconnection tariffs. By mutual agreement, SWBT and Alltel ("CLEC" or "LSP") may amend this Agreement to modify the term of this Attachment/Appendix.

INTERCONNECTION SCHEDULE

Metropolitan Exchange Area	Direction ¹	ALLTEL Interconnection Wire Center (UIWC) ²	SWBT Interconnection Wire Center (SIWC) ³	NIP ⁴	Electrical Handoff Rate
ST. LOUIS MO	ALLTEL TO SWBT / SWBT TO ALLTEL INTRALATA, INTERLATA, LOCAL, TOPS				
	ALLTEL TO SWBT / SWBT TO ALLTEL 911				
KANSAS CITY MO	ALLTEL TO SWBT / SWBT TO ALLTEL INTRALATA, INTERLATA, LOCAL, TOPS				
	ALLTEL TO SWBT / SWBT TO ALLTEL 911				
SPRINGFIELD	ALLTEL TO SWBT / SWBT TO ALLTEL INTRALATA, INTERLATA, LOCAL, TOPS				
	ALLTEL TO SWBT / SWBT TO ALLTEL 911				

¹This column will be completed by indicating the direction of the terminating traffic (e.g., either ALLTEL to SWBT or SWBT to ALLTEL.

²ALLTEL INTERCONNECTION WIRE CENTER (UIWC) - The address of the ALLTEL location that will house the interconnection equipment and through which SWBT will terminate traffic on ALLTEL's network.

³SWBT INTERCONNECTION WIRE CENTER (SIWC) - The address of the SWBT end office or tandem through which ALLTEL will terminate traffic on SWBT's network.

⁴NETWORK INTERCONNECTION POINT (NIP) - The NIP is the location where SWBT and ALLTEL facilities connect. The NIP will be identified by address and V&H Coordinates. The NIP for traffic going from ALLTEL to SWBT and going from SWBT to ALLTEL could be different. Where the physical interface occurs at a SWBT end office or tandem, the NIP shall be located at the SIWC. Where the physical interface occurs at the ALLTEL location, the NIP for that interconnection shall be located at the ALLTEL location.

ATTACHMENT 12: COMPENSATION

The rates, terms and conditions set forth in this Attachment/Appendix were adopted pursuant to Section 52 of this Agreement from an Interconnection Agreement between Brooks Fiber Communications of Missouri, Inc., and SWBT signed February 10, 1997, which ran for a stated term continuing through December 31, 1998. This Attachment/Appendix shall continue without interruption, except as otherwise provided by law, the Brooks Agreement or this Agreement, until: (a) a new interconnection agreement becomes effective between BroadSpan or Brooks and SWBT, or (b) the Missouri PSC determines that interconnection shall be by tariff rather than contract and both SWBT and BroadSpan have in place effective interconnection tariffs. By mutual agreement, SWBT and BroadSpan ("CLEC" or "LSP") may amend this Agreement to modify the term of this Attachment/Appendix.

I. COMPENSATION FOR DELIVERY OF TRAFFIC

For purposes of compensation under this Agreement, the telecommunications traffic traded between the Parties shall be classified as either Local Traffic, Transit Traffic, Optional Area Traffic (OCA), IntraLATA Interexchange traffic, or InterLATA Interexchange. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling scope(s) for purposes of its provision of telecommunications service to its end users.

Calls originated by one Party's end users and terminated to the other Party's end users shall be classified as "Local Traffic" under this Agreement if the call: (i) originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT exchanges which share a common mandatory local calling area. Calls not classified as local under this Agreement shall be treated as interexchange for intercompany compensation purposes.

Intercompany compensation for Feature Group A traffic is described in Appendix FGA, which is attached hereto and incorporated herein by reference.

The Parties agree that they shall include the originating calling number in the information they transmit with each call being terminated on the other's network, so that correct jurisdiction of the call can be made under this section for the purpose of intercompany compensation. The type of originating calling number transmitted is dependent upon the protocol of the trunk signaling utilized for interconnection. Traditional toll protocol is used with Multi-frequency (MF) signaling and Automatic Number Identification (ANI) is sent from the end office switch towards the tandem switch. Signaling System Seven (SS7) protocol utilizes Calling Party Number (CPN) to identify the originating calling number. The CPN is defined by the originating switch to be the billing number. In some cases (i.e., call forwarding) this may not be the actual originating calling number.

If the percentage of calls passed with CPN is greater than ninety (90) percent, all calls exchanged without CPN information will be billed as either Local Traffic, OCA Traffic or intraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety (90) percent, all calls passed without CPN will be billed as switched access. Where one Party is passing CPN, but the other Party is not properly receiving information, the Parties will cooperate to rate the traffic correctly.

Intercompany compensation records for calls hereunder shall be subject to the verification procedures set forth in Section 31.0 (General Terms and Conditions). Compensation for all calls shall be paid regardless of a Party's ability to collect charges from its end user for such call or calls. Subject to the foregoing principles, the following compensation terms and conditions apply:

Subject to the foregoing principles, the following compensation terms and conditions shall apply:

A. Reciprocal Compensation for Termination of Local Traffic

1. Applicability of Rates:

- a. The rates, terms, and conditions in this subsection A apply only to the termination of Local Traffic, except as explicitly noted.
- b. CLEC agrees to compensate SWBT for the termination of CLEC Local Traffic originated by CLEC end users in the SWBT exchanges described in Appendix DCO and terminating to SWBT end users located within those exchanges referenced therein. SWBT agrees to compensate CLEC for the termination of SWBT Local Traffic originated by SWBT end users in the SWBT exchanges described in Appendix DCO and terminating to CLEC end users located within those exchanges referenced therein.

2. Local Interconnect Rates:

<u>Serving Method</u>	<u>Price per Minute of Use *</u>
Tandem Served	\$0.0092**
End Office Served	\$0.0072**

* Usage shall be measured up to the nearest tenth of a minute and cumulated to one minute increments for billing.

** Because of the unique structure of the CLEC local network, the Parties agree, on an interim basis, that 90% of the local traffic originated by

SWBT end users and terminated to CLEC end users will be deemed, for compensation purposes, to be terminated to a CLEC end office and 10% will be deemed to be terminated at a CLEC tandem. This interim arrangement will be used only until SWBT can directly route local traffic, at its option, to a CLEC end office or a CLEC local tandem. This interim compensation arrangement applies only, and to the extent, the following conditions are present ("interim compensation prerequisites"): CLEC has installed and serves end users from more than one local switch, within an exchange area, equipped with direct trunking capability, where the local switch subtends another CLEC local switch and where none of these switches serves an NXX exclusively. Whenever, and to the extent that, the interim compensation prerequisites are not present, the compensation applicable when SWBT end users terminate local calls to CLEC end users shall be at the end office served rate. When CLEC has multiple switches, including a local tandem, and either the tandem or any subtending office has its own, exclusive NXX, SWBT shall have the option to terminate its local traffic to CLEC on a tandem served or end office served basis and compensate CLEC accordingly.

C. Reciprocal Compensation for Transit Traffic

Transit Traffic allows one Party to send traffic to a third party network through the other Party's tandem. A Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user. There are two categories of Transit Traffic: 1. Local and 2. Optional Area.

1. The Local Transit Traffic rate element is applicable when both the originating and terminating end users are within SWBT local and mandatory exchanges.
2. The Optional Area Transit Traffic rate element is applicable when one end user is in a SWBT optional exchange which is listed in Schedule OCA and the other end user is within the SWBT local or mandatory exchanges.
3. Prices for Transit Traffic are as follows:

Local	\$0.0031/MOU
Optional Area	\$0.0040/MOU

4. The parties also acknowledge that traffic originated in third party incumbent LEC exchange areas may traverse the SWBT tandem and terminate in other third party LEC exchange areas. Although direct connections could be used for this traffic, SWBT agrees to transit this traffic for the rate of \$0.006 per MOU if the other LEC exchanges share a common mandatory local calling area with all SWBT exchanges included in a metropolitan exchange area. Any other LEC mandatory exchanges are listed in Schedule OCA.

D. Reciprocal Compensation for termination of IntraLATA Interexchange Traffic

1. Optional Calling Area Compensation (OCA) - For the SWBT optional calling areas listed in Schedule OCA, the compensation for termination of intercompany traffic will be at the rate of \$0.0160/MOU. This terminating compensation rate applies to all traffic to and from the exchanges listed in Schedule OCA, attached hereto and incorporated by reference, and the associated metropolitan area and is independent of any retail service arrangement established by either Party.
2. SWBT also agrees to apply the OCA compensation rate of \$0.0160/MOU for traffic terminating to CLEC end users in other incumbent LEC exchanges that share a common mandatory calling area with all SWBT exchanges that are included in the metropolitan exchange area. Schedule OCA lists the shared mandatory local calling areas.
3. For intrastate intraLATA interexchange service, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service or "MTS" and originating access rates for 800 Service, including the Carrier Common Line or "CCL" as set forth in each Party's intrastate access service tariff. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 service, including the CCL charge, as set forth in each Party's interstate Access Service Tariff.

E. Compensation for Origination and Termination of InterLATA Interexchange Traffic (Meet-Point Billing "MPB" Arrangements)

1. CLEC and SWBT may mutually agree to establish Meet-Point billing arrangements in order to provide Switched Access Services to IXC's via an SWBT access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. CLEC' Meet-Points with SWBT shall be those identified in Appendix DCO.

2. The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this Meet-Point Billing arrangement, including Meet-Point Billing percentages.
3. As detailed in the MECAB document, the Parties will, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet-Point arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
4. Initially, billing to IXCs for the Switched Access Services jointly provided by the Parties via the Meet-Point Billing arrangement shall be according to the multiple bill/multiple tariff method as described in the MECAB document.
5. Meet-Point billing shall also apply to all traffic bearing the 900, 800, 888 NPA.

F. Wireless Traffic

1. Appendix Wireless sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for mobile to landline traffic terminating through the Parties' respective wireline switching networks within a LATA. If either Party enters into an interconnection agreement with a CMRS provider, Appendix Wireless shall no longer be applicable between the Parties with respect to such CMRS providers. In such circumstances, compensation between the other Party and the CMRS provider shall be determined by those parties.
2. The Parties will apply the Local Transit Traffic rate to each other for calls that originate on one Party's network and are sent to the other Party for termination to a CMRS Provider as long as such Traffic can be identified as wireless traffic. Each Party shall be responsible for interconnection arrangements with CMRS providers, including terminating compensation arrangements, as appropriate, regarding traffic originating on the Party's network and terminating on the CMRS provider's network. The originating Party agrees to indemnify the transiting Party for any claims of compensation that may be made by the CMRS provider against the transiting Party regarding compensation for termination of such traffic.

3. When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and CLEC, the traffic will be treated, in comport with its origination and termination, as either Local, Optional Area, or Access and the appropriate compensation rate will apply.

G. Billing Terms and Conditions

Other than for traffic described in subsection E above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule as follows:

- a. Each Party will record its originating minutes of use including identification of the originating and terminating NXX for all intercompany calls.
- b. Each Party will transmit the summarized originating minutes of use (from a. above) to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- c. Bills rendered by either Party shall be paid within 30 days of receipt subject to subsequent audit verification as described in Section 31.0 (General Terms and Conditions).
- d. Detailed technical descriptions and requirements for the recording, record exchange and billing of traffic are included in the Technical Exhibit Settlement Procedures (TESP).¹

H. Compensation for Porting OCA Numbers

A \$12.40 monthly charge shall apply per ported OCA number.

¹Technical Exhibit Settlement Procedures, previously provided to CLEC.

APPENDIX WIRELESS

The rates, terms and conditions set forth in this Attachment/Appendix were adopted pursuant to Section 52 of this Agreement from an Interconnection Agreement between Brooks Fiber Communications of Missouri, Inc., and SWBT signed February 10, 1997, which ran for a stated term continuing through December 31, 1998. This Attachment/Appendix shall continue without interruption, except as otherwise provided by law, the Brooks Agreement or this Agreement, until: (a) a new interconnection agreement becomes effective between Alltel or Brooks and SWBT, or (b) the Missouri PSC determines that interconnection shall be by tariff rather than contract and both SWBT and Alltel have in place effective interconnection tariffs. By mutual agreement, SWBT and Alltel ("CLEC" or "LSP") may amend this Agreement to modify the term of this Attachment/Appendix.

This appendix sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for traffic originated on a Commercial Mobile Radio Service (CMRS) Provider's network and terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area (LATA). The Parties will be compensated under this Appendix only to the extent that they are not been compensated for Wireless Interconnection Service under other tariffs, settlement agreements, contracts or other mechanism. This Appendix is subject to the terms and conditions of applicable tariffs.

1.0 Definitions

1.1. Wireless Interconnection Service - The interchange of traffic originated from a Commercial Mobile Radio Service (CMRS) Provider's Mobile Telephone Switching Office (MTSO) through SWBT's or the CLEC's point of switching for termination on the relevant Party's wireline switching network.

1.2. Commercial Mobile Radio Service (CMRS) Provider - A radio common carrier provider of domestic public cellular telecommunication service, as defined in Part 22, Part 24, or Part 90 of the FCC Rules and Regulations.

1.3. End Office - A SWBT or CLEC switching system where exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.

1.4. Local Access and Transport Area ("LATA") - A geographic area marking the boundaries beyond which a Bell Operating Company formerly could not carry telephone calls pursuant to the terms of the Modification of Final Judgment (MFJ), U.S. vs. American Tel. & Tel. Co., 552 F.Supp. 131 (D.D.C. 1983), affirmed sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

1.5. Local Calling Area or Local Calling Scope - That area in which the message telephone exchange service between two or more end offices, without a toll charge, is provided.

1.6. Minutes of Use (MOU) - For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company or MOU provided by the CMRS Provider to the Primary Company where the Primary Company is unable to measure the actual terminating usage.

1.7. Mobile Telephone Switching Office ("MTSO") - A CMRS Provider's switching equipment or terminal used to provide CMRS Provider's switching services or, alternatively, any other point of termination designated by the CMRS Provider. The MTSO directly connects the CMRS Provider's customers within its licensed serving area to the Primary Company's facilities.

1.8. Primary Company - The Party that provides the End Office or Tandem Office where the CMRS Provider chooses to connect terminating traffic. The Primary Company also bills the CMRS Provider for Wireless Interconnection Service.

1.9. Revenues - Those monies the Primary Company bills and collects from the CMRS Provider for jointly provided Wireless Interconnection Service.

1.10. Secondary Company - The Party that receives Terminating Traffic from the Primary Company.

1.11. Tandem Office - A Party's switching system that provides an intermediate switching point for traffic between end offices or the network.

1.12. Terminating Traffic - That traffic which is delivered by a CMRS Provider to the Primary Company for termination at a point on the intraLATA wireline switching network.

2.0 ADMINISTRATION OF REVENUE DISTRIBUTION

2.1. The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for calls terminating within a LATA. On jointly provided Wireless Interconnection Service, the Primary Company will distribute a portion of the Local Transport (LT) Revenues as described below with the Secondary Company for its part in terminating traffic from the CMRS Provider. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMRS Provider to the Secondary Company, as described below.

2.2. Distribution of revenues will be computed using the rate elements as defined in SWBT's applicable Wireless Interconnection Tariff.

2.3. For terminating traffic, actual monthly wireless MOU will be measured by the Primary Company for each office in the LATA or provided to the Primary Company by the

CMRS Provider in those cases where the Primary Company is unable to measure the actual terminating usage.

2.4. Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the Primary Company will be determined by totaling the actual terminating MOU associated with each of the Secondary Company's end offices and multiplying those MOU by the appropriate rates as set out above. The LT revenues due to the Secondary Company will be determined for each Secondary Company end office by multiplying the billed MOU by the appropriate LT rate multiplied by the applicable end office percentage ownership of facilities listed in Exhibit A to this Appendix.

2.5. The Primary Company will prepare a revenue and usage statement on a monthly basis. Within 90 calendar days after the end of each billing period, except in cases of disputes, the Primary Company will remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution will be made for the revenue the Primary Company is unable to collect.

2.6. The revenue and usage statement will contain the following information:

2.6.1. The number of MOU for each of the Secondary Company's end offices, the corresponding rate elements to be applied to the MOUs for each end office, and the resulting revenues;

2.6.2. The total of the MOU and revenues for the Secondary Company;

2.6.3. The percent ownership factor used to calculate the distribution of Local Transport revenues; and,

2.6.4. Adjustments for uncollectibles.

2.7. The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Agreement. The Primary Company will start revenue distribution on usage within 60 calendar days from the date this Appendix is effective.

3.0 TERMINATION PROVISIONS

3.1. This Appendix shall remain in effect until terminated by either Party upon a minimum of 30 calendar days written notice by such Party to the designated representative of the other.

3.2. This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

4.0 MISCELLANEOUS PROVISIONS

4.1. Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.

4.2. Each party will promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

5.0 NOTICE

5.1. In the event any notices are required under the terms of this Appendix, they shall be sent by registered mail, return receipt requested to:

If to ALLTEL:

Suzanne McCormick
Staff Manager – Interconnection Service
ALLTEL Communications, Inc.
One Allied Drive
Little Rock, AR 72202

If to SWBT:

Contract Management
Southwestern Bell Telephone Company
Four Bell Plaza, 9th Floor
Dallas, Texas 75202

EXHIBIT A TO APPENDIX WIRELESS

End Office Percent Ownership of Local Transport Facilities

CLLI Code	NPA-NXX	% Ownership of Transport Facilities
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APPENDIX FGA

This Appendix to Attachment 12: Compensation sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

1.0 Definitions

- 1.1 Local Access and Transport Area (LATA) means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.
- 1.2 The term Extended Area Service (EAS) as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- 1.3 Subscriber Access Lines will mean a communication facility provided under a general and/or exchange service tariff extended from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- 1.4 Feature Group A Switched Access Service includes all facilities and services rendered in furnishing FGA access service, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.
- 1.5 The Primary Company denotes the Party with the Primary office(s).
- 1.6 The Primary Office is an office which: (1) directly or jointly connects to an interexchange carrier and /or end user; and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.
- 1.7 The Secondary Company denotes the Party with the secondary office(s).

- 1.8 The Secondary Office is any office involved in providing joint FGA switched access to an Interexchange carrier and /or end user through the switching facilities of the Primary office.
- 1.9 Revenues under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regular established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.
- 1.10 Access Minutes or Minutes of Use (MOUs) are those minutes of use as described in Part 69 of the Federal Communications Commission's Rules, and are limited to those FGA MOUs which originate and /or terminate in the Secondary Office(s) covered by this Appendix.
- 1.11 Currently Effective Tariff Rate means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

2.0 Undertaking of the Parties

- 2.1 The Secondary Company will notify the Primary Company of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least 30 days in advance of their effective date. Revenue distribution will be based on the revised rates 45 days after the effective date of the tariff revisions. However, if the secondary Company fails to notify the Primary Company of a new rate within 30 days of its effective date, the Primary Company may delay implementation of the new rate until the next months revenue distribution cycle, and will not be required to adjust the previous bills retroactively.
- 2.2 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this Appendix.

3.0 Administration of Revenue Distribution

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.

4.0 Minutes of Use (MOUs) Development

4.1 The Parties will calculate the amount of FGA revenues due each Party, by determining the amount of FGA MOUs attributable to each Party as described below. The Primary Company will then multiply the MOUs by the rates in the Secondary Company's applicable tariff to determine the amounts tentatively due to the Secondary Company.

4.2 Terminating MOUs Development

4.2.1 Actual monthly premium (charged at equal access end office) and non-premium (charged at non-equal access end offices) terminating FGA access MOUs for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.

4.2.2 Where the Primary Company cannot measure or identify the terminating FGA MOUs by end office, terminating MOUs will be total unmeasured MOUs allocated to the LATA. In this event, those MOUs will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Exhibit B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

4.3 Originating MOUs Development

4.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs, billed by the Primary Company, to each Secondary Company's end office in the EAS calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ration of each Party's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.

4.3.2 The parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside an EAS calling area.

5.0 Calculation of Revenue Distribution

5.1 The amount of premium or non-premium revenues due each party each month will be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues will be calculated by the Primary Company by multiplying each of the Secondary Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 4.2.1 and 4.2.2.

- 5.2 Local Transport (or its equivalent under the Secondary Company's tariff and called Transport in this agreement) compensation will be determined for each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOUs (as calculated under Sections 4.2.1 and 4.2.2.) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

6.0 Revenue Distribution Amounts, Monthly Statements And Payments

- 6.1 The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- 6.2 The monthly compensation statement will show, for each Secondary Office, separately:
- 6.2.1 The total number of non-premium or premium terminating MOUs and revenue.
- 6.2.2 The total number on non-premium or premium originating MOUs and revenues.
- 6.2.3 The total compensation due the Secondary Company, by rate element.
- 6.2.4 The number of terminating MOUs recorded by the Primary Company.
- 6.2.5 The number of originating MOUs estimated by the Primary Company pursuant to Section
- 6.2.6 The number of access lines used to prorate originating usage pursuant to Section 4.2.1 and 4.2.2.
- 6.2.7 The percent ownership factor, if any, used to prorate Local Transport revenues.
- 6.2.8 Adjustments for uncollectibles.
- 6.3 Within 60 Calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

7.0 Miscellaneous Provisions

- 7.1 This Appendix will remain in effect until terminated by thirty (30) calendar days notice by either Party to the other.

EXHIBIT A

EAS Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company		Secondary Office Company		ACCESS LINE
CLLI CODE	NPA-NXX	CLLI CODE	NPA-NXX	

EXHIBIT B

Location for LATA Wide Termination
of Feature Group A Access Service in
Non-EAS Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	% Ownership of Transport Facilities	LATA
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SCHEDULE OCA

SCHEDULE OCA

The rates, terms and conditions set forth in this Attachment/Appendix were adopted pursuant to Section 52 of this Agreement from an Interconnection Agreement between Brooks Fiber Communications of Missouri, Inc., and SWBT signed February 10, 1997, which ran for a stated term continuing through December 31, 1998. This Attachment/Appendix shall continue without interruption, except as otherwise provided by law, the Brooks Agreement or this Agreement, until: (a) a new interconnection agreement becomes effective between ALLTEL or Brooks and SWBT, or (b) the Missouri PSC determines that interconnection shall be by tariff rather than contract and both SWBT and ALLTEL have in place effective interconnection tariffs. By mutual agreement, SWBT and ALLTEL ("CLEC" or "LSP") may amend this Agreement to modify the term of this Attachment/Appendix.

KANSAS CITY, MISSOURI

SWBT OPTIONAL CALLING AREAS

FARLEY
SMITHVILLE
EXCELSIOR SPRINGS
RICHMOND
GRAIN VALLEY
GREENWOOD
ARCHIE

ILEC MANDATORY AREAS

FERRELVIEW

SPRINGFIELD, MISSOURI

SWBT OPTIONAL CALLING AREAS

WALNUT GROVE
ASH GROVE
MARIONVILLE

ST. LOUIS, MISSOURI

SWBT OPTIONAL CALLING AREAS

PORTAGE DES SIOUX
ST. CHARLES
CHESTERFIELD
MANCHESTER
VALLEY PARK
FENTON

**ST. LOUIS, MISSOURI
(CONTINUED)**

SWBT OPTIONAL CALLING AREAS

MAXVILLE
IMPERIAL
HARVESTER
POND
EUREKA
HIGH RIDGE
ANTONIA
HERCULANEUM
GRAY SUMMIT
PACIFIC
CEDAR HILL
WARE
HILLSBORO
FESTUS
DESOTO

ATTACHMENT 13: ANCILLARY FUNCTIONS

1.0 Introduction

- 1.1 This Attachment 13: Ancillary Functions, and its Appendices set forth the Ancillary Functions that SWBT agrees to offer to ALLTEL under this Agreement, and the requirements associated therewith. SWBT will offer these Ancillary Functions to ALLTEL on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

2.0 Collocation

- 2.1 Certain provisions applicable to the Parties' rights and obligations pertaining to physical collocation are set forth in Appendix Collocation, attached hereto.

3.0 Rights of Way (ROW), Conduits and Pole Attachments

- 3.1 The provisions concerning ALLTEL's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by SWBT are set forth in Appendix Poles, Conduits, and Rights-Of-Way, attached hereto.

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APPENDIX COLLOCATION

This Appendix Collocation to Attachment 13: Ancillary Functions, sets forth terms and conditions applicable to the Parties' rights and obligations pertaining to physical collocation, and has been amended to incorporate FCC Order 99-48. This Appendix incorporates provisions that were arbitrated by the Missouri PSC.

1.0 Introduction

- 1.1 SWBT is an incumbent local exchange carrier having a statutory duty to provide for “physical collocation” of “equipment necessary for interconnection or access to unbundled network elements” at its Eligible Structures. 47 U.S.C. 251(c)(6).
- 1.2 ALLTEL wishes to locate certain of its equipment within the Eligible Structures of SWBT (as defined herein) and thereby connect with SWBT and with other Local Service Providers (as specified in Section 4.2 below).
- 1.3 This Appendix will govern ALLTEL’s collocation of its equipment within SWBT’s Eligible Structures, subject also to the provisions of the Agreement to which this Appendix is included.

2.0 Definitions

- 2.1 “Active Central Office Switchroom Space” Denotes the existing central office switchroom space, which can be designated for physical collocation, with existing infrastructure systems sufficient to support requested collocation. Also denotes central office space that may contain obsolete unused equipment.
- 2.2 “Adjacent Space Collocation” is physical collocation at a ALLTEL -provided controlled environmental vault — or similar structure to the extent technically feasible — on SWBT premises adjacent to an Eligible Structure.
- 2.3 “Caged Physical Collocation” is an individual enclosure (not including a top) in which ALLTEL can install its telecommunications equipment within ALLTEL’s Dedicated Collocation Space.
- 2.4 “Cageless Physical Collocation” is a collocation arrangement that does not require the construction of a cage or similar structure or the creation of a separate entrance to the Dedicated Collocation Space.
- 2.5 “Dedicated Collocation Space” means the space dedicated for ALLTEL’s physical collocation arrangement located within a SWBT Eligible Structure.

- 2.6 “Eligible Structure” means (1) a SWBT central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SWBT that houses its network facilities, or (3) a structure that houses SWBT facilities on public or private rights-of-way, controlled environmental vaults (CEVs), huts, and cabinets.
- 2.7 “Other Central Office Space” Denotes the space within the central office which can be designated for physical collocation where infrastructure systems sufficient to support requested collocation do not currently exist and must be constructed.
- 2.8 “Shared Physical Collocation Cage” is a caged Dedicated Collocation Space that is shared by two or more collocators within a SWBT Eligible Structure.

3.0 Purpose and Scope of Agreement

- 3.1 The Parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with any State commission, the Federal Communications Commission, any other regulatory body, any State or Federal Court, or in any other forum that SWBT has agreed or acquiesced that any piece of ALLTEL’s equipment or facility is “equipment necessary for interconnection or access to unbundled network elements” under 47 U.S.C. 251(c)(6).

4.0 General Offerings

- 4.1 Subject to this Appendix, SWBT will provide physical collocation to ALLTEL for the purpose of interconnecting with SWBT’s network or for obtaining access to SWBT’s unbundled network elements pursuant to 47 U.S.C. 251(c). Physical collocation shall be provided on a non-discriminatory basis, on a “first-come, first served” basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder). SWBT’s physical collocation offering includes the following:
- 4.1.1 **Caged Physical Collocation** – ALLTEL may apply for Caged Physical Collocation in increments of 50 square feet. SWBT will charge ALLTEL for the space it uses, the time and materials required to construct the “cage,” and any other expenses directly attributable to ALLTEL — such as dedicated conduit to and/or within the cage. Each Caged Physical Collocation request will be provisioned with a Collocation Interconnect Power Panel (CIPP). The panel will reside in ALLTEL’s assigned bays and the location will be determined by ALLTEL. The engineering, furnishing and installation of the CIPP will be the responsibility of SWBT and will be part of ALLTEL’s cost. Any available physical collocation option will require and include a minimum of one collocation interconnection power panel (CIPP).

SWBT will allow ALLTEL to contract with other prospective collocators to share the caged Dedicated Collocation Space in a sublease type arrangement, provided the subleasing co-locator's equipment is also used for interconnection with SWBT's network and/or access to SWBT's unbundled network elements. In a sublease arrangement, the initial collocator(s) shall not charge a subleasing collocator more than the prorated share (based on square footage used exclusively or in common) of SWBT's monthly rates and nonrecurring charges to the initial collocator. Each collocator in a sublease arrangement may interconnect with SWBT or order SWBT unbundled network elements to and provision service from the Dedicated Collocation Space regardless of which collocator was the original collocator.

- 4.1.2 **Shared Physical Collocation Cage** - A shared collocation cage is a caged collocation space shared by two or more Collocators pursuant to terms and conditions agreed to by the Collocators. ALLTEL may apply for Shared Physical Collocation Cage in increments of 50 square feet. In making shared cage arrangements available, SWBT may not increase the cost of site preparation or nonrecurring charges above the cost for provisioning such a cage of similar dimensions and material to a single collocating party. SWBT must prorate the charge for site conditioning and preparation undertaken by SWBT to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to each party sharing the space based on the percentage of the total space of the shared cage utilized by the parties. The total of the collocators' combined floor space requirements must equal the total square footage of the shared cage. ALLTEL's allocation of the total charge for site preparation will be based on the percentage of the total space utilized by ALLTEL. If ALLTEL submits a unique request, then only ALLTEL will be charged for those costs directly attributable to ALLTEL.

If two or more requesting carriers have interconnection agreements with SWBT, SWBT will permit each requesting carrier to interconnect with SWBT or order unbundled network elements and provision service from shared collocation space, regardless of which requesting carrier was the original collocator. Each ALLTEL request will be provisioned with a Collocation Interconnect Power Panel (CIPP). The panel will reside in one of ALLTEL's assigned bays and the location shall be determined by ALLTEL. The engineering, furnishing and installation of the CIPP will be the responsibility of SWBT and will be part of ALLTEL's cost. Any available physical collocation option will require and include a minimum of one collocation interconnection power panel (CIPP).

- 4.1.3 **Cageless Physical Collocation** - Subject to technical feasibility and security requirements, SWBT will allow ALLTEL to collocate in any unused space (space that is vacant and does not contain SWBT equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space) in SWBT's Eligible Structure, without requiring the

construction of a cage or similar enclosure around ALLTEL 's Dedicated Collocation Space, and without requiring the creation of a separate entrance to ALLTEL 's Dedicated Collocation Space. SWBT will designate the space to be used for cageless collocation. Pursuant to FCC Order 99-48, ¶¶ 42 and 43, SWBT must give ALLTEL the option of collocating equipment in any unused space within SWBT's Eligible Structure, and may not require ALLTEL to collocate in a room or isolated space separate from SWBT's own equipment. SWBT may require ALLTEL to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for ALLTEL 's or other collocating carriers' use, and once inside the building, SWBT must permit ALLTEL to have direct access to ALLTEL 's equipment.

SWBT may not require ALLTEL to use an intermediate interconnection arrangement (i.e., a POT bay) in lieu of direct connection to SWBT's network if technically feasible. SWBT may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing SWBT equipment in its own cage, and other reasonable security measures as described herein.

SWBT must make cageless collocation space available in single-bay increments, meaning that ALLTEL can purchase space in increments small enough to collocate a single relay rack, or bay, of equipment (10 square feet for standard equipment bays and 18 square feet for cabinetized equipment bays).

Each ALLTEL request will be provisioned with a Collocation Interconnect Power Panel (CIPP). The panel will reside in one of ALLTEL 's assigned bays and the location shall be determined by ALLTEL . The engineering, furnishing and installation of the CIPP will be the responsibility of SWBT and will be part of ALLTEL 's cost. Any available physical collocation option will require and include a minimum of one Collocation Interconnection Power Panel (CIPP).

- 4.1.4 **Adjacent Space Collocation** – When space is legitimately exhausted inside a SWBT Eligible Structure, SWBT will permit ALLTEL to physically collocate in adjacent controlled environmental vaults or similar structures (e.g. used by SWBT to house telecommunications equipment) to the extent technically feasible. SWBT will permit ALLTEL to construct or otherwise procure such adjacent structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and SWBT's right to exercise reasonable control over the design, construction, and placement of such adjacent structures. ALLTEL will be responsible for securing the required licenses and permits, the required site preparations, and retain responsibility for building and site maintenance associated with placing the adjacent structure. SWBT will be allowed to reserve reasonable amounts of space adjacent to its premises needed to expand its premises to meet building growth requirements.

SWBT will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists and 200 AMPS of DC power to the adjacent structure up to 200 cable feet from the Central Office power source. When power requirements are outside of these office capacity and distance limitations, SWBT will treat the requirements as a unique request and coordinate a mutually agreeable solution for provisioning power with ALLTEL . At its option, ALLTEL may choose to provide it's own AC and DC power to the adjacent structure. SWBT will provide power and physical collocation services and facilities to such adjacent structures, subject to the same nondiscrimination requirements as other collocation arrangements in this Agreement. SWBT must permit ALLTEL to place its own equipment (subject to the other requirements of this Appendix).

At its option, ALLTEL may choose to utilize a temporary adjacent structure until interior space is available in a given Eligible Structure. Any temporary adjacent structure placed by ALLTEL should be removed at ALLTEL's expense once interior space is available in the Eligible Structure. Appropriate charges applicable for collocation within the Eligible Structure will apply. SWBT will work cooperatively with ALLTEL to relocate facilities into the Eligible Structure.

- 4.1.5 All other requests for physical collocation will be analyzed on a case-by-case basis. When ALLTEL requests a particular collocation arrangement, ALLTEL is entitled to a rebuttable presumption that such arrangement is technically feasible if any LEC with a substantially similar network has deployed such collocation arrangement in any incumbent LEC premises. If SWBT refuses to provide such a collocation arrangement, or an equally cost-effective arrangement, SWBT must rebut the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

- 4.1.6 **Virtual Collocation** – SWBT will provide ALLTEL with virtual collocation rather than physical collocation under the following circumstances:

When sufficient space is not available for physical collocation at a particular Eligible Structure as determined under Section 5.2 and 5.3, SWBT will not deny virtual collocation for a particular Eligible Structure to ALLTEL , unless virtual collocation is not technically feasible.

Upon request from ALLTEL , so long as technically feasible and space is available, SWBT will provide ALLTEL with virtual collocation pursuant to applicable tariffs.

4.2 Interconnection Arrangements

- 4.2.1 SWBT shall provide, at the request of ALLTEL , the connection between ALLTEL's optional POT frame or equipment bay and the SWBT network. The connection cannot be provided by ALLTEL . ALLTEL will not be permitted access to the SWBT Main

Distribution Frame or Intermediate Distribution Frame. If regeneration equipment is required, for any reason, it will be at ALLTEL 's expense. Interconnection Arrangements options are as follows: DS1 Arrangement, DS3 Arrangement, Copper Cable Arrangement, Shielded Cable Arrangement, and Fiber Arrangement.

- 4.2.2 SWBT shall permit ALLTEL to interconnect its network with that of another collocated telecommunications carrier within the same Eligible Structure and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same Eligible Structure provided that the collocated equipment is also used for interconnection with SWBT or for access to SWBT's unbundled network elements. Within a contiguous area within the Eligible Structure, SWBT shall permit ALLTEL to construct such facilities using coaxial, copper or optical fiber facilities subject to the same reasonable safety requirements that SWBT imposes on its own equipment and facilities. ALLTEL will not be permitted to place cable over SWBT's switches or other critical equipment. SWBT will reasonably designate the route and space to be used for such facilities.

If the collocators are not located on the same floor and cannot physically pull the cable themselves through the SWBT provided structure(s), SWBT will perform the necessary construction and perform the cable pull on a time and materials basis. At no time will ALLTEL be allowed access to any portion of the central office other than the collocation area — except for reasonable access to restrooms and parking lots where available. SWBT will not make the physical connection with ALLTEL 's equipment, SWBT will not accept any liability for the cable or the connections and SWBT will not maintain any records concerning these connections.

- 4.2.3 SWBT shall provide, at the request of ALLTEL , the connection between the equipment in the collocation spaces of ALLTEL and other telecommunications carriers on a time and materials basis. Available connections include, copper cable, coaxial cable, and fiber optic cable.
- 4.2.4 SWBT shall permit ALLTEL to place its own connecting transmission facilities within SWBT's Eligible Structure outside the physical collocation space, subject to reasonable safety limitations. ALLTEL shall not have access to SWBT's Main Distribution Frame and/or Intermediate Distribution Frame. As provided herein, SWBT may require reasonable security arrangements to protect its equipment and ensure network reliability.

4.3 Security

Except as provided below, SWBT may only impose security arrangements that are as stringent as the security arrangements that SWBT maintains at its own premises for its own employees or authorized contractors. SWBT must allow ALLTEL to access its

physical collocation space 24 hours a day, seven days a week, without requiring either a security escort of any kind or delaying ALLTEL 's employees' entry into the Eligible Structure. Reasonable security measures that SWBT may adopt include, but are not limited to, the following:

- A. Installing security cameras or other monitoring systems; or
- B. Requiring ALLTEL personnel to use badges with computerized tracking systems, provided SWBT shall process all security access badge requests within 10 business days. Unless specifically agreed otherwise, security badges will provide access to each Eligible Structure in which ALLTEL is physically collocated in Missouri. Notwithstanding the foregoing, ALLTEL acknowledges and understands that there may be a limited number of situations where a given Eligible Structure uses a security system that is different from the majority of the Eligible Structures in Missouri. In those situations, a separate security access badge will be issued; or
- C. Requiring ALLTEL employees to undergo the same level of security training, or its equivalent, that SWBT's own employees, or third party contractors providing similar functions, must undergo; provided, however, that SWBT may not require ALLTEL employees to receive such training from SWBT itself, but must provide information to ALLTEL on the specific type of training required so ALLTEL 's employees can conduct their own training.
- D. SWBT may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.

5.0 Space Availability

- 5.1 At the request of ALLTEL , SWBT will provide space for physical collocation as described above. SWBT is not required to provide physical collocation at a particular Eligible Structure if it demonstrates to ALLTEL or the state commission that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, SWBT will provide Adjacent Structure Collocation as described above or Virtual Collocation, except at points where SWBT proves to ALLTEL or the state commission that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, SWBT will make a good faith effort to provide other methods of interconnection and access to unbundled network elements to the extent technically feasible.
- 5.2 The determination whether there is sufficient space to accommodate physical collocation at a particular Eligible Structure will be made initially by SWBT. SWBT will notify ALLTEL within ten (10) days of submission of a completed Application for physical

collocation by ALLTEL as to whether its request for space is been granted or denied due to a lack of space. When space for physical collocation in a particular Eligible Structure is not available, SWBT shall place ALLTEL on the waiting list for collocation in a particular Eligible Structure according to the date ALLTEL submitted its application for physical collocation in that Eligible Structure.

- 5.3 If SWBT contends space for physical collocation is not available in premises, SWBT must also allow ALLTEL to tour the entire central office or other eligible structure in question, not just the area in which space was denied, without charge, within ten days of the receipt of SWBT's denial of space. If ALLTEL disputes SWBT's determination, ALLTEL can elect a review to be made by a mutually agreed to third party engineer, under a non-disclosure agreement. All costs of the third-party inspection, including but not limited to all payments to the third-party engineer in connection with the inspection, shall be shared equally by SWBT and ALLTEL. The engineer shall take into consideration SWBT's planned use for the eligible structure under review. The engineer shall serve as a non-binding mediator and all related discussions shall be confidential and inadmissible in any proceeding. Any resolution achieved through such mediation shall be documented by signed writing, which documentation shall be enforceable and admissible when relevant in any proceeding. If ALLTEL does not elect to use such mediation or if such mediation is unsuccessful, then ALLTEL can present the dispute to the state commission.
- 5.4 Within ten (10) days of ALLTEL submitting a request to SWBT for physical collocation, if SWBT finds that it must deny the request, SWBT must file its response, under seal, with the Commission. The response shall include the following information:
- A. Central Office Common Language Identifier, where applicable;
 - B. The identity of ALLTEL, including amount of space sought by ALLTEL;
 - C. Total amount of space at the premises;
 - D. Floor plans including measurements of the premises, showing:
 - 1. Space housing SWBT network equipment or administrative offices;
 - 2. Space housing unused obsolete equipment, if any;
 - 3. Space which does not currently house SWBT equipment or administrative offices but is reserved by SWBT for future use;
 - 4. Space occupied by collocators for the purpose of network interconnection or access to unbundled network elements;

- 5. Space, if any, occupied by third parties for other purposes;
 - 6. Remaining space, if any.
 - E. Identification of turnaround space for the switch or other equipment, if any;
 - F. Central office rearrangement/expansion plans, if any and
 - G. Description of other plans, if any, that may relieve space exhaustion.
- 5.5 SWBT will maintain a publicly available document, posted for viewing on SWBT's publicly available Internet site, indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space.
- 5.6 Upon request, SWBT must submit to ALLTEL within ten days of the submission of the request a report indicating the available collocation space in a particular SWBT premises. ALLTEL may request a report by submitting a completed Collocation Space Availability Report Request with the required fees — \$121.00 per premises — for the requested report(s). This report must specify the amount of collocation space available at each requested premises, the number of collocators, and any modifications in the use of the space since the last report. This report must also include measures that SWBT is taking to make additional space available for collocation. For more than 20 requests at once from ALLTEL regarding offices where there is no current collocation or collocation forecasted, SWBT will provide the additional information on a scheduled basis of ten additional offices every ten days.
- 5.7 In any Central Office in which all options for physical collocation offered by SWBT have been exhausted, SWBT shall not be permitted to provide additional space in that Central Office for any of its affiliates.
- 5.8 SWBT is not required to lease or construct additional space to provide for physical collocation when existing space has been exhausted. Moreover, SWBT is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of ALLTEL equipment or facilities, whether through an initial request for physical collocation or a subsequent request for more space in an Eligible Structure. SWBT and ALLTEL shall not unreasonably warehouse forecasted space.
- 5.9 To the extent possible, SWBT will make contiguous space available to ALLTEL if ALLTEL seeks to expand an existing physical collocation arrangement and such request meets SWBT's non-discriminatory practices regarding efficient space utilization.

- 5.10 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, SWBT will take into account projected demand based upon its knowledge of ALLTEL demand for Collocation.
- 5.11 SWBT may retain a limited amount of floor space for SWBT's own specific future uses for a time period on terms no more favorable to SWBT for like equipment than those that apply to other telecommunications carriers, including ALLTEL, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), if any, and/or otherwise permitted or directed by applicable rule or order, SWBT will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless SWBT proves to the Commission that Virtual Collocation at that point is not technically feasible. In any such event, SWBT and ALLTEL will attempt to reach a mutually agreeable alternative method of interconnection.
- 5.12 SWBT must, upon request, remove obsolete unused equipment from an Eligible Structure to increase the amount of space available for collocation.
- 5.13 SWBT may impose reasonable restrictions on the warehousing of unused space by collocating telecommunications carriers, provided, however, that SWBT shall not set a maximum space limitation on ALLTEL unless SWBT proves to the Commission that space constraints make such restrictions necessary.

6.0 Application for Collocated Space

- 6.1 For each Eligible Structure in which ALLTEL desires to physically collocate equipment, ALLTEL must submit a Physical Collocation Application with the applicable Engineering Design Charge. A copy of the Physical Collocation Application may be obtained from ALLTEL's Collocation Services account manager. A Physical Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.
- 6.2 SWBT will provide ALLTEL with the price quotation within the number of days set forth below from receipt of ALLTEL's Physical Collocation Application Form and Engineering Design Charge. When sufficient space is not available for physical collocation at a particular Eligible Structure as determined above, SWBT will refund the unused portion of the Engineering Design Charge to ALLTEL within thirty-five (35) business days of that determination.

Price quote intervals will run concurrent with the ten (10) day notification interval for availability of space:

Number of Applications by ALLTEL	Quotation Interval
1 - 5	35 Business Days
6 - 10	40 Business Days
11 - 15	45 Business Days

Should ALLTEL submit six (6) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

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

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

- 6.3 SWBT will contract for and perform the construction and preparation activities underlying the Preparation Charge, including, any Custom Work charges, using same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure. SWBT's price quotation will consist of a "Preparation Charge," "Monthly Charge," Security Charge, and "Completion Interval."
- 6.3.1 The Preparation Charge will represent a one-time charge for SWBT's preparation of the Collocated Space and related modifications to the Eligible Structure. The Preparation Charge will consist of two Components: (i) the charge to ALLTEL associated with

modifying the Eligible Structure to provide physical collocation ("Common Charge"), including any security charges, as set forth in Section 7.3, and (ii) the charge associated with preparing the Collocated Space ("Collocated Space Charge"). SWBT will quote the portion of the Preparation Charge that consists of charges for subcontracted work ("Subcontractor Charges").

- 6.3.2 The Monthly Charge will consist of, the monthly charges for floor space, power usage, maintenance, administration, and taxes for equipment charged by SWBT to ALLTEL for use of the Dedicated Collocated Space. Additional monthly charges may be added to this list upon approval of the state commission at the time the ICB is submitted for approval.
- 6.3.3 ALLTEL shall pay a security charge equal to its proportionate share of any reasonable security arrangements SWBT employs to protect SWBT's equipment and ensure network reliability.
- 6.3.4 The Completion Interval will consist of SWBT's estimate of the amount of time required for it to prepare the Collocated Space to comply with ALLTEL's collocation application.
- 6.4 SWBT's price quotation will be calculated using a Missouri PSC approved forward-looking TELRIC cost methodology for recurring and nonrecurring charges, subject to true-up upon job completion. SWBT's price quotation will be sufficient to cover SWBT's reasonable costs and will be no greater than necessary for SWBT to earn a reasonable profit. ALLTEL will have 65 calendar days to accept or reject the price quotation. Upon acceptance, ALLTEL may ask the State Commission to review any of SWBT's charges for conformity with the above standards. However, ALLTEL remains committed to occupy the space regardless of the Commission's decision concerning pricing.
- 6.5 Prior to any obligation for ALLTEL to accept or reject SWBT's price quotation, SWBT will permit ALLTEL to inspect the Collocated Space to determine its suitability for ALLTEL's intended uses. Such inspection shall be made with a SWBT employee escort, the cost of which will be billed to ALLTEL at SWBT's then current loaded labor rate for a first level management employee. Subject to an appropriate non-disclosure agreement, SWBT will permit ALLTEL to review the construction plans as they exist at that time and to inspect supporting documents for the Preparation Charge, including the Common Charge, the Collocated Space Charge, and any Custom Work charge. During this review, ALLTEL may request changes to the plans for the Collocated Space and to the extent possible, SWBT will incorporate the changes into the construction plans and the associated charges.
- 6.6 SWBT's price quotation will constitute a firm offer that ALLTEL may accept in writing within sixty-five (65) days of ALLTEL's receipt of the price quotation, subject only to the true-up procedure specified in Section 8.8 below. SWBT will not reserve the Collocated Space for ALLTEL during this sixty-five day period. If ALLTEL does not

accept the price quotation in writing within sixty-five (65) days of ALLTEL 's receipt of the price quotation, the price quotation will be automatically rescinded. Within thirty business days following acceptance, payment will be made pursuant to paragraphs 7.2 and 7.3. Failure to make such payment will be deemed a withdrawal of ALLTEL 's acceptance.

- 6.7 ALLTEL may better SWBT's quoted Collocated Space Charge or quoted Completion Interval for the collocated space by subcontracting the preparation of the Collocated Space with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. ALLTEL will be responsible for the cost of its own contractors; SWBT will adjust the Preparation Charge to account for ALLTEL 's provision of its own contractors.

7.0 Preparation of the Collocated Space

- 7.1 SWBT agrees, at ALLTEL 's sole cost and expense as set forth herein, to prepare the Collocated Space in accordance with working drawings and specifications prepared by SWBT. The preparation will be arranged by SWBT in compliance with all applicable codes, ordinances, resolutions, regulations and laws. Only after ALLTEL has made the initial payments required by Sections 7.2 and 7.3, SWBT will pursue diligently the preparation of the Collocated Space for use by ALLTEL .
- 7.2 Prior to any obligation on SWBT to start any preparation of the Collocated Space, ALLTEL will pay SWBT fifty percent (50%) of the Collocated Space Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for ALLTEL (Custom Work). The remainder of the Collocated Space Charge and any Custom Work charge are due upon completion and prior to occupancy by ALLTEL . ALLTEL also has the option of submitting a surety bond to cover these charges, in lieu of a check.
- 7.3 In addition and prior to any obligation on SWBT to start any preparation of the Eligible Structure for physical collocation, ALLTEL will pay SWBT fifty percent (50%) of the Common Charge. The other fifty percent (50%) of the Common Charge is due upon completion and prior to occupancy by ALLTEL . SWBT shall not permit ALLTEL to have access to the Dedicated Collocation Space for any purpose other than inspection during construction of ALLTEL 's dedicated physical collocation space until SWBT is in receipt of complete payment of the Preparation Charge and any Custom Work charges. ALLTEL also has the option of submitting a surety bond to cover these charges, in lieu of a check.
- 7.4 INTENTIONALLY LEFT BLANK.

- 7.5 SWBT will provide costs for the preparation of the collocated space. SWBT will allow ALLTEL to evaluate those costs and make a decision as to whether ALLTEL wishes to obtain their own contractor for the preparation of the collocated space.
- 7.6 SWBT will contract for or perform the preparation of the working drawings and specifications for the modification of the Eligible Structure and the preparation of the Collocated Space. Prior to SWBT commencing any construction or preparation activities on the collocated space, SWBT will provide copies of the working drawings and specifications to ALLTEL, and ALLTEL must approve these working drawings and specifications within seven days of receipt. Upon ALLTEL's request, SWBT will modify the working drawings and specifications in accord with ALLTEL's requested alterations. SWBT will provide copies of the modified working drawings and specifications to ALLTEL and ALLTEL must approve these modified working drawings and specifications within seven days of receipt. The Completion Interval will be abated between SWBT's provision of the working drawings and specifications to ALLTEL and ALLTEL's approval of those working drawings and specifications.
- 7.7 ALLTEL may better SWBT's bids by subcontracting the preparation of the Collocated Space with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. ALLTEL will be responsible for the cost of its own contractors; SWBT will adjust the Preparation Charge to account for ALLTEL's provision of its own contractors.
- 7.8 Except for construction and preparation activities performed by ALLTEL's own contractors, SWBT or SWBT's subcontractors will perform the construction and preparation activities underlying the Preparation Charge, including the Common Charge, the Collocated Space Charge, and the Subcontractor Charges, and any Custom Work charges, using same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure.
- 7.9 SWBT will provide to ALLTEL ordinary construction documentation submitted to and received from contractors or its internal engineering or installation work force, including but not limited to as-built drawings, for any work related to construction of the Collocated Space.
- 7.10 SWBT will permit ALLTEL to inspect the ongoing preparation of the Collocated Space at regular intervals. At a minimum, SWBT will permit ALLTEL to inspect the Collocated Space when construction is approximately 25% completed, when construction is approximately 50% completed, and when construction is approximately 75% completed. During such inspections, ALLTEL shall be escorted by a SWBT employee to be charged to ALLTEL at the loaded labor rate of a first line management employee.

Should ALLTEL 's inspections reveal that SWBT or SWBT's subcontractors have deviated from the approved working drawings and specifications in the construction of the Collocated Space, SWBT will correct those deviations as soon as reasonably practicable.

- 7.11 SWBT will notify ALLTEL when construction of the Collocated Space is 50% completed. SWBT will confirm its Completion Interval, if possible; otherwise SWBT will notify ALLTEL of all jeopardies that could delay the preparation of the Collocated Space.
- 7.12 Except as provided below, SWBT will exercise due diligence to prepare the Collocated Space in a reasonable time period, not to exceed three months from ALLTEL 's acceptance of SWBT's price quotation, unless otherwise mutually agreed to in writing by ALLTEL and SWBT. In the event that SWBT is not able to prepare the Collocated Space within the quoted Completion Interval, SWBT will provide ALLTEL with a revised Completion Interval within seven (7) working days after SWBT ascertains that the original Completion Interval cannot be met. If the revised Completion Interval is objectionable to ALLTEL , and the parties cannot resolve ALLTEL 's objection, the issue may be presented to the State Commission for review. Alternatively, if the revised Completion Interval is objectionable to ALLTEL , ALLTEL may individually subcontract the further preparation of the Collocated Space with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. ALLTEL will be responsible for the cost of its own contractors; SWBT will, however, reduce the Preparation Charge by ALLTEL 's cost of providing its own contractors.

SWBT will complete construction of all Active Central Office Switchroom Space requests for shared and cageless collocation in 90 days from the receipt of ALLTEL 's acceptance of the quotation.

Unless otherwise mutually agreed to by the Parties in writing, where power does not exist or in Other Central Office Space, SWBT will complete construction of requests for shared or cageless collocation within 180 days from receipt of ALLTEL 's acceptance of the quotation.

SWBT will provide ALLTEL reduced intervals for augments to interconnection and/or power arrangements into its existing physical collocation space. ALLTEL must submit to SWBT's Interexchange Carrier Service Center (ICSC) a completed application for a Subsequent Job. For the reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Engineering Design Charge. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for ALLTEL 's point of termination. Unless mutually agreed to, reduced intervals for augments to interconnection and/or power arrangements, where

sufficient power infrastructure is available, shall be provided within (60) days after acceptance of the quote. Other augments requiring additional bay spaces, SWBT bays, SWBT cable racks, cage expansions and/or power requests that exceed existing power infrastructure, within Active Central Office space will have a construction interval mutually agreed upon between ALLTEL and SWBT, not to exceed 90 days.

- 7.13 If SWBT is not able to prepare the Collocated Space within the quoted Completion Interval, SWBT will be liable to ALLTEL for liquidated damages in the amount of \$1,000.00 for each day between the expiration of the quoted Completion Interval and the completion of the Collocated Space. This provision is subject to the Force Majeure clause in Paragraph 13 of the General Terms and Conditions of this Agreement.
- 7.14 SWBT will notify ALLTEL within five (5) days after preparation is complete that preparation of the Collocated Space has been completed.

8.0 Occupancy of the Collocated Space

- 8.1 The "Commencement Date" for a particular Collocated Space shall be the first day after which ALLTEL has been notified that the Collocated Space is complete.
- 8.2 On or after the Commencement Date, ALLTEL will be permitted to access the Collocated Space and Eligible Structure for the limited purpose of inspecting the collocation space. At ALLTEL's request and at SWBT's expense, SWBT will correct all errors in SWBT's preparation of the Collocated Space as soon as reasonably practicable. After ALLTEL has approved both SWBT's preparation of the Collocated Space, and paid all applicable charges in accordance with paragraph 7.3, ALLTEL may occupy the Collocated Space and shall have access to the space 24 hours per day, 7 days per week, without a security escort of any kind or any delay, but subject to reasonable security measures as provided in Section 4.3.
- 8.3 SWBT will provide a drawing that details the layout of a POTS frame provided by SWBT, if any, at the time of completion of the collocated space.
- 8.4 SWBT will provide ALLTEL, at the time of the price quotation, sufficient detailed information that will enable ALLTEL to determine the amount of cable required to reach from the SWBT designated manhole to ALLTEL's collocated space within the Eligible Structure.
- 8.5 Unless there are unusual circumstances, ALLTEL must place telecommunications equipment in the Collocated Space within sixty (60) days after ALLTEL is permitted to occupy the Collocated Space under Sections 8.1 and 8.2 above, provided, however, that this sixty (60) day period will not begin until the price quotation is approved by the Commission. If ALLTEL fails to comply with this requirement, SWBT may offer the Collocated Space to another collocater provided, however, that SWBT may extend an

additional ninety (90) days to ALLTEL upon a demonstration by ALLTEL that it exercised its best effort to comply with this requirement and that circumstances beyond ALLTEL's reasonable control that prevented ALLTEL from complying with this requirement.

8.6 Beginning on the first date of occupancy of the Collocated Space, ALLTEL will pay the Monthly Charge to SWBT for each month that ALLTEL occupies the Collocated Space. The Monthly Charge may be increased upon thirty (30) days' notice by SWBT.

8.7 In the event that ALLTEL cancels a request for Collocated Space or fails to occupy a Collocated Space in the time provided under Section 8.5 above, then in addition to any other remedies that SWBT might have, ALLTEL will owe to SWBT its reasonable non-recoverable costs less estimated net salvage and less the amounts already paid to SWBT. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; true-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. If the amounts already paid to SWBT plus the estimated net salvage exceed SWBT's reasonable nonrecoverable costs, SWBT will refund to ALLTEL the excess amount within thirty (30) days of the cancellation of the request. SWBT will provide to ALLTEL's third party accounting firm under a nondisclosure agreement a detailed invoice itemizing its non-recoverable costs.

8.8 Within one hundred twenty (120) days of the completion date of the Collocated Space, SWBT will perform a true up of all Subcontractor Charges using the actual amounts billed by subcontractors. Any amounts incurred above the Subcontractor Charges will be billed to ALLTEL or, alternatively, any amount below such Charges will be remitted to ALLTEL.

9.0 Billing and Payment of Collocation Charges

9.1 Billing shall occur on or about the 25th day of each month with payment due thirty (30) days from the bill date. Payment of a bill does not waive ALLTEL's right to dispute the charges contained therein.

9.2 Charges for interconnection shall be as set forth in any interconnection agreement between SWBT and ALLTEL and in any applicable tariffs.

10.0 Relocation of Collocated Space

10.1 In the event that SWBT determines it necessary for the Collocated Space to be moved within an Eligible Structure or to another Eligible Structure, ALLTEL is required to do so. In such an event, ALLTEL shall be responsible for the preparation of the new Collocated Space at the new location if such relocation arises from circumstances beyond

the reasonable control of SWBT, including condemnation or government order or regulation that makes the continued occupancy of the Eligible Structure uneconomical or when an unsafe or hazardous condition makes abandonment of a central office necessary. Otherwise SWBT shall be responsible for any such preparation and will bear all SWBT and ALLTEL costs associated with the preparation and relocation. If Collocated Space is relocated under this Section 10.1, SWBT and ALLTEL will cooperate to insure that ALLTEL will not experience out of service conditions beyond reasonable cutover intervals while collocated equipment is relocated, reconnected, and tested. SWBT will not be required to maintain a building strictly for the purposes of providing collocation.

- 10.2 In the event that ALLTEL requests that the Collocated Space be moved within an Eligible Structure or to another Eligible Structure, SWBT shall permit ALLTEL to relocate the Collocated Space, subject to the availability of space. ALLTEL shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocated Space and the new Eligible Structure as applicable.

11.0 Fiber Optic Cable and Demarcation Point

- 11.1 ALLTEL may use single mode fire retardant dielectric fiber optic cable as a transmission medium, or other technically appropriate media as may be approved by SWBT. Said approval shall not be unreasonably withheld. ALLTEL may use copper cable or coaxial cable if ALLTEL can demonstrate to the PSC that interconnection of copper or coaxial cable will not impair SWBT's ability to serve its own customers or other collocators. ALLTEL may use microwave transmission facilities as a transmission medium to the Eligible Structure where Collocated Space is located, except where microwave transmission facilities are not practical for technical reasons or because of space limitations in which case virtual collocation of such facilities is required where technically feasible. SWBT shall provide an interconnection point or points, physically accessible by both SWBT and ALLTEL, at which the fiber optic cable carrying ALLTEL's circuits can enter SWBT's premises, provided that SWBT shall designate interconnection points as close as reasonably possible to SWBT's premises. SWBT will provide at least — but not more than — two separate points of entry to the Eligible Structure wherever there are at least two entry points for SWBT's cable facilities and at which space is available for new facilities in at least two of those entry points. Where such space is not immediately available, if SWBT makes additional entry points available for SWBT's use, SWBT will size such separate points of entry to accommodate ALLTEL's use of such entry points. In each instance, where SWBT performs such work in order to accommodate its own needs and those specified by ALLTEL's written request, ALLTEL and SWBT will share the costs of sizing the entry points incurred by SWBT by prorating those costs using the number of cables to be placed in the entry point by each of the two parties in the first twelve (12) months thereafter.

- 11.2 ALLTEL and SWBT agree that the demarcation point between SWBT's network and ALLTEL's network for interconnection and access to unbundled network elements will be within ALLTEL's Collocated Space unless requested otherwise by ALLTEL in which case SWBT shall designate the point(s) of termination within the Eligible Structure. Both ALLTEL and SWBT are responsible for equipment maintenance and other ownership obligations and responsibilities on their side of that demarcation point.

12.0 Technical Requirements

- 12.1 Other than reasonable security restrictions, SWBT will place no restriction on access to the ALLTEL Collocated Space by ALLTEL's employees and designated agents. Such space will be available to ALLTEL employees and designated agents twenty-four (24) hours per day each day of the week. SWBT may require ALLTEL's employees to undergo the same level of security training, or its equivalent, that SWBT's own employees, or third party contractors providing similar functions must undergo; provided that SWBT may not require ALLTEL's employees to receive such training from SWBT itself, but must provide information to ALLTEL on the specific type of training required so ALLTEL's employees can conduct their own training.
- 12.2 Subject to the other provisions hereof, ALLTEL may collocate the amount and type of telecommunications equipment necessary in its Collocated Space for access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to Section 4.2 hereof, other collocators. All ALLTEL equipment placed in the Collocated Space will conform to the equipment standards set forth in this Agreement and be operated in a manner not inconsistent with SWBT's network. Except as provided herein or as otherwise agreed in writing by the Parties, ALLTEL shall only collocate and use equipment as allowed by applicable law. Where space permits and for the purposes set forth in this Section 12.2, SWBT shall allow ALLTEL to locate remote switching module equipment in the Collocated Space if the Collocated Space is within a SWBT central office or tandem office; provided, however, that SWBT shall have no requirement to provide remote switching module equipment on a virtual collocation basis. No power-generating or external power-storage equipment, but in no event lead acid batteries, shall be placed in the Collocated Space. The point of termination (POT) bay will be located inside the caged area, equipped and cabled as requested by ALLTEL to minimize cable additions on an ongoing basis.
- 12.3 SWBT shall permit the collocation of any type of equipment used or useful for interconnection or access to unbundled network elements. Whenever SWBT objects to collocation of equipment by ALLTEL for the purposes within the scope of section 251(c)(6) of the Act, SWBT shall prove to the state commission that the equipment will not be actually used by ALLTEL for the purpose of obtaining interconnection or access to unbundled network elements. SWBT may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SWBT applies to its

own equipment. SWBT may not object to the collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications performance standards. If SWBT denies collocation of ALLTEL 's equipment, citing safety standards, it must provide to ALLTEL within five business days of the denial a list of all equipment that SWBT locates within the premises in question, together with an affidavit attesting that all of the equipment installed since January 1, 1998 meets or exceeds the safety standard that SWBT contends ALLTEL 's equipment fails to meet and that neither SWBT nor any affiliated company is using the denied equipment within that Eligible Structure. Equipment used for interconnection and access to unbundled network elements includes, but is not limited to:

- 1) Transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and
- 2) Equipment being collocated to terminate basic transmission facilities pursuant to § 66.1401 and 64.1402 of Chapter 47 of the CFR as of August 1, 1996.
- 3) Digital subscriber line accesses multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules.

Nothing in this Agreement requires SWBT to permit collocation of equipment used solely for switching or solely to provide enhanced services; provided, however, that SWBT may not place any limitations on the ability of ALLTEL to use all the features, functions, and

capabilities of equipment collocated pursuant hereto, including, but not limited to, switching and routing features and functions and enhanced services functionalities.

SWBT shall permit ALLTEL to collocate equipment and connect such equipment to unbundled network transmission elements obtained from SWBT and shall not require ALLTEL to bring its own transmission facilities to SWBT's premises in which it seeks to collocate equipment.

- 12.4 Subject to the other provisions hereof, including Section 14.1, ALLTEL may select its own vendors for all required engineering and installation services associated with its collocated equipment. SWBT will not require ALLTEL to use SWBT's internal engineering or installation work forces for the engineering and installation of ALLTEL 's collocated equipment.
- 12.5 SWBT will provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for ALLTEL 's space and equipment using the same standards that SWBT uses for those elements for its own similar space and equipment, or using other standards to which ALLTEL and SWBT may agree in writing.

- 12.6 Where security will permit, and where available, SWBT will provide access to eyewash stations, shower stations, bathrooms, and drinking water within the Eligible Structure. Whenever possible, SWBT will design Collocated Space to allow for such access on a twenty-four (24) hour per day, seven (7) day per week basis.
- 12.7 SWBT will provide transmission and power cabling diversity to the Collocated Space under the same guidelines then used for diversity cabling for SWBT within the Eligible Structure. On a custom work order basis, SWBT will consider ALLTEL 's special cabling needs and will implement them where possible.
- 12.8 SWBT will notify ALLTEL prior to the scheduled start dates of all construction activities (including power additions or modifications) in the general area of ALLTEL 's Collocated Space with potential to disrupt ALLTEL 's services. If possible, SWBT will provide such notification to ALLTEL at least fourteen (14) days before the scheduled start date of such construction activity. SWBT will inform ALLTEL as soon as practicable by telephone of all emergency-related activities that SWBT or its subcontractors are performing in the general area of the ALLTEL Collocated Space, or in the general area of the AC and DC power plants which support ALLTEL equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that ALLTEL may take reasonable actions necessary to protect ALLTEL 's Collocated Space.
- 12.9 SWBT will comply with all federal and state laws regarding environmental, health and safety issues as applicable to SWBT. SWBT is required to provide ALLTEL a copy of any environmental, health and safety questionnaires that SWBT has previously completed or is required to complete in the future for its own purposes.

13.0 Use of Collocated Space

- 13.1 The Dedicated Collocation Space is to be used by ALLTEL for purposes of collocating equipment and facilities within SWBT's Eligible Structure for interconnection with SWBT's network, pursuant to 47 U.S.C. 251(c)(2) and subject to Section 4.2, interconnection to other collocators, and for obtaining access to SWBT's unbundled network elements, pursuant to 47 U.S.C. 251(c)(3). Consistent with the nature and the environment of the Eligible Structure and Collocated Space, ALLTEL shall not use the Collocated Space for office, retail, or sales purposes. No signage or markings of any kind by ALLTEL shall be permitted on the Eligible Structure or on the SWBT grounds surrounding the Eligible Structure. ALLTEL may, however, place signage and markings on the inside of its Collocated Space.

ALLTEL shall not have access to SWBT's Main Distribution Frame or Intermediate Distribution Frame, DSXs, DCS, or any other SWBT equipment or facilities not specifically designated by SWBT for ALLTEL access.

- 13.2 ALLTEL will list all of its equipment and facilities that will be placed within the Collocated Space, with the associated power requirements, floor loading, and heat release of each piece on the "Physical Collocation Application Form." ALLTEL warrants that this list is complete and accurate. Any incompleteness or inaccuracy may be a material breach of the particular physical collocation arrangement to which that list was associated. ALLTEL shall not place or leave any equipment or facilities within the Collocated Space beyond those listed on the Physical Collocation Application Form.
- 13.2.1 Except as may be required by law, including state and federal regulations, the foregoing imposes no obligation upon SWBT to purchase additional plant or equipment, relinquish used or forecasted space or facilities, or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.
- 13.3 ALLTEL may use the Collocated Space for placement of equipment and facilities only. ALLTEL's employees, agents and contractors shall be permitted access to the Collocated Space at all times, provided that ALLTEL's employees, agents and contractors comply with SWBT's policies and practices pertaining to fire, safety and security. ALLTEL agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Collocated Space. Upon ALLTEL's termination of the use of the Collocated Space, ALLTEL shall surrender the Collocated Space to SWBT, in the same condition as when first occupied by ALLTEL, ordinary wear and tear excepted.
- 13.4 ALLTEL equipment or operating practices representing a significant demonstrable technical threat to SWBT's network or facilities, including the Eligible Structure, are strictly prohibited.
- 13.5 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in Collocated Space shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those facilities or to the Eligible Structure; impair the privacy of any communications carried in, from, or through the Eligible Structure; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events in this Section may be a material breach of the particular physical collocation arrangement.
- 13.6 Subject to this Appendix, ALLTEL may place or install in or on the Collocated Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by ALLTEL in the Collocated Space shall not become a part of the Collocated Space, even if nailed, screwed otherwise fastened to the Collocated Space, but shall retain their status as personality and may be removed by ALLTEL at any time. Any damage caused to the Collocated Space by the removal of such property shall be promptly repaired by ALLTEL at its expense.

- 13.7 In no case shall ALLTEL or any person purporting to be acting through or on behalf of ALLTEL make any rearrangement, modification, improvement, addition, repair, or other alteration to Collocated Space or the Eligible Structure without the advance written permission and direction of SWBT, which permission and direction will not be unreasonably withheld. SWBT will consider a modification, improvement, addition, repair, or other alteration requested by ALLTEL, provided that SWBT will have the right to reject or modify any such request to the extent permitted by law. The cost of any such construction shall be paid by ALLTEL in accordance with SWBT's then-standard custom work order process.

14.0 Standards

- 14.1 This Appendix and the physical collocation provided hereunder is made available subject to and in accordance with the standards set forth in (i) Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE), as may be amended at any time and from time to time, and any successor documents; (ii) SWBT's Emergency Operating Procedures, as may be amended from time to time; and (iii) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. ALLTEL shall strictly observe and abide by the standards set forth in each; SWBT shall strictly observe and abide by the standards set forth in SWBT's Emergency Operating Procedures and the statutory and/or regulatory requirements referenced above. ALLTEL acknowledges the standards set forth in SWBT's publications entitled "Interconnector's Technical Publication for Physical Collocation" dated February 1997 and "Technical Publication 76300, Installation Guide," and ALLTEL will follow those publications, except as those publications are modified by this Appendix. In the event of any inconsistency between this Appendix and SWBT's "Interconnector's Technical Publication for Physical Collocation" and "Technical Publication 76300, Installation Guide," and any revision of the foregoing publications (whether or not objected to by ALLTEL), this Appendix will control.
- 14.2 The Parties have already resolved ALLTEL's objections to any of the provisions in SWBT's "Interconnector's Technical Publication for Physical Collocation," "Technical Publication 76300, Installation Guide," or SWBT's Emergency Operating Procedures.
- 14.3 Any revision to SWBT's Technical Publication for Physical Collocation, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Appendix thirty (30) days after such revision is released by SWBT. At ALLTEL's discretion, ALLTEL may pursue objections to these revisions informally with SWBT or with the State Commission, or may invoke the applicable dispute resolution provisions of this Agreement. Notwithstanding the foregoing, any revision made to address situations potentially harmful to SWBT's network, the Eligible

Structure, or the Collocated Space, or to comply with statutory and/or regulatory requirements shall become effective immediately. SWBT will immediately notify ALLTEL of any such revisions, and ALLTEL may object to those revisions in the manner and with the effect specified in this section 14.3.

- 14.4 ALLTEL warrants and represents that all equipment or facilities placed in an Eligible Structure shall be in compliance with this Appendix.

15.0 Responsibilities of the Parties

- 15.1 ALLTEL and SWBT each are responsible for providing to the other's personnel a contact number for technical personnel who are reasonably accessible 24 hours a day, 7 days a week and who are knowledgeable regarding the technical implementation of the collocation provided for in the particular Eligible Structure.
- 15.2 ALLTEL and SWBT are each responsible for providing trouble report upon request from the other.
- 15.3 ALLTEL is responsible for bringing the transmission media permitted by Section 11.1 to the points of entry to the Eligible Structure designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the ALLTEL -provided cable through the cable vault to the Dedicated Collocated Space. The cost of extending the cable to the Dedicated Collocation Space will be identified in the estimated price quotation. SWBT shall base the cost upon the loaded labor rate multiplied by the number of work hours required to perform the task and other charges that may be appropriate and specific to the work project in question.
- 15.4 Upon reasonable notice to SWBT, SWBT will fully extend the ALLTEL -provided cable through the cable vault to the Collocated Space on the same day that ALLTEL brings the ALLTEL -provided cable to the points of entry to the Eligible Structure designated by SWBT. While performing this operation, SWBT will be liable for any damage to the ALLTEL -provided cable that results from the placing operation. As used in this section, "same day" means same business day, provided that ALLTEL makes cables available at the points of entry to the Eligible Structure designated by SWBT by noon; otherwise, "same day" means the same time that the cable is made available on the next business day.
- 15.5 ALLTEL is responsible for removing any equipment, property or other items that it brings into the Dedicated Collocated Space or any other part of the Eligible Structure. If ALLTEL fails to remove any equipment, property, or other items from the Dedicated Collocated Space within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge ALLTEL on a time and materials basis applicable to

custom work. Further, in addition to the other provisions herein, ALLTEL shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.

- 15.6 ALLTEL is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities used by ALLTEL in the Dedicated Collocated Space. ALLTEL will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Dedicated Collocated Space: (a) its fiber optic, coaxial, or copper cable(s), as applicable; (b) its equipment; (c) optional point of termination cross connects in its Dedicated Collocation Space or the optional POT Frame/cabinet located in the collocation common area except if on SWBT's equipment; (d) any requested dedicated point of termination maintenance, including replacement of fuses and circuit breaker restoration, to the extent such fuses and circuit breakers are within ALLTEL's Dedicated Collocation Space or in the optional POT Frame/cabinet located in the collocation common area if and as required; (e) the connection cable and associated equipment which may be required within the Dedicated Collocation Space to or in the optional POT Frame/cabinet located in the collocation common area to the point(s) of termination of that cable within ALLTEL's Dedicated Collocation Space; and (f) any power cables required beyond the SWBT provided Collocation Interconnection Power Panel (CIPP) to ALLTEL's equipment. SWBT must always engineer, furnish and install the Collocation Interconnect Power Panel (CIPP) within ALLTEL -provided equipment bay, the associated power cables to the CIPP from the SWBT provided power distribution source and terminate and test the power cables. The CIPP will be placed within ALLTEL -provided equipment bay in a location within the bay as designated by ALLTEL.
- 15.7 ALLTEL and SWBT each are responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade the other's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.
- 15.8 ALLTEL and SWBT are each responsible for coordinating with the other to ensure that services are installed in accordance with the service request.
- 15.9 ALLTEL is responsible for testing to identify and clear a trouble when the trouble has been isolated to a ALLTEL -provided facility or piece of equipment. SWBT is responsible for testing to identify and clear a trouble when the trouble has been isolated to an SWBT-facility or piece of equipment.
- 16.0 **Services, Utilities, Maintenance, and Facilities**
- 16.1 SWBT shall maintain for the Eligible Structure customary building services and utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day. ALLTEL shall be permitted a single-line business telephone service for the Collocated

Space. If technically feasible for ALLTEL in the Collocated Space, ALLTEL may provide its own telephone service; otherwise, SWBT will provide that service subject to applicable SWBT tariffs. Upon ALLTEL's request, such SWBT service shall be available at the ALLTEL Collocated Space on the day that the space is turned over to ALLTEL by SWBT.

- 16.2 SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for ALLTEL's equipment, in the same manner that it provides such support items for its own equipment within its Eligible Structures. ALLTEL is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example, rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support ALLTEL Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and SWBT's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to SWBT's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. All necessary Power will be supplied on a timely basis. A physical collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to ALLTEL. The use of at least one Collocation Interconnect Power Panel (CIPP) will be required with each application. This panel will provide a location for DC power terminations in all physical collocation arrangements. This panel will reside within one of ALLTEL's equipment bays within their designated space.
- 16.3 SWBT shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by ALLTEL to access the Collocated Space.
- 16.4 SWBT agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state, or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocated Space.

17.0 Quiet Enjoyment

- 17.1 Subject to the other provisions of this Appendix, SWBT covenants that it has full right and authority to permit the use of the Collocated Space by ALLTEL and that, so long as ALLTEL performs all of its obligations under this Appendix, ALLTEL may peaceably and quietly enjoy the Collocated Space during the term of this Appendix.

18.0 Assignment

- 18.1 ALLTEL may permit, with the written approval of SWBT any third party to jointly occupy ALLTEL's Collocated Space for the purposes of interconnecting with the SWBT network and/or UNEs. Such approval of SWBT will not be unreasonably withheld. In

such instance, ALLTEL will retain its obligation to pay a monthly charge to SWBT for the Collocated Space. ALLTEL may interconnect with other collocators at the same Eligible Structure, in accord with Section 4.2 above.

19.0 Casualty Loss

- 19.1 If the Collocated Space is damaged by fire or other casualty, and the Collocated Space is not rendered untenable in whole or in part, SWBT shall repair the Collocated Space at its expense (as hereafter limited) and the Monthly Charge will not be abated.
- 19.2 If the Collocated Space is damaged by fire or other casualty, and the Collocated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within a reasonable time, SWBT has the option to repair the Collocated Space at its expense (as hereafter limited) and the Monthly Charge shall be abated while ALLTEL is deprived of use of the Collocated Space. If the Collocated Space cannot be repaired within a reasonable time, or SWBT opts not to rebuild, then the collocation arrangement with respect to that Collocated Space will terminate. Upon ALLTEL's written request, SWBT will provide to ALLTEL a comparable suitable collocation arrangement at another mutually agreeable location.
- 19.3 Any obligation on the part of SWBT to repair the Collocated Space shall be limited to repairing, restoring, and rebuilding the Collocated Space as prepared by SWBT for ALLTEL and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by ALLTEL or by SWBT on request of ALLTEL; or any fixture or other equipment installed in the Collocated Space by ALLTEL or by SWBT on request of ALLTEL. The limitation contained in this section will not apply to any damage resulting from intentional misconduct or a negligent act or omission by SWBT, its employees, or agents.
- 19.4 In the event that an Eligible Structure is so damaged by fire or other casualty that closing, demolition, or substantial alteration or reconstruction of that Eligible Structure shall be advisable in SWBT's opinion, then, notwithstanding that any particular Collocated Space in the same Eligible Structure may not be damaged, SWBT, at its option, may terminate the collocation arrangement with respect to a Collocated Space in the same Eligible Structure by giving ALLTEL ten (10) days prior written notice within thirty (30) days following the date of such occurrence.

20.0 Re-entry

- 20.1 If ALLTEL materially breaches any of its obligations under this Appendix with respect to a particular Collocated Space, and the breach shall continue for forty-five (45) days after ALLTEL's receipt of written notice of breach, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess that particular Collocated Space, expel ALLTEL and any person or entity claiming under ALLTEL, remove

ALLTEL 's property, forcibly if necessary, and terminate the collocation arrangement with respect to that particular Collocated Space, without prejudice to any other remedies SWBT might have. SWBT must notify ALLTEL by facsimile that it has repossessed a Collocated Space within twenty-four (24) hours of its repossession of that Collocated Space. Thereafter, until the breach is cured or otherwise resolved by the parties, SWBT may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space by ALLTEL in the Eligible Structure where that Collocated Space is located.

- 20.2 If ALLTEL is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess any and all Collocated Spaces, expel ALLTEL and any person or entity claiming under ALLTEL, remove ALLTEL 's property, forcibly if necessary, and terminate all collocation arrangements with respect to those Collocated Spaces, without prejudice to any other remedies SWBT might have. SWBT must notify ALLTEL by facsimile that it has repossessed a Collocated Space within twenty-four (24) hours of its repossession of that Collocated Space. SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by ALLTEL at any time thereafter.
- 20.3 SWBT may refuse requests for additional space in Eligible Structures if ALLTEL is in material breach for forty-five days or more of this Appendix, including ALLTEL 's owing any past due charges hereunder. In any and each such event, ALLTEL hereby releases and shall hold SWBT harmless from any duty to negotiate with ALLTEL or any of its affiliates for any additional space or physical collocations.

21.0 SWBT's Right of Access

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

22.0 Limitation of Liability

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

- 22.2 ALLTEL acknowledges and understands that SWBT may provide space in or access to its Eligible Structures to other persons or entities (Others), which may include competitors of ALLTEL ; that such space may be close to the Collocated Space, possibly including space adjacent to the Collocated Space and/or with access to the outside of the Collocated Space; and that any cage around the Collocated Space is a permeable boundary that will not prevent the Others from observing or even damaging ALLTEL 's equipment and facilities.

23.0 Indemnification

- 23.1 Indemnification provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions Portion of the Agreement.

24.0 Dispute Resolution

- 24.1 Except as otherwise provided herein, all disputes arising under this Appendix will be resolved in accordance with the dispute resolution procedures set forth in the General Terms and Conditions portion of this Agreement.

25.0 Insurance

- 25.1 ALLTEL shall, at its sole cost and expense procure, maintain, pay for and keep in force the insurance coverage specified below and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance rating of A+VII or better, and which are authorized to do business in the state of Missouri. SWBT shall be named as an ADDITIONAL INSURED on ALLTEL 's general liability policy. ALLTEL may meet the insurance coverage requirements specified below utilizing its captive insurer or by establishing that it is authorized under the laws of the state of Missouri to self-insure for any of the coverage requirements specified below.

- 25.2 ALLTEL shall maintain Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of \$1,000,000. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.

25.3 ALLTEL shall maintain, if use of an automobile is required or if ALLTEL is provided or otherwise allowed parking space by SWBT in connection with this Appendix, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. ALLTEL hereby waives its rights of recovery against SWBT

for damage to ALLTEL 's vehicles while on the grounds of the Eligible Structure and ALLTEL will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of ALLTEL 's employees, contractors, invitees, licensees or agents.

- 25.4 ALLTEL shall maintain Workers' Compensation insurance with benefits afforded in accordance with the laws of the state of Missouri.
- 25.5 ALLTEL shall maintain Employer's Liability insurance with minimum limits of \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease per employee and \$500,000 for bodily injury by disease policy aggregate.
- 25.6 ALLTEL shall maintain Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
- 25.7 ALLTEL shall maintain all Risk Property coverage on a full replacement cost basis insuring all of ALLTEL 's personal property situated on or within the Eligible Structure or the Collocated Space. ALLTEL releases SWBT from and waives its right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to ALLTEL or located on or in the space at the instance of ALLTEL by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk property insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on ALLTEL 's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of ALLTEL against SWBT for damage to ALLTEL 's fixtures or personal property are hereby waived.
- 25.8 SWBT has no liability for loss of profit or revenues should an interruption of service occur.
- 25.9 The limits set forth above may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT Eligible Structures.
- 25.10 All policies purchased by ALLTEL shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.
- 25.11 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of ALLTEL 's facilities or equipment remains within the Collocated Space or the Eligible Structure. If ALLTEL fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by ALLTEL .

- 25.12 ALLTEL shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Appendix. ALLTEL shall arrange for SWBT to receive thirty (30) days advance written notice from ALLTEL's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 25.13 ALLTEL must also conform to the recommendation(s) made by SWBT's Property Insurance Company, which ALLTEL has already agreed to or to such recommendations as it shall hereafter agree to. With respect to recommendations for which SWBT seeks ALLTEL's agreement, SWBT will provide ALLTEL copies of recommendations and compliance requirements by its Property Insurer for ALLTEL's review.
- 25.14 Failure to comply with the provisions of this section will be deemed a material violation of this Appendix.

26.0 Miscellaneous

- 26.1 If ALLTEL constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Appendix is joint and several.
- 26.2 This Appendix may not be modified by the Parties except by a subsequent written document executed by the Parties.
- 26.3 Whenever this Appendix requires the consent of a party, any request for such consent shall be in writing.
- 26.4 Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Appendix (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Appendix prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Appendix or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by SWBT to exercise any right, power or option, whether of the same, similar or different nature, with respect to one or more other collocators.
- 26.5 No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

- 26.6 The ALLTEL and all persons acting through or on behalf of ALLTEL shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

APPENDIX POLES, CONDUITS, AND RIGHTS-OF-WAY

MASTER AGREEMENT FOR ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

This Appendix is made by and between Southwestern Bell Telephone Company ("SWBT") and ALLTEL Communications, Inc. As provided in this Appendix, SWBT will provide ALLTEL nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and located in this state.

ARTICLE 1: PARTIES

1.01 Southwestern Bell Telephone Company. Southwestern Bell Telephone Company ("SWBT") is a corporation chartered in the State of Missouri. SWBT's principal office is located at 1010 Pine Street, St. Louis, Missouri 63101.

1.02 ALLTEL Communications, Inc. is a corporation chartered in the State of Delaware. ALLTEL's principal office is located at One Allied Drive, Little Rock, AR 72202. ALLTEL is more fully described in EXHIBIT II ("Identification of ALLTEL").

ARTICLE 2: PURPOSE OF APPENDIX

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, states that each local exchange carrier has the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. §224, as amended by the Telecommunications Act of 1996. The Missouri Public Service Commission has stated that the FCC's First Report and Order in CC Docket No. 96-98 clearly requires a utility to provide access that does not favor itself over new entrants and that nondiscriminatory access means more than requiring incumbent local exchange carriers to treat all new entrants equally. This Appendix has been drafted and shall be construed to effectuate these principles. This Appendix is intended by the parties to implement, rather than abridge, their respective rights and remedies under federal and state law.

ARTICLE 3: DEFINITIONS

3.01 Definitions in general. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

3.02 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod

and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole.

3.03 Appendix. When capitalized, the term "Appendix" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way by and between SWBT and ALLTEL.

3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Section 8.02 of this Appendix.

3.05 Authorized contractor. "Authorized contractors" are contractors selected by ALLTEL who may, subject to ALLTEL's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SWBT or persons acting on SWBT's behalf. As used in this Appendix, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on ALLTEL's behalf or other contractors who may be selected by ALLTEL to perform work on ALLTEL's behalf without SWBT's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by ALLTEL and SWBT to perform one or more of the following tasks within a specified SWBT construction district: (a) installation of those sections of ALLTEL's ducts or facilities which connect to SWBT's conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those SWBT construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SWBT construction district constitute approval of such authorized contractor for the area served by a different SWBT construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SWBT construction districts in which the work is to be performed. ALLTEL shall be considered to be an authorized contractor for all tasks specified in this section as tasks which may be performed by an authorized contractor.

3.06 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by SWBT, maintenance ducts shall not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by SWBT shall be deemed available for assignment.

3.07 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Appendix shall be construed as a grant of access to cables attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way.

3.08 Conduit. The term "conduit" refers to all conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by SWBT, including the re-entenable manholes and handholes used to connect ducts and provide access to the cables, wires, and facilities within the ducts. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from SWBT's conduit.

3.09 Conduit occupancy. The term "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other facilities within any part of SWBT's conduit system.

3.10 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" refers only to conduit systems owned or controlled by SWBT and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from SWBT's conduit.

3.11 Construction District. The term "construction district" refers to the SWBT organization responsible for outside plant construction in a specified geographic area. The term "construction district" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.

3.12 Cost/Cost-based. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

3.13 Duct. The term "duct" refers to all SWBT ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a duct is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term "duct" refers only to ducts owned or controlled by SWBT and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

3.14 Exhibit. The capitalized term "EXHIBIT" refers to one of the following exhibits to this Appendix.

EXHIBIT I: Reserved for future use.

EXHIBIT II: Identification of ALLTEL.

EXHIBIT III: Administrative Forms and Notices

SW-9433:	Pole Attachments
SW-9434:	Access Application and Make-Ready Authorization Work
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 ALLTEL
SW-9436C:	Notification of Unauthorized Attachments by ALLTEL.
EXHIBIT IV:	Insurance Requirements
EXHIBIT V:	Nondisclosure Agreement

EXHIBIT VI:	Reserved for future Notices to ALLTEL
EXHIBIT VII:	Notices to SWBT
EXHIBIT VIII:	Identification of Utility Liaison Supervisor (ULS)

3.15 Facilities. The terms "facility" and "facilities" refer to any property, equipment, or items owned or controlled by any person or entity.

3.16 FCC. The acronym "FCC" refers to the Federal Communications Commission.

3.17 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

3.18 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of SWBT's conduit system and does not refer to handholes which provide access to buried cables not housed within SWBT ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within handhole structures.

3.19 Hazardous substances. The term "hazardous substances" refers to hazardous and toxic substances, waste, pollutants, contaminants, and materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601(14), as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Appendix, including but not limited to the Occupational Safety and Health Act ("OSHA").

3.20 Interconnection agreement. The term "interconnection agreement" refers to the interconnection agreement, if any, to which this Appendix has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.

3.21 Jacket. The term "jacket" refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Appendix, the term "jacket" refers to the outermost sheath or jacket of a cable.

3.22 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with SWBT permitting it to attach its facilities to SWBT's poles or anchors or place its facilities in SWBT's conduit system.

3.23 License. The term "license" refers to a written instrument confirming that SWBT has afforded ALLTEL or another joint user access to specific space on or within a pole, duct, conduit, or right-of-way owned or controlled by SWBT in accordance with applicable federal and state laws and regulations. The term "license" includes licenses issued by SWBT pursuant to this Appendix and may, if the context requires, refer to licenses issued by SWBT prior to the date of this Appendix.

3.24 Local service provider ("LSP"). The terms "local service provider" and "LSP" refer to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Appendix, these terms include SWBT.

3.25 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used by SWBT and joint users (including ALLTEL) on a short-term basis for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including SWBT, ALLTEL, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Appendix and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Appendix. No more than one full-sized duct within any given conduit system cross-section shall be designated by SWBT as the maintenance duct. In those locations where, on the effective date of this Appendix, there is not a full-sized duct available to be used as a maintenance duct, SWBT will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from a SWBT manhole to customer premises. Maintenance ducts shall not be considered "available" (as defined in Section 3.06) for assignment to SWBT, ALLTEL, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that SWBT may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in SWBT's outside plant records. When only one usable

full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SWBT's poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of ALLTEL's facilities. Make-ready work does not include the actual installation of ALLTEL's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required to accommodate ALLTEL's facilities (as contrasted from work performed on SWBT's behalf in furtherance of SWBT's own business needs, or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of SWBT's facilities (including, but not limited to, conduits, ducts, handholes and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole or right-of-way usable for the initial placement of ALLTEL's facilities.

3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a structure similar in function to a manhole, but which is usually too small for personnel to enter. As used in this Appendix, the term "manhole" refers only to manhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within manhole structures.

3.28 Occupancy. The term "occupancy" refers to the physical presence of cables or other facilities on a pole, in a conduit or duct, or within a right-of-way.

3.29 Overlashing. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing such cable or inner duct with spinning wire over existing cable(s) and strands.

3.30 Person acting on ALLTEL's behalf. The terms "person acting on ALLTEL's behalf," "personnel performing work on ALLTEL's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on ALLTEL's behalf," "personnel performing work on ALLTEL's behalf," and similar terms specifically include, but are not limited to, ALLTEL, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by ALLTEL and its respective officers, directors, employees, agents, and representatives. An authorized contractor

selected by ALLTEL to perform make-ready work shall be deemed to be a person acting on ALLTEL's behalf while performing such work at ALLTEL's request.

3.31 Person acting on SWBT's behalf. The terms "person acting on SWBT's behalf," "personnel performing work on SWBT's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on SWBT's behalf," "personnel performing work on SWBT's behalf," and similar terms specifically include, but are not limited to, SWBT, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of SWBT and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by SWBT to perform make-ready work shall be deemed to be a person acting on SWBT's behalf while performing such work at SWBT's request.

3.32 Pole. The term "pole" refers to all SWBT poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term "pole" refers only to utility poles and anchors which are either owned or controlled by SWBT and does not include cables and other telecommunications equipment attached to pole structures.

3.33 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. §224(a)(4), the term "pole attachment" refers to "any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility." In this Appendix, except as the context otherwise requires, the term "pole attachment" refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by SWBT. The term "pole attachment" includes all such facilities attached to or supported by a SWBT pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, ALLTEL's pole attachments occupying the same usable space (or otherwise associated with facilities occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.

3.34 Pole Attachment Act. The term "Pole Attachment Act" refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.

3.35 Pre-license survey. The term "pre-license survey" refers to work and activities performed or to be performed by SWBT or by persons acting on SWBT's behalf for the primary purpose of:

(a) confirming or determining the existing availability and capacity of a pole, duct, conduit or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to ALLTEL's application;

(b) confirming or determining the extent, if any, to which modifications to SWBT's poles, ducts, conduits, or rights-of-way are required to accommodate ALLTEL's facilities;

(c) confirming or determining what make-ready work, if any, will be required to prepare SWBT's poles, ducts, conduits, or rights-of-way to accommodate ALLTEL's facilities; and

(d) estimating the costs, if any, that ALLTEL will be required to pay for any such make-ready work or facilities modifications.

3.36 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by ALLTEL or persons acting on behalf of ALLTEL for the primary purpose of enabling ALLTEL to determine:

(a) whether SWBT's poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for ALLTEL's intended use;

(b) the extent, if any, to which modifications of SWBT's poles, ducts, conduits, or rights-of-way will be proposed by ALLTEL to expand the capacity of SWBT's poles, ducts, conduits, or rights-of-way to accommodate ALLTEL's facilities; and

(c) what other make-ready work, if any, will be proposed by ALLTEL to prepare SWBT's poles, ducts, conduits, and rights-of-way to accommodate ALLTEL's facilities.

3.37 Primary point of contact. The term "primary point of contact" refers to the persons designated by ALLTEL and SWBT, respectively, to coordinate arrangements for ALLTEL's access to SWBT's poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. SWBT's designated primary point of contact shall be the Utility Liaison Supervisor unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between ALLTEL and the Utility Liaison Supervisor.

3.38 Rights-of-way. The term "rights-of-way" refers to all SWBT rights-of-way subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, rights-of-way are legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include, but are not limited to, (a) public rights-of-way authorizing SWBT to locate facilities on, under, or over public lands and roadways and (b) servitudes created by private easements or obtained through the exercise of eminent domain authority enabling SWBT to pass over, place facilities on, and have rights of ingress and egress to the land of another. Rights-of-way also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by SWBT's facilities. Except as the context otherwise requires, the term "rights-of-way" refers only to rights-of-way owned or controlled by SWBT. As used in this Appendix, the term "rights-of-way" does not include cables, telecommunications equipment, and structures (such as controlled environment vaults, huts and cabinets) buried or otherwise placed on rights-of-way.

3.39 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.

3.40 Spinning. The term "spinning" refers to a method of attaching a cable or inner-duct to a supporting strand. "Spinning" is sometimes referred to as "lashing."

3.41 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Missouri.

3.42 State Commission. The term "State Commission" refers to the Missouri Public Service Commission.

3.43 Strand. The term "strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term "strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "anchor/guy strands," "down guys," "guy strands," "pole-to-pole guys," and "messengers."

3.44 Telecommunications Act of 1996. The term "Telecommunications Act of 1996" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.

3.45 Third party. The terms "third party" and "third parties" refer to persons and entities other than the parties to this Appendix (that is, persons and entities other than ALLTEL and SWBT).

3.46 Utility Liaison Supervisor ("ULS"). The terms "Utility Liaison Supervisor" and "ULS" refer to the person or persons designated by SWBT to be responsible for handling and processing requests for access to SWBT's poles, ducts, conduits, and rights-of-way in this State. The term "ULS" connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Appendix or in the parties' interconnection agreement, the ULS shall serve as ALLTEL's single point of contact for arranging access to SWBT's poles, ducts, conduits, and rights-of-way and access to SWBT's records relating to SWBT's poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in EXHIBIT VIII.

3.47 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, SWBT's conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.

3.48 "Vicinity of ...". When used in terms such as "vicinity of SWBT's conduit system," "vicinity of SWBT's poles," "vicinity of SWBT's rights-of-way," or "vicinity of SWBT's poles, ducts, conduits, or rights-of-way," the term "vicinity of ..." includes sites on, within, near to, surrounding, or adjoining SWBT's poles, ducts, conduits, and rights-of-way. These sites include, but are not limited to, all sites within a distance of 10 feet of any SWBT pole, duct, conduit, or right-of-way.

ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

4.01 Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to SWBT poles, ducts, conduits, and rights-of-way located within this State, without regard to whether the site is located on public or private property. SWBT will provide ALLTEL and other telecommunications carriers, cable television systems, and competing providers of telecommunications services with nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and located within this State on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. §224. Separate agreements or tariffs, including other portions of the parties' Interconnection Agreement, and not this Appendix, shall govern ALLTEL's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix: (a) SWBT's central office vaults and ducts, conduits, and risers entering and exiting SWBT's central offices; (b) controlled environment vaults, huts, cabinets, and other similar outside plant structures housing SWBT's telecommunications equipment other than cables and ancillary non-terminating distribution equipment, and the ducts, conduits, and risers entering such vaults, huts, cabinets, and structures; and (c) ducts, conduits, and risers located within or entering SWBT buildings.

4.02 No Transfer of Property Rights. Nothing contained in this Appendix or any license subject to this Appendix shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Appendix and licenses subject to this Appendix shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of SWBT's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in ALLTEL any right, title, or interest in or to any real or personal property owned by SWBT, and the placement of ALLTEL's facilities on or in SWBT's poles, ducts, conduits and rights-of-way shall not create or vest in SWBT any right, title, or interest in such facilities.

4.03 No Effect on SWBT's Rights to Manage its Poles, Ducts, Conduits, and Rights-of-Way. Subject to ALLTEL's rights under this Appendix and applicable federal and state laws, rules, regulations, and commission orders, SWBT may (a) locate, relocate, move, replace, modify, maintain, and remove all poles, ducts, conduits, and rights-of-way subject to this Appendix at any time and in any manner as SWBT deems appropriate and (b) enter into new agreements or arrangements with other persons or entities permitting them to attach facilities to SWBT's poles or place facilities in or on SWBT's ducts, conduits, or rights-of-way.

4.04 Third-party Beneficiaries. Except as specifically set forth in Section 8.02(g), this Appendix does not provide and shall not be construed to provide third parties with any remedy, claim, right of reimbursement, cause of action, or other privilege.

4.05 Required Franchises, Permits, Certificates, and Licenses. This Appendix shall not be construed as relieving either party from any obligations it may have to obtain legal authority to construct, operate, maintain, repair, and remove its facilities on public or private property (including but not limited to any required franchises, permits, certificates, licenses, easements, or the like) from all appropriate public authorities and private persons or entities.

ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

5.01 Public Rights-of-Way. SWBT and ALLTEL agree that neither party has the right to restrict or interfere with the other party's access to public rights-of-way. Except as specifically provided in Section 5.03 below, SWBT and ALLTEL shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body.

5.02 Private Rights-of-Way Not Owned or Controlled by SWBT. SWBT and ALLTEL agree that neither party has the right to restrict or interfere with the other party's access to private rights-of-way not owned or controlled by SWBT. Each party shall make

its own, independent legal assessment of its right to enter upon or use the land or property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations, subject to the procedures set forth in Section 5.03 below.

5.03 Access to Associated Rights-of-Way. Each pole attachment and conduit occupancy license made under this Appendix shall include access to and use of all associated rights-of-way, including, but not limited to, rights-of-way required by ALLTEL for ingress, egress, or other access to any sites where SWBT's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of SWBT's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that SWBT has the legal authority to grant such access and use. SWBT also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter. SWBT agrees that it shall place no restrictions on ALLTEL's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those SWBT places on itself. Such access to these sites shall be provided by SWBT in an expeditious manner. This section relates only to access to the rights-of-way and not to the CEVs, huts, cabinets, and similar structures placed by SWBT on such rights-of-way. Neither this section nor any other part of this Appendix establish collocation rights with respect to CEVs, huts, cabinets, and similar structures.

(a) Although SWBT shall afford access to rights-of-way owned or controlled by it and permit ALLTEL to utilize SWBT's rights-of-way to the extent that SWBT has legal authority to do so, ALLTEL acknowledges that SWBT may not own or control certain rights-of-way to the extent necessary to permit ALLTEL full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party real estate:

- (1) ALLTEL shall first attempt to obtain right-of-way directly from the property owner.
- (2) If SWBT has legal authority to permit access by ALLTEL to a right-of-way on third-party property, SWBT will not restrict ALLTEL's use of the right-of-way.
- (3) If ALLTEL has the right of eminent domain under state law, ALLTEL shall independently attempt to obtain the right-of-way it seeks through the exercise of that right.

- (4) If ALLTEL is unable to obtain access to a right-of-way under paragraphs (1), (2), and (3) above, ALLTEL will request in writing that SWBT exercise its right of eminent domain to condemn the right-of-way for ALLTEL's use and SWBT shall respond to ALLTEL's written request within 45 days. SWBT shall exercise its right of eminent domain on ALLTEL's behalf only if permitted to do so under applicable state law, and only if ALLTEL agrees to bear all costs and expenses, including but not limited to legal fees arising out of or in connection with the condemnation proceedings.

5.04 Access to Certain Exclusive Rights-of-Way. At locations where SWBT has obtained exclusive rights-of-way from third party property owners or otherwise controls the right-of-way, SWBT shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and third parties on a nondiscriminatory, first-come, first-served basis, provided that the underlying agreement with the property owner permits SWBT to provide such access, and provided further that Applicant agrees to indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim, or liability arising out of or in connection with such access or use. Such access shall be granted, on a case-by-case basis, in the form of a license, sub-license, sub-easement, or other mutually acceptable writing. Except as otherwise agreed to by the parties, SWBT's charges for such access (obtained from SWB rather than from the third-party property owner) shall include (a) a pro rata portion of the charges (including but not limited to one-time charges and recurring charges), if any, paid by SWBT to obtain the right-of-way plus (b) a pro rata portion of any other documented legal, administrative, and engineering costs incurred by SWBT in obtaining the right-of-way and processing Applicant's request for access. Applicant's pro rata portion of the charge paid by SWBT shall be negotiated on a nondiscriminatory, case-by-case basis and shall take into account size of the area used by Applicant and the number of users occupying the right-of-way.

ARTICLE 6: SPECIFICATIONS

6.01 Compliance with Requirements, Specifications, and Standards. ALLTEL agrees that ALLTEL's facilities attached to SWBT's poles or occupying space in SWBT's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix.

6.02 Design to Minimize the Need for Access to SWBT's Poles and Conduits. The parties shall each design their facilities to minimize the need for the parties to access SWBT's poles, ducts, or conduits.

6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines SWBT applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and/or engineering practices, SWBT agrees to permit ALLTEL at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into SWBT's conduit systems. ALLTEL acknowledges that use of the above techniques will be rare and will be permitted only on a case-by-case basis, and must be performed in a manner which does not jeopardize the structural integrity of SWBT's facilities. Except as otherwise agreed to by the parties in writing, extension arms or stand-off brackets, if utilized, shall be installed as make-ready work in accordance with SWBT's specifications and at ALLTEL's expense. Once installed, extension arms and stand-off brackets shall become part of the pole and shall be owned by SWBT. Unused capacity on any such extension arms or stand-off brackets shall be deemed "available" (as defined in Section 3.07) for assignment and be considered as capacity expansion.

6.04 Published Standards. SWBT and ALLTEL agree that the following standards equally apply to either party with respect to facilities attached to or placed in SWBT's poles, ducts, conduits, and rights-of-way and further agree that facilities shall be placed, constructed, maintained, repaired, and removed in accordance with, current (as of the date when such work is performed) editions of the following publications:

(a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

(b) the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and

(c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").

6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01-6.04 above, facilities placed in SWBT's conduit system after the effective date of this Appendix shall meet the electrical design specifications set forth in this section.

(a) No facilities shall be placed in SWBT's conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in SWBT's conduit system which causes or may cause electrical interference with the facilities of the other party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either party or a joint user. If either party is notified by the other party or a

joint user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the party notified shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.

(b) Facilities placed in SWBT's conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.

(c) Facilities placed in SWBT's conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

(d) No coaxial cable shall be placed in SWBT's conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.

(e) Coaxial cable placed in SWBT's conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

(f) Neither party shall circumvent the corrosion mitigation measures of the other party or joint users.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in SWBT's conduit system following the effective date of this Appendix shall meet all of the following physical design specifications:

(a) Except as otherwise specifically agreed in this Appendix or licenses, ALLTEL's facilities shall enter SWBT's conduit system at locations consistent with the physical design specifications that SWBT applies to itself (typically through a manhole) or at such other designated locations agreed upon, in writing, (e.g. through the licensing process) by the parties in accordance with Section 6.03 (which deals with infrequent construction techniques and connectivity solutions).

(b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in SWBT's conduit or ducts.

(c) The integrity of SWBT's conduit system and overall safety of personnel require that "dielectric cable" be used within SWBT's conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmissions facility such as the facilities of a power utility.

(d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.

6.07 Efficient Use of Conduit. To ensure efficient use of conduits, SWBT will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically 3 or 4 inner ducts in a full 4-inch duct) as needed for SWBT's own business purposes and to accommodate ALLTEL and other joint users; provided, however, that SWBT shall not be required to install inner duct in anticipation of potential future requests for access by ALLTEL and other joint users. In addition, the parties shall, in accordance with SWBT's duct selection standards, install cables in inner duct when cable diameters permit.

6.08 Specifications Applicable to Connections Conduit. Except as otherwise specifically agreed in this Appendix or licenses, or as mutually agreed upon by the parties in writing, the following specifications apply to connections of ALLTEL's conduit to SWBT's conduit system:

(a) ALLTEL shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of SWBT's conduit system except as provided in this Appendix or licenses, or as mutually agreed upon by the parties in writing.

(b) Nothing contained in subsection (a) shall be construed as precluding ALLTEL or an authorized contractor from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placement and splicing of ALLTEL's cable.

(c) Where ALLTEL's duct or facility physically connects with SWBT's manhole, the section of ALLTEL's facility which connects to SWBT's manhole shall be installed by SWBT or its contractor at ALLTEL's expense (which shall be SWBT's actual costs or the price charged SWBT by the contractor). SWBT will perform this work in an interval consistent with the intervals SWBT performs the same or similar types of work for itself. If SWBT's interval for beginning or completing this work does not meet ALLTEL's needs, ALLTEL as an authorized contractor may perform the work itself or arrange for the work to be performed by an authorized contractor selected by ALLTEL from a list, jointly developed by ALLTEL and SWBT, of mutually agreed contractors

qualified to perform such work. Work performed on SWBT's facilities by an authorized contractor selected by ALLTEL to perform work under this subsection shall be performed in accordance with SWBT's standards and practices.

(d) SWBT shall have the option to monitor the entrance and exit of ALLTEL's facilities into SWBT's conduit system and the physical placement of ALLTEL's facilities in any part of SWBT's conduit system. Notice requirements for, and expenses associated with, this monitoring are addressed in Section 6.11 of this Appendix.

(e) If ALLTEL constructs or utilizes a duct connected to SWBT's conduit system, the duct and all connections between that duct and SWBT's conduit system shall be sealed to prevent the entry of gases or liquids into SWBT's conduit system. If ALLTEL's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into SWBT's conduit system.

6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. The parties contemplate that ALLTEL, its contractors, and other persons acting on its behalf will perform work for ALLTEL on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of SWBT, ALLTEL and joint users, to protect the health and safety of persons working on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way, and to protect the public at large.

(a) Neither party nor any person acting on such party's behalf shall permit any person to climb or work on SWBT's poles or in the vicinity of SWBT's poles, or enter SWBT's manholes or work within or in the vicinity of SWBT's conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.

(b) Neither party nor any person acting on such party's behalf shall permit any person acting on its behalf to perform any work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of SWBT's conduit system) are safe enough for the work to be performed. If ALLTEL or any person acting on ALLTEL's behalf determines that the condition of the pole, duct, conduit, or right-of-way is not sufficiently safe for the work to be

performed, ALLTEL shall notify SWBT of conditions at the site and shall not proceed with the work until ALLTEL is satisfied that the work can be safely performed.

(c) Neither party nor any person acting on such party's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

(d) When ALLTEL or personnel performing work on its behalf are working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, ALLTEL and all personnel performing work on ALLTEL's behalf shall follow procedures which ALLTEL deems appropriate for the protection of persons and property. ALLTEL and/or its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. ALLTEL or its designated contractor will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. ALLTEL and/or its contractors shall have sole responsibility for the safety of all personnel performing work on ALLTEL's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes.

(e) Neither party nor any persons acting on such party's behalf shall engage in any conduct which damages public or private property in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of or failure to remove its facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to exclude others from the premises or give notice to others of unsafe conditions on the premises while work performed on its behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

(f) ALLTEL shall promptly suspend activities on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way (other than sites owned or controlled by ALLTEL) if notified by SWBT that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). ALLTEL shall not resume such activities on or in the vicinity of SWBT's poles or rights-of-way until ALLTEL is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of SWBT's conduit system until both ALLTEL and SWBT are satisfied that the work may safely

proceed and that any hazardous conditions at the site have been rectified. In the event that SWBT requires ALLTEL to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, SWBT agrees to compensate ALLTEL for the cost resulting from the delay.

(g) SWBT shall promptly suspend activities on, within, or in the vicinity of its poles, ducts, or conduits if notified by ALLTEL that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions to ALLTEL's customers). SWBT shall not resume such activities on or in the vicinity of its poles until it is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of SWBT's conduit system until both ALLTEL and SWBT are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that ALLTEL requires SWBT to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, ALLTEL agrees to compensate SWBT for the cost resulting from the delay.

(h) All personnel acting on ALLTEL's behalf shall, while working on or in SWBT's poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any SWBT employee or representative, produce such identification.

(i) ALLTEL (and any person acting on ALLTEL's behalf) may report unsafe conditions on, within, or in the vicinity of SWBT's poles or conduit system to SWBT.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of SWBT's Conduit Systems. When SWBT or ALLTEL, their contractors, and other persons acting on their behalf perform work on, within, or in the vicinity of SWBT's ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

(a) Except as may be mutually agreed upon by the parties in writing, ALLTEL shall not "rod" or clear any duct or inner duct in SWBT's conduit system other than a duct or inner duct assigned to ALLTEL. Following the assignment of a specific duct or inner duct to ALLTEL, ALLTEL may request that SWBT rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, SWBT shall assign the next available duct or inner duct to ALLTEL. ALLTEL's request for assignment of the next available duct shall be in writing, may be transmitted to SWBT via fax or other transmission media mutually agreed upon by the parties, and

shall be processed within the same intervals applicable to the processing of similar requests by SWBT's own personnel.

(b) Personnel performing work within SWBT's conduit system on either party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of SWBT's conduit system.

(c) Personnel performing work within or in the vicinity of SWBT's conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

(d) All of ALLTEL's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards and any applicable construction standards adopted by SWBT and applicable to SWBT's own facilities.

(e) ALLTEL's facilities shall be plainly identified with ALLTEL's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by SWBT for its own facilities.

(f) Manhole pumping and purging required in order to allow work operations to proceed shall be performed in accordance with the requirements of Sections 6.14 and 6.15.

(g) Planks or other types of platforms shall be supported only by cable racks.

(h) Any leak detection liquid or device used by ALLTEL or personnel performing work on ALLTEL's behalf within or in the vicinity of SWBT's conduit system shall be of a type approved by SWBT and included on SWBT's then-current list of approved types of leak-detection liquids and devices; provided, however, that ALLTEL may use any type of leak detection liquid or device which meets Bellcore's published standards if SWBT has not provided ALLTEL SWBT's list of approved types of leak detection liquids or devices at least 60 days in advance of ALLTEL's work.

(i) ALLTEL and its contractors shall be responsible for providing proper ventilation while work is being performed in SWBT's conduit system on ALLTEL's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.

(j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.

(k) Artificial lighting, when required by ALLTEL, will be provided by ALLTEL. Only explosion-proof lighting fixtures shall be used.

(l) Neither SWBT nor ALLTEL nor personnel performing work on either party's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in SWBT's conduit system (including any manhole) during work operations performed within or in the vicinity of SWBT's conduit system.

(m) ALLTEL shall comply with the standards set by SWBT for its own personnel restricting the use of spark-producing tools, equipment, and devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes and other portions of SWBT's conduit system, provided that such standards have been communicated in writing to ALLTEL at least 60 days in advance of ALLTEL's work.

(n) Cable lubricants used in conduit systems shall be of a type or types approved by SWBT and included on SWBT's then-current list of approved types of cable lubricants; provided, however, that ALLTEL may use any type of cable lubricant which meets Bellcore's published standards if SWBT has not provided ALLTEL SWBT's list of approved types of cable lubricants at least 60 days in advance of ALLTEL's work.

6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SWBT's manholes and access to SWBT's conduit system.

(a) ALLTEL will notify SWBT not less than 48 hours in advance before entering SWBT's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed. As a courtesy, ALLTEL shall, when feasible, provide SWBT with 10 working days' advance notice before entering SWBT's conduit system.

(b) An authorized employee or representative of SWBT may be present at any time when ALLTEL or personnel acting on ALLTEL's behalf enter or perform work within SWBT's manhole.