

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

- 6.6.8 Immediately upon resolution of any billing dispute, SWBT and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:
- a. SWBT shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute;
 - b. within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon;
 - c. within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SWBT shall be disbursed to SWBT by the Third Party escrow agent, together with any interest accrued thereon; and
 - d. no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SWBT any difference between the amount of accrued interest SWBT received from the escrow disbursement and the amount of Late Payment Charges SWBT billed and is entitled to receive pursuant to Section 6.7 of this appendix.
- 6.6.9 Failure by the Collocator to pay any charges determined to be owed to SWBT within the time specified in Section 6.6.7 shall be grounds for immediate re-entry and termination of services provided under this appendix.
- 6.6.10 Billing for Caged Shared and Caged Common Collocation Arrangements

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

6.7 Late Payment Charge

If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SWBT as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (a) the rate used to compute the Late Payment Charge in SWBT's Missouri intrastate access services tariff and (b) the highest rate of interest that may be charged under Missouri law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

6.8 Allowances for Interruptions

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

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

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

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

7.0 USE BY OTHER LOCAL SERVICE PROVIDERS

- 7.1 SWBT will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more Collocators pursuant to the terms and conditions agreed to and between the Collocators. In making shared cage arrangements available, SWBT may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where SWBT receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SWBT will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.
- 7.1.1 SWBT will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more Collocators have provided SWBT with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SWBT will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SWBT will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor as approved by the Commission. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.10.
- 7.2 SWBT will not place unreasonable restrictions on a collocator's use of a cage, and as such will allow a collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-locator no more than the prorated share (based upon square footage used exclusively or in common) of SWBT's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SWBT utilize a shared collocation cage, SWBT will permit each collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

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

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

purported assignment or transfer made without such consent shall be voidable at the sole discretion of SWBT.

8.0 FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

8.1.1 The collocator shall use a dielectric fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an ICB. SWBT will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SWBT that use of such cable will not impair SWBT's ability to service its own customers or subsequent collocators.

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

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

8.2 Demarcation Point

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

9.0 USE OF DEDICATED SPACE

9.1 Nature of Use

The Collocator may locate all equipment used and useful for interconnection to SWBT under 47.U.S.C. 251 (C) (2) and accessing SWBT's unbundled network elements under 47.U.S.C. 251 (C) (3) of the FTA 96, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other

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

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

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

9.2 Equipment List

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

9.2.1 Subsequent Requests to Place Equipment

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

9.2.2 Limitations

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

9.3 Dedicated Space Use and Access

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

9.3.2 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SWBT, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.3.3 SWBT will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SWBT and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SWBT's personnel.

9.4 Threat to Personnel, Network or Facilities

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

9.5 Interference or Impairment

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

9.6 Interconnection to Others

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

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

9.7 Personal Property and Its Removal

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

9.8 Alterations

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

10.0 **STANDARDS**

10.1 Minimum Standards

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

10.2 Revisions

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

10.2.1 Dispute Resolution Process for Revisions or Implementation of Technical Publications

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

10.3 Compliance Certification

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Paragraph 9.2 Equipment List; Paragraph 9.2.1 Subsequent Requests to Place Equipment; or otherwise, shall be compliant with Bellcore NEBS Level 1 safety requirements, except to the extent that SWBT has deployed the same noncompliant network equipment in the network area(s) of its central offices. The collocator may place Digital Loop Carrier Equipment, and/or, Digital Subscriber Line Carrier Equipment of its choosing in its space.

11.0 **RE-ENTRY**

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

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

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

12.0 INDEMNIFICATION OF SWBT

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

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

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

13.0 SERVICES AND MAINTENANCE

13.1 Operating Services

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

13.2 Maintenance

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

13.3 Equipment Staging and Storage

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

13.4 Legal Requirements

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

14.0 **SWBT'S RIGHT OF ACCESS**

- 14.1 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 the collocator or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the collocated space; in such case, SWBT will notify the collocator by telephone of that entry and will leave written notice of entry in the collocated space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

15.0 **GENERAL**

- 15.1 The rates and charges in this appendix are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 1, Paragraph 2 of this appendix. SWBT allocates the charges for space preparation and security charges on a prorated basis so the first collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the eligible structure. SWBT will rent parking spaces to Collocators on a first-come, first-

served basis if such space is available. Collocators may not park in spaces that are reserved for SWBT vehicles and which are designated as reserved. SWBT shall not unreasonably reserve for its own use all parking at the Eligible Structure. Collocators shall be allowed to have reasonable use of and access to loading docks. Collocators and SWBT are required to follow all posted traffic and SWBT signs and follow all applicable parking and traffic laws and ordinances.

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

16.0 PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this section. These rates and charges are found in Paragraph 21 Rates and Charges, following.
- 16.2 SWBT will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges (as defined in Paragraph 17.2.2 following), using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SWBT will permit Collocators to review the contractor invoices. To insure efficient use of space, SWBT will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SWBT will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive)

Collocation Space may be provided. SWBT will not require Collocators to use separate rooms or floors which only serves to increase the cost of collocation and decrease the amount of available collocation space. SWBT will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.

- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SWBT, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SWBT, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval set forth in Paragraph 6.1.3 Interval, preceding with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 16.4 The collocator may elect to install its own Point of Termination (POT) Frame, or request that SWBT provide and install a POT Frame, to be placed in the collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, SWBT must still provide and install the required DC power panel as set forth in 20.7, DC Power Panel, following. In this case, the construction interval set forth in Paragraph 6.1.3 Interval, may be exceeded.

17.0 CHARGES

17.1 Monthly Charges

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

17.2 Nonrecurring Charges

- 17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.
- 17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SWBT fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Paragraph 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

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

23.45(g). In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

17.3 Individual Case Basis (ICB)

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

17.4 Outstanding Balances

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

18.0 **REGENERATION**

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

19.0 **RECONCILIATION OF INTERIM COLLOCATION AGREEMENTS**

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

20.0 **RATE ELEMENTS**

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

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

- (A) Rate Elements - In the event that SWBT seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this agreement, SWBT shall be

required to provide the quote for the rate element within the same time frames provided for in Section 6.1.3 of this agreement. When SWBT provides the price quote containing rate elements or charges that are not established in this agreement, SWBT shall also provide all cost support for the proposed rate element or charge, and shall rely on the total long-run incremental cost methodology as used by the Commission in setting rates for this agreement.

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

20.2 **Application/Project Management Fees**

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

20.3 **Caged Collocation**

The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible

Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

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

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

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

(A) Eligible Structure Floor Space Charges

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

- Construction costs
- Operating costs

(B) Telecommunications Infrastructure Space Charge

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

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox

- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

(C) Cage Common Systems Materials Charge

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

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

(D) Safety and Security

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

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

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

(E) RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the cage

area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20.3.1 **Caged Common Collocation**

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

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

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

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

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

(A) Eligible Structure Floor Space Charges

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

- Construction costs
- Operating costs

(B) Telecommunications Infrastructure Space Charge

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

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

(C) Caged Common Collocation Systems Materials Charge

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

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

(D) Safety and Security

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

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

- Emergency exit door alarms

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

(E) RSM Option

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

20.4 Cageless Collocation

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

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

(A) Eligible Structure Floor Space Charges

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

- Construction costs
- Operating costs

(B) Telecommunications Infrastructure Space Charge

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

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

(C) Cageless Common Systems Materials Charge

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

(D) Safety and Security

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

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

In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security

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

(E) RSM Option

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

20.5 DC Power

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

20.6 DC Power Panel (Maximum 50 AMP)

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

20.7 DC Power Panel (100 or 200 AMP)

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

20.8 DC Transmission Energy Charge

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

20.9 Eligible Structure Ground Cable Arrangement, Each

The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground

Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated space. Adjacent structure ground cable arrangement is found in 20.26. Rates and charges are as found in Paragraph 21.9 following.

20.10 **Security Cards**

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

20.11 **Timing Source Arrangement**

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

20.12 **Optional Standard Bay or Cabinet, Each**

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

20.13 **Interconnection Arrangement Options**

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

20.13.1 **DS1 Interconnection Arrangement (DSX or DCS), Each**

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

20.13.2 **DS3 Interconnection Arrangement (DSX or DCS), Each**

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

20.13.3 Copper Cable Interconnection Arrangement, Each

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

20.13.4 Shielded Cable Arrangement, Each

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

20.14 Optical Circuit Arrangement

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

20.15 Timing Interconnection Arrangement (Optional)

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

20.16 Copper Cable Termination Arrangement, Each (Optional)

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

20.17 Power Arrangement

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

20.18 Conduit Space, Per Foot

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between the SWBT designated manhole and the cable vault of the eligible structure. Rates and charges are as found in Paragraph 21.18 following.

20.19 Entrance Fiber Charge, Per Cable Sheath

The Entrance Fiber charge reflects the time interval spent by SWBT in pulling the Collocator's cable facilities from the SWBT-designated manhole, through the SWBT cable vault and through the SWBT cable support structure to the collocator's equipment. Rates and charges are as found in Paragraph 21.19 following.

20.20 Conduit for Fiber Optic Cable

The additional 4-inch conduit from the cable vault to the collocation dedicated space. This element applies to requests for diverse routing and where capacity of the initial conduit in the Telecommunications Infrastructure Space Charge is exhausted. Rates and charges are as found in Paragraph 21.20 following.

20.21 Innerduct

The innerduct is the tubing that resides inside the four-inch (4") conduit as described in 20.19 preceding and through which a fiber cable is pulled. Rates and charges are as found in Paragraph 21.21 following.

20.22 Miscellaneous Charges

Consists of one-time charges for miscellaneous construction-related activities associated with additions or removal of components used in caged collocation arrangements. The Cage Wire Partition Removal Charge is applied to collocators who choose to combine floor space in caged collocation arrangements by requesting that a common cage wire partition be removed between their adjacent cages. The Cage-to-Cage Conduit Placement Charge is applied to collocators who request placement of conduit between cages. Rates and charges per lineal foot are as found in Paragraph 21.22 following.

20.23 Two Inch Vertical Mounting Space in CEVs, Huts, and Cabinets

A two inch vertical mounting space in a standard equipment mounting rack in a CEV, Hut or Cabinet for the placement of equipment. The number of two inch vertical mounting spaces required is determined by the size of the equipment to be placed plus

additional space required for heat dissipation and ventilation of the equipment to be placed and adjacent equipment. Rates and charges are as found in Paragraph 21.23.

20.24 **Pre-visits**

General Applications

Prior to submitting an application, the prospective collocator may elect to arrange with SWBT to visit an Eligible Structure for the purpose of permitting the collocator to determine if the structure meets the potential collocator's business needs and if space is available in the structure for the potential collocator's physical collocation arrangement. Prospective collocators electing to pre-visit SWBT Eligible Structures must submit their request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. Prospective collocators will not be allowed to take photographs, make copies of SWBT site-specific drawings nor make any notations. For pre-visits, SWBT will limit the number of SWBT employees attending the pre-visit to one SWBT employee, unless a different number of SWBT employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen minute increments. Rates and Charges are as found in Paragraph 21.24.

20.25 **Construction Inspections**

During the construction of all forms of physical collocation space required under this agreement, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond that contained in this agreement or agreed upon interval, collocators will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen (15) minute increments. Rates and Charges are as found in Paragraph 21.25.

20.26 **Adjacent On-Site Structure Arrangements**

If a collocator elects to provide an adjacent on-site structure as described in Paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure, SWBT will provide the following sub-elements where space is available and it is technically feasible. Rates and charges for these sub-elements are as found in Paragraph 21.26 following. In addition, should the collocator elect to have SWBT provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required. Rates and charges for the DC Power Panel are found in Paragraphs 21.6 and 21.7 following.

- Planning Charges

- Initial (per request)
- Subsequent, Cabling Only
- Land Rental, per square foot
- Extension of 100 AMP AC service up to 200 cable feet from the Central Office switchboard to the Adjacent On-Site Structure (optional)
- AC usage per KWH

20.26.1 **Adjacent Off-Site Arrangement**

If the collocator elects to provide an adjacent off-site structure as defined in Section 2 of this agreement and as described in Paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure and Collocator's Adjacent On-Site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, SWBT will provide the following sub-elements to the extent technically feasible. The Adjacent Off-Site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-Site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in Paragraph 21.26.1 following.

- Planning, (per request)

20.27 **Collocation Availability Space Report Fee**

This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of collocators, any modifications in the use of space since the generation of the last available report, and measures that SWBT is undertaking to make additional space available for collocation. Rates and charges are per report and per Eligible Structure requested and are as found in Paragraph 21.27 following.

20.28 **Collocation to Collocation Connection**

This rate element includes physical-to-physical, cageless-to-cageless, and physical-to-virtual connection options.

(A) **Fiber Cable**

This rate element provides for direct cabling using fiber cable (12 fibers) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

(B) **Copper Cable (28 DS1s)**

This rate element provides for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a

combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

(C) Coax Cable (1 DS3)

This rate element provides for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 21.28.

(D) Cable Racking and Hole

21.0 RATES AND CHARGES

The interim rates listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent rates, terms and conditions for Physical Collocation. The interim rates set forth below are subject to true up to the permanent Physical Collocation rates established by the Missouri Public Service Commission in Case No. TT-2001-298 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent Physical Collocation rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Physical Collocation rates, but shall not include any period prior to the effective date of this agreement with CLEC.

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.1 Application/Project Management Fees			
CO Arrangements			
- Initial	NRBCE	None	\$3,605.00
- Subsequent	NRBZD	None	\$3,605.00
- Cable Only	XXXX	None	\$1,150.00
- Non-standard	NRBZE	None	\$1,436.00
CEVs, Huts, Cabinets			
- Standard	NRB1G	None	\$260.00

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.2 Caged Collocation			
- Floor Space Charges, per square foot			
- Up to 100 sq. ft. collocation area		\$4.70	None
- 101-200 sq. ft. collocation area		\$4.27	None
- 201-300 sq. ft. collocation area		\$4.23	None
- 301-400 sq. ft. collocation area		\$4.22	None
- Augment rates are same as above per unit.			
Telecommunications Infrastructure Space Charge, per square foot			
- Up to 100 sq. ft. collocation area		\$0.64	\$41.66
- 101-200 sq. ft. collocation area		\$0.43	\$28.14
- 201-300 sq. ft. collocation area		\$0.30	\$19.73
- 301-400 sq. ft. collocation area		\$0.24	\$15.50
- Augment rates are same as above per unit			
- Cage Common Systems Materials Charge, per square foot			
- Up to 100 sq. ft. collocation area		None	\$23.50
- 101-200 sq. ft. collocation area		None	\$18.50
- 201-300 sq. ft. collocation area		None	\$16.50
- 301-400 sq. ft. collocation area		None	\$15.50
- Safety & Security, per square foot		\$0.00	\$0.00

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- RSM Option			
- Additional Dedicated HVAC Charge		None	\$3,100.00
- Dedicated Power Plant Floor Space Charge		\$394.00	None
21.3 Cageless Collocation			
- Planning Charges			
- Initials (per Request)		None	\$4,489.21
- Subsequent, Cabling Only (Per Request)		None	\$1,360.37
- Land and Building Charge (Per Single Rack)		\$30.64	None
- Relay Rack Charge (Optional) (Per Single Rack)		\$10.60	None
- HVAC Charge (Per 10 Amps)		\$4.01	None
- RSM Option			
- Additional Dedicated HVAC Charge		None	\$3,100.00
- Dedicated Power Plant Floor Space Charge		\$394.00	None
- Telecommunications Infrastructure Space Charge, per square foot			
- Up to 100 sq. ft. collocation area		\$0.00	\$0.00
- 101-200 sq. ft. collocation area		\$0.00	\$0.00
- 201-300 sq. ft. collocation area		\$0.00	\$0.00
- 301-400 sq. ft. collocation area		\$0.00	\$0.00
- Cageless Common Systems Materials Charge, per square foot		None	\$0.00

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- Safety & Security, per square foot		\$0.00	\$0.00
21.4 Caged Common Collocation			
- Planning Charges			
- Initials (Per Request)		\$0.76 (Per linear foot)	\$2,992.81 (Per Request)
- Subsequent, Cabling Only (Per Request)		None	\$1,360.37
- Land and Building Charge (Per linear foot of rack space)		\$27.19	None
- Cable Racking Charge (Per linear foot of rack space)		\$3.76	None
- HVAC Charge (Per 10 AMPS)		\$4.01	None
- RSM Option Additional Dedicated HVAC Charge		None	\$3,100.00
- Dedicated Power Plant Floor Space Charge		\$394.00	None
- Telecommunications Infrastructure Space Charge, per square foot			
- Up to 100 sq. ft. collocation area		\$0.00	\$0.00
- 101-200 sq. ft. collocation area		\$0.00	\$0.00
- 201-300 sq. ft. collocation area		\$0.00	\$0.00
- 301-400 sq. ft. collocation area		\$0.00	\$0.00
- Common Systems			
- Cage Preparation Charge (per linear foot of rack space)		\$1.95	\$0.00
- Grounding Charge (per linear foot of rack space)		\$0.18	\$0.00

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- Safety & Security, per square foot		\$0.00	\$0.00
21.5 DC Power, Standard Power Arrangement - CO and RSM Arrangements (Caged Collocation)			
- Per 20 AMPS	SP1PT	\$104.96	None
- Per 40 AMPS	SP1QD	\$209.91	None
- Per 50 AMPS	SP1PS	\$262.39	None
- Per 100 AMPS	SP1QE	\$524.78	None
- Per 200 AMPS	SP1QF	\$1,049.57	None
- Per 400 AMPS	XXXXX	\$XX.XX	
Power Consumption Charges Cageless, Caged Common Arrangements			
- DC Plant, Per Amp		\$6.12	None
- AC Usage, Per Amp		\$2.12	None
Adjacent On-site Arrangements			
- DC Plant, Per Amp		\$5.19	None
- AC Usage, Per Amp		\$2.12	None
21.6 DC Power Panel (Maximum 50 AMP) (Optional)	SP1QP	\$13.03	\$850.00
21.7 DC Power Panel (100/200 AMP) (Optional)		\$8.12	\$1,793.00
21.8 DC Transmission Energy Charge			
- Standard CO Arrangement (Caged)			
- AC per DC Amp	SP1PU	\$2.03	None
- CEV, HUT and Cabinet Arrangement			
- Per 2" Mounting Space	SP1QK	\$1.75	None
- RSM CO Arrangement			
- AC per DC Amp	SP1QL	\$2.03	None
21.9 Eligible Structure Ground Cable Arrangement			
- per foot (For Caged)	SP1CR	\$0.02	\$1.00
- For Caged Common per Linear foot of rack space		\$0.18	\$0.00

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.10 Security Cards			
- Access Cards, per card, new and replacement	NRBZW	None	\$17.31
- ID Cards, per card, new and replacement	NRBZX	None	\$10.00
21.11 Timing Source Arrangement,			
- per timing circuit	SP1QT	\$4.70	\$215.00
21.12 Optional Standard Frame or Cabinet, each			
- Standard Frame		None	\$2,159.00
- Standard Cabinet		None	\$3,064.00
21.13 Interconnection Arrangement Options			
Caged Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	SP1QM	\$131.47	\$7,692.97
- LSP provides cable racks	SP1S7	\$129.07	\$7,576.42
Cageless, Caged Common Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	XXXXX	\$295.73	\$1,830.99
- LSP provides cable racks	XXXXX	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	XXXXX	\$295.14	\$2,341.45
- LSP provides cable racks	XXXXX	\$0.00	\$0.00
Adjacent Off-site Collocation			
- DS1 Arrangement(28 DS1s) - DCS			
- SWBT provides cable racks	XXXXX	\$295.73	\$1,830.99
- LSP provides cable racks	XXXXX	\$0.00	\$0.00
Caged Collocation			
- DS1 Arrangement(28 DS1s) - DSX			
- SWBT provides cable racks	SP1T3	\$10.79	\$1,834.44
- LSP provides cable racks	SP1T4	\$8.38	\$1,717.88
Cageless, Caged Common Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SWBT provides cable racks	XXXXX	\$14.51	\$1,830.99
- LSP provides cable racks	XXXXX	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SWBT provides cable racks	XXXXX	\$13.91	\$2,341.45

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Adjacent Off-site Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SWBT provides cable racks	XXXXXX	\$14.51	\$1,830.99
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
DS1 Arrangement (28 DS1s)			
(Adjacent Off-site)			
- Racking		\$0.61	None
DS1 Arrangement (Adjacent Off-site)			
- Connection to MDF (450 DS1s)		\$311.43	\$485.31
Regeneration (applicable to adjacent structures or at collocator request)	XXXXXX	\$0.00	\$0.00
Augments			
DS1 Arrangement (1 DS1) – DCS		\$10.33	\$0.00
DS1 Arrangement (1 DS1) – DCS		\$1.73	\$0.00
Caged Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SWBT provides cable racks	SP1T5	\$36.56	\$2,109.13
- LSP provides cable racks	SP1T6	\$34.16	\$1,992.57
Cageless, Caged Common Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SWBT provides cable racks	XXXXXX	\$74.09	\$467.89
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SWBT provides cable racks	XXXXXX	\$73.49	\$598.33
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Caged Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SWBT provides cable racks	SP1QN	\$10.23	\$830.92
- LSP provides cable racks	SP1S8	\$7.83	\$714.37
Cageless, Caged Common Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SWBT provides cable racks	XXXXXX	\$12.71	\$467.89
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
Adjacent On-site Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SWBT provides cable racks	XXXXXX	\$12.11	\$598.33
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00
DS3 Arrangement (1 DS3)			
- Racking		\$0.61	\$None
Regeneration (applicable to adjacent structures or at collocator request)	XXXXXX	\$0.00	\$0.00

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Copper Cable Interconnection Arrangement (100 pairs)			
- Caged Collocation			
- SWBT provides cable racks	SP1QQ	\$7.58	\$1,235.67
- LSP provides cable racks	SP1S9	\$5.18	\$1,119.11
- Cageless Collocation			
- SWBT provides cable racks	XXXXXX	\$6.42	\$899.93
- Caged Common Collocation			
- SWBT provides cable racks	XXXXXX	\$6.37	\$1,205.78
- Adjacent On-site Collocation			
- Copper Cable Arrangement (100 pairs)	XXXXXX	\$6.27	\$1,371.93
- Racking per Rack	XXXXXX	\$30.63	\$387.23
- Adjacent Off-site	XXXXXX	\$311.43	\$485.31
- Augments			
- Voice Grade (1 Pair)	XXXXXX	\$0.38	\$0.00
- Shielded Cable Arrangement (Optional)(100 shielded pairs)		\$12.76	\$2,817.00
21.14 Optical Circuit Arrangement (12 fiber pairs)			
- Caged Collocation (per Cable)	SP1QR	\$8.73	\$569.00
- Cageless Collocation (per Cable)	XXXXXX	\$8.23	\$2,933.42
- Caged Common Collocation (per Cable)	XXXXXX	\$8.23	\$3,377.87
- Adjacent On-site (per Cable)	XXXXXX	\$7.49	\$3,751.22
- Adjacent On-site Racking (per Cable)	XXXXXX	\$0.76	None
- Adjacent Off-site Collocation (per Cable)	XXXXXX	\$9.02	\$3,370.20
21.15 Timing Interconnection Arrangement (100 pairs)	SP1QS	\$0.85	\$160.00
21.16 Copper Cable Termination Arrangement, per arrangement			
-Copper Cable Arrangement (100 pairs) SP1CV		\$5.00	None
21.17 Power Arrangement			
Caged Collocation			
- Power Dedicated - 20 AMP	SP1QU	\$53.37	\$3,480.00
- Power Dedicated - 40 AMP	SP1QV	\$75.72	\$4,936.00

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- Power Dedicated - 50 AMP	SP1QW	\$83.91	\$5,470.00
- Power Dedicated - 100 AMP	SP1QX	\$92.10	\$6,004.00
- Power Dedicated - 200 AMP	SP1QY	\$113.38	\$7,392.00
Cageless Collocation Power			
Delivery Charge			
- Per Cable Rack	XXXXXX	\$0.10	None
Caged Common Collocation Power			
Delivery Charge			
- Power Dedicated – 40 AMP	XXXXXX	None	\$219.84
- Power Dedicated – 100 AMP	XXXXXX	None	\$286.75
- Power Dedicated – 200 AMP	XXXXXX	None	\$373.74
Adjacent On-site Collocation			
Power Delivery Charge			
- Power – 200 AMPs Cables	XXXXXX	\$15.90	\$7,802.44
- Power – 400 AMPs Cables	XXXXXX	\$31.81	\$15,150.85
- Power – 600 AMPs Cables			
- Power – 800 AMPs Cables			
For Augments the Power Delivery Charge.			
- Power Dedicated – Up to 20 Amps		\$53.37	\$3,480.00
- Power Dedicated – 21 – 40 Amps		\$75.72	\$4,936.00
- Power Dedicated – 41 – 50 Amps		\$83.91	\$5,470.00
- Power Dedicated – 51 – 100 Amps		\$92.10	\$6,004.00
- Power Dedicated – 101 – 200 Amps		\$113.38	\$7,392.00
21.18 Conduit Space, per foot	SP1CA	\$0.0156	None
21.19 Entrance Fiber Charge, per cable sheath			
- Caged Collocation	SP1Q9	None	\$219.00
- Cageless	XXXXXX	\$13.76	\$1,116.22
- Caged Common	XXXXXX	\$2.11	\$1,116.22
- Adjacent On-site			
Per Cable	XXXXXX	\$0.58	\$1,213.28
- Racking Per Rack	XXXXXX	\$22.18	\$270.61
- Cable Entrance per Wall Opening	XXXXXX	None	\$774.88
21.20 Conduit for Fiber Optic Cable, per linear foot (For Caged Only)	SP1Q7	None	\$2.15
21.21 Innerduct, (Caged only) per foot for innerduct	SP1Q8	None	\$2.15

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.22	Miscellaneous Collocation Charges		
	Cage wire partition removal, per linear foot	None	\$164.00
	Cage-to-cage conduit placement, per linear foot		\$2.15
21.23	Rack Mounting Plate		
	Space in cabinets		
-	Large cabinet size SP1QZ	\$7.20	None
-	Medium cabinet size SP1Q1	\$8.15	None
-	Small cabinet size SP1Q2	\$9.70	None
	In Huts		
-	Maxihut SP1Q3	\$4.00	None
-	Minihuts SP1Q4	\$3.35	None
	In CEVs		
-	24 foot SP1Q5	\$5.40	None
-	16 foot SP1Q6	\$7.20	None
21.24	Pre-visits		
-	CPAT - 2nd Level per 15 minutes NRB11	None	\$20.77
-	Loop Electronics Coordinator - 1st Level per 15 minutes NRB12	None	\$15.19
-	Floor Space Planner - 1st Level per 15 minutes NRB13	None	\$15.15
-	Craft - Group 1 per 15 minutes NRB14	None	\$12.45
21.25	Construction Inspections		
-	Project Manager - 2nd Level per 15 minutes NRB15	None	\$21.71
-	CPAT - 2nd Level per 15 minutes NRB16	None	\$20.77
21.26	Adjacent On-Site Structure Arrangements		
-	Planning Charges		
-	Initial (per request) XXXXX	None	\$6,125.65
-	Subsequent, Cabling Only XXXXX	None	\$1,224.33
-	Land Rental, per square foot	\$0.10	None
-	Extension of 100 AMP AC Service from C.O. Switchboard (optional)	None	\$6,447.00
-	AC Usage, per KWH	\$0.05	None
21.26.1	Adjacent Off-site Arrangement		
-	Planning, Per request	None	\$1,904.51

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.27 Collocation Space Availability Report Charge			
- Report Fee, per Report and per Eligible Structure Requested		None	\$121.00
21.28 Collocation to Collocation Connection			
Physical to Physical			
- Fiber Cable (12 Fibers)			
- SWBT Provides Cable, Engineers and Installs		\$0.60	\$442.00
- Collocator Provides Cable, SWBT Engineers and Installs		None	\$310.00
- Collocator Provides Cable and Installs, SWBT Engineers		None	\$140.00
- Copper Cable (28 DS1s)			
- SWBT Provides Cable, Engineers and Installs		\$1.44	\$626.00
- Collocator Provides Cable, SWBT Engineers and Installs		None	\$310.00
- Collocator Provides Cable and Installs, SWBT Engineers		None	\$140.00
- Coax Cable (1 DS3)			
- SWBT Provides Cable, Engineers and Installs		\$1.14	\$562.00
- Collocator Provides Cable, SWBT Engineers and Installs		None	\$310.00
- Collocator Provides Cable and Installs, SWBT Engineers		None	\$140.00
Cageless to Cageless			
Cable Racking and Hole			
- For Optical, per cable	XXXXXX	\$0.25	None
- DS1 or DS3, per cable	XXXXXX	\$0.20	None
- Connection for DS1 (28 DS1s)	XXXXXX	None	\$721.30
- Connection for DS3 (1 DS3)	XXXXXX	None	\$184.32
- Connection for Optical (per Cable)	XXXXXX	None	\$1,155.59
- Physical to virtual	Same as Cageless to cageless		

ATTACHMENT 24: RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Attachment)

1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Attachment by reference.

2.0 Definitions

- 2.1 **“Access Usage Record (AUR)”** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 **“Centralized Message Distribution System (CMDS)”** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT and the Billing Company.
- 2.6 **“Data Transmission”** - the forwarding by SWBT of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Record (EMR)”** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier (IXC)”** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

- 2.10 **“Local Access and Transport Area (LATA)”** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXC.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT’s internal network or national CMDS.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 **“Service Switching Point (SSP)”** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **“Switching Control Point (SCP)”** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record (SCP Record)”** - a summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and

delivery of SCP records, such charges will be those specified in Exhibit II pertaining to the production and forwarding of AUR data.

- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC.

3.0 Responsibilities Of The Parties

- 3.1 SWBT will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to SWBT provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.
- 3.2 SWBT will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SWBT.
- 3.3 SWBT will provide access usage records that are generated by SWBT.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by CLEC.
- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SWBT and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 SWBT will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, holidays, etc.
- 3.9 SWBT will determine the number data files required to provide the access usage record detail to CLEC.

- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of SWBT will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SWBT.
- 3.11 When SWBT receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, SWBT will forward those messages to CLEC.
- 3.12 SWBT will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

4.0 Basis Of Compensation

- 4.1 SWBT as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Usage Records (SURs) required by SWBT on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5.0 Liability

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When SWBT is notified that, due to error or omission, incomplete data has been provided to CLEC, SWBT will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to CLEC. If written notification is not received within sixty (60) calendar days, SWBT shall have no further obligation to recover the data and shall have no further liability to CLEC.

- 5.3 If, despite timely notification by CLEC, message detail is lost and unrecoverable as a direct result of SWBT having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to CLEC shall be limited to one (1) of the following two (2) alternatives from which CLEC may choose: 1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail, or 2) a direct reimbursement for such amount of estimated net lost revenue.
- 5.4 SWBT will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT.
- 5.5 CLEC agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by CLEC, its customers or end users. CLEC shall defend against all End Users' claims just as if CLEC had provided such service to its End Users with its own employees.
- 5.6 CLEC also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 SWBT makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, SWBT assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

6.0 Applicability Of Other Rates, Terms And Conditions

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

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

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

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

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option 12: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option 13: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option 14: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option 15: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or access usage records to CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ **Daily (Full Status RAO Companies will receive billable messages daily.)**

☐ **Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:**

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-

B

AUR INVOICE INTERVAL:

Check One:

☐ **Daily (Full Status RAO Companies will receive AURs daily.)**

☐ **Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:**

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX CUSTOMIZED ROUTING-RESALE

This Appendix to Attachment 1: Resale contains provisions concerning customized routing of Directory Assistance, Operator Services and related Resale services.

1.0 Customized Routing of CLEC Directory Assistance and Operator Services

- 1.1 Where CLEC purchases Resale services, and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route all calls from CLEC customers for Directory Assistance and Operator Services to the CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with Section 1.2 of this Appendix.
- 1.2 Customized routing of Directory Assistance and Operator Services on those SWBT switches with existing capabilities and capacity (e.g., by utilizing line class code or similar method) will be provided starting March 1, 1997, and implementation will be completed on all such switches by June 30, 1997. For those switches that lack the existing capability and/or capacity to support customized routing, SWBT will develop alternative method(s) (e.g., AIN based method) of providing customized routing of Directory Assistance and Operator Services. SWBT will complete implementation of said alternative method(s) by December 31, 1997. The schedule for development of alternative method(s) is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.
- 1.3 SWBT is free to choose the methodology deployed in SWBT's network to perform customized routing of Directory Assistance and Operator Services. SWBT will provide to CLEC an implementation schedule as to each individual switch no later than December 1, 1996.
- 1.4 SWBT will make available to CLEC the ability to route Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) dialed by CLEC Customers directly to the CLEC Directory Assistance and Operator Services platform. If the State Commission rules or the Parties agree that CLEC is entitled to IntraLATA toll on resale services and/or unbundled switch elements, SWBT agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212, 1+HNPA-555-1212. For calls that SWBT delivers to CLEC with the required signaling and data, CLEC will complete the call.
- 1.5 SWBT will include CLEC's local end user customers' listings in SWBT's Directory Assistance database as part of the service order process. SWBT will also honor all such customers' preferences for listing status (e.g., non-published, unlisted), as noted on the

service order request or similar process, and will ensure that they appear as the customer requested in SWBT's database used to perform Directory Assistance functions.

- 1.6 SWBT will provide the functionality and features within its local switch (LS) to route CLEC customer-dialed Directory Assistance local calls to CLEC designated trunks via Feature Group C signaling or as the Parties may otherwise agree, for direct-dialed calls (e.g., sent paid).
- 1.7 SWBT will provide the functionality and features within its LS to route CLEC customer dialed 0/0+ local and IntraLATA calls to the CLEC designated trunks via Feature Group C signaling.
- 1.8 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SWBT's operator and request the assistance of a supervisor as is done by SWBT's operators today.
- 1.9 SWBT will provide the functionality and features within its LS to route CLEC customer dialed 0- and 0+ local calls to the CLEC designated trunks via Modified Operator Services (MOS) Feature Group C signaling. In all cases, SWBT will provide post-dial delay at least equal to that provided by SWBT for its end user customers.
- 1.10 SWBT will forward with all Directory Assistance and Operator Services calls from CLEC customers all appropriate line data required by CLEC to identify the type of line. Such data shall include, but not be limited to, originating line number, ii digits, line class code, and any other data elements required to allow CLEC to appropriately identify the originating line for purposes of call handling and recording.
- 1.11 All direct routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.
- 1.12 SWBT, no later than five (5) days after the date CLEC requests the same, will provide to CLEC, the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SWBT in each NPA-NXX. Such data will be transmitted via paper copies of all SWBT emergency listings reference documents from all of SWBT's Operator Services offices. CLEC agrees to indemnify and hold SWBT harmless from all claims, demands, suits or actions by third parties against SWBT, or jointly against CLEC and SWBT, arising out of its provision of such information to CLEC.

2.0 Operator Services Busy Line Verification/Emergency Interrupt

- 2.1 SWBT will provide access to Operator Services Busy Line Verification/Emergency Interrupt (BLV/EI) for Resale services. Such access will be performed by the SWBT operator upon receipt of a request from an CLEC operator. SWBT will meet the same performance results for CLEC customer requests as it does for SWBT customer requests and will size the trunk groups required to perform this function in accordance with the volume demands. SWBT will provide to CLEC performance reports for the BLV/EI access and success rates on a quarterly basis for the next 12 months from the date of the Agreement or as mutually agreed to between the Parties. CLEC acknowledges that SWBT will not be able to separate CLEC and SWBT results.

3.0 Access to the Line Information Database

- 3.1 SWBT will use its service order process to update and maintain, on the same schedule that it uses for its end users, the CLEC customer service information for Resale services in the Line Information Database (LIDB).

4.0 Telephone Line Number Calling Cards

- 4.1 Effective as of the date of an end-user's subscription to CLEC local Resale service, SWBT will remove any SWBT-assigned telephone line-based calling card number (TLN) from the LIDB.

5.0 Related Services

- 5.1 SWBT will provide to CLEC access to its node signaling network to accommodate queries for calling card validations in real time. Database queries will receive priority equal to that which SWBT provides to itself. Database queries will receive reliability, availability, and performance equal to that which SWBT provides to itself. SWBT's performance of the node signaling network and database responses must at a minimum meet industry standards. SWBT will support database access using TCAP messages routed via Signaling Transfer Points (STPs). SWBT will record usage information for LIDB queries. SWBT will use its Signaling Control Points (SCPs) as the source of usage data. SWBT will aggregate LIDB usage by query type and by originating point code.
- 5.2 The prices, terms and conditions for the provision of customized routing are contained Attachment 6: Unbundled Network Elements.

ATTACHMENT 13 – APPENDIX: VIRTUAL COLLOCATION

The rates, rate elements, terms and conditions in this appendix are interim and will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent tariffed rates, terms and conditions for collocation. The use of these rates, rate elements, terms, and conditions on this interim basis is solely for purposes of accommodating the need to establish an interim approach. Upon the effective date of the Commission's order approving SWBT's permanent collocation tariff, the rates, rate elements, terms and conditions of the tariff shall control and govern all requests for virtual collocation under this Agreement.

1.0 GENERAL DESCRIPTION

This Appendix provides for Virtual Collocation for the purpose of interconnecting to SWBT for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. §251 (c)(2), and for access to SWBT's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

Upon request from a collocator, SWBT will provide one of the following maintenance alternates for its virtual collocation offering:

1. In all of SWBT's premises SWBT will offer virtual collocation wherein SWBT maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Paragraphs 1.1 through 13.4 of this appendix section.
2. In CEVs, huts and cabinets where physical collocation space is not available, a Collocator may opt for virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Paragraph 14.0 following and consistent with the rates, terms and conditions as provided for throughout this entire appendix section. SWBT may at its option, elect to offer this maintenance alternative in one or more of its central offices, and in one or more of its CEVs, huts and cabinets where physical collocation space is available. As described in Paragraph 14.0, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that SWBT may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Paragraph 1.1 2. and in Paragraph 14.0 is null and void and all virtual collocation will be maintained as described in Paragraph 1. above.

Virtual Collocation in the Central Office is available for interconnection with SWBT for the transmission and routing of telephone exchange service and exchange access as well as SWBT-provided UNEs. Virtual Collocation in CEVs, Huts and Cabinets is available for interconnection with SWBT-provided UNEs.

Rates for the individual UNEs the Collocator wants to gain access to for virtual collocation purposes can be found in the individual Collocator's Interconnection Agreement with SWBT.

Unless otherwise specifically provided for in this appendix section, the provisions and rates of Section 25 FCC 73 Virtual Tariff will apply. SWBT will exercise physical control over any equipment deployed for the purposes of Virtual Collocation.

A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SWBT within SWBT's Central Offices is contained in 13.1. (Rate Elements for SWBT Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SWBT within SWBT's CEVs, Huts and Cabinets is contained in 13.2 (Rate Elements for SWBT CEVs, Huts and Cabinets).

1.1 Virtual Collocation for Interconnection to SWBT for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with SWBT-Provided UNEs when the Equipment is Provided by the Collocator.

Virtual Collocation provides for interconnection between SWBT and the facilities of a virtual Collocator and is available for the transmission and routing of telephone exchange service and exchange access in SWBT Central Offices and for interconnection with SWBT-provided UNEs in SWBT Central Offices and CEVs, Huts and Cabinets.

Virtual Collocation is available at SWBT wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 and in SWBT CEVs, Huts and Cabinets. Upon request, SWBT will provide a listing of locations of SWBT CEVs, Huts or Cabinets.

The rate elements provided in this appendix section are required when Collocators use virtual collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Collocator/SWBT Interconnection Agreement. Unbundled network elements including associated cross connects are obtained from the Interconnection Agreement between the Collocator and SWBT. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment and these cross connects are the point at which services provided and purchased from the SWBT/Collocator Interconnection Agreement begin. Virtually collocated equipment is available as follows:

- A. A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in 1.1 (B) below and the equipment conforming to industry safety standards as described in SWBT's Technical Publication.
- B. The Collocator may locate all equipment used and useful for interconnection to SWBT under 47.U.S.C. 251 (C) (2) and accessing SWBT's unbundled network elements under 47.U.S.C. 251 (C) (3) of the FTA 96, regardless of whether

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

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SWBT's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the virtual collocation space shall not create hazards for or cause damage to those facilities, the virtual collocation space, or the Eligible Structure in which the virtual collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the virtual collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this agreement.

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

- C. A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Agreement. If SWBT chooses to have its personnel present when the CLEC equipment is installed, then SWBT's presence will be at its own expense. However, if SWBT demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this agreement, the CLEC is responsible for the quantifiable expense incurred by SWBT.

1.2 Federal Telecommunications Act of 1996

SWBT provides virtual collocation for interconnection to SWBT for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. §251(c)(2), and for access to SWBT's unbundled network elements pursuant to 47 U.S.C. §251(c)(3).

The use of virtual collocation for (1) interconnection to SWBT or (2) access to SWBT's unbundled network elements, in either case pursuant to 47 U.S.C. §251(c), is available at SWBT wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4, and in SWBT CEVs, Huts and Cabinets.

2.0 **PROVISIONING**

Virtual collocation for Interconnection to SWBT or access to SWBT-provided UNEs is ordered as set forth in SWBT's Interconnector's Collocation Services Handbook for Virtual Collocation in Missouri. SWBT will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual collocation does not involve the reservation of segregated central office or CEV, Hut and Cabinet space for the use of Collocators.

Virtual Collocation is available for the direct connection of one Collocator-provided facility to a different interconnected provided facility within the same SWBT wire center, CEV, Hut or Cabinet provided the Collocator is interconnected with SWBT's network.

SWBT will provide Virtual Collocation for comparable equipment as it provides to itself in the central office, wire center, CEV, Hut or Cabinet, as the case may be.

3.0 **COLLOCATOR RESPONSIBILITIES**

The customer will provide, under this section of the agreement, at its expense, all facilities and equipment required to facilitate interconnection and access to SWBT UNEs. The customer will, at its expense, provide the following:

- All plug-ins and/or circuit packs (working, spare, and replacements),
- All unique tools and test equipment,
- Any ancillary equipment and cabling used for remote monitoring and control,
- Any technical publications and updates associated with all Collocator-owned and provided equipment,
- All training as described in Section 13.1(P),

The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on SWBT property. Suitable replacements are to be immediately provided to SWBT to restore equipment.

The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to the SWBT central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

4.0 COOPERATIVE RESPONSIBILITIES

SWBT will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

- Placement of Collocator's fiber into the central office vault,
- Location and completion of all splicing,
- Completion of installation of equipment and facilities,
- Removal of above facilities and equipment,
- To the extent known, the Collocator can provide forecasted information to SWBT on anticipated additional Virtual Collocation requirements,
- To the extent known, the Collocator is encouraged to provide SWBT with a listing of the equipment types that they plan to virtually collocate in SWBT central offices or CEVs, Huts and Cabinets. This cooperative effort will insure that SWBT personnel are properly trained on Collocator equipment.

5.0 INTERVALS AND PROVISIONING

5.1 Quote Intervals

Upon receipt of the Collocator's application and initial application fee payment, SWBT will begin development of the quotation. SWBT will notify the Collocator as

to whether its request for a virtual collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) days of submission of the completed application.

In responding to an application request, SWBT shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) business days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) business days. After forty-five (45) business days, a new application and application fee are required.

Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of virtual collocation interconnection:

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

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

A Collocator may obtain a shorter interval for the return of price quotes for virtual collocation arrangements when submitting 6 or more applications if the Collocator files complete applications, including identification of specific rate elements and the applicable rates contained in this agreement, the exact quantity of the rate elements, and an up-front payment of the nonrecurring application fee from, paragraph 13.1 of this Agreement and schedules a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications. In addition, the applications must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. The shortened intervals are:

<u>Number of Applications by One Collocator</u>	<u>Quotation Interval</u>
1- 5	10 Business Days
6-21	20 Business Days

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

Once SWBT has completed its review of the virtual collocation application form inquiry, the entire completed quote package will be forwarded to the potential interconnector in writing with a cover letter. The interconnector has 45 days to remit a signed confirmation form along with a check for 50% of all the applicable nonrecurring charges.

If the interconnector fails to respond within the 45-day interval, should the interconnector decide at a later time to proceed with virtual collocation, a new application and Application/Project Management fee will be required.

5.2 Implementation intervals

A virtual collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SWBT will allow the Collocator's vendor to begin equipment installation no later than 90 days from acceptance of the quotation. The virtual collocation interval ends when roughed in, untermiated DC power and interconnection cabling is provided to the virtual collocation area.

The construction intervals for virtual collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of 50 amps, either in a single or in multiple feeds of 50 amps (maximum 50 amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds 50 amps from a single source (e.g., 100 amps) per feed, the construction interval is 90 days. These same construction intervals apply for virtual collocation in Eligible Structures such as CEVs (Vaults), Huts and Cabinets.

When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

<u>Type</u>	<u>Description</u>	<u>Interval</u>	<u>Exception</u>
Virtual	Active collocation space	70 days	With SWBT installation of bays/racks
Virtual	Active collocation space	55 days	With CLEC installation of bays/racks

Table 2-1

Virtual collocation space is not reserved until the quotation is accepted. When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, SWBT will complete construction of Active Collocation Space requests for virtual collocation in 55 days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The virtual collocation construction interval ends when roughed in, untermiated DC power and interconnection cabling is provided to the collocation area. SWBT will complete construction of Active Collocation Space requests for virtual collocation in

70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays. SWBT considers power to be available if sufficient power plant capacity exists, the BDFB (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or BDFB exists.

If a completion date outside the time period required herein is not agreed to by the parties, the issue may be presented by either party to the Missouri Public Service Commission for determination.

5.3 Installation of Virtual Collocation Equipment

SWBT does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

SWBT will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the CLEC and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

The Collocator and SWBT must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, SWBT will cooperatively test the collocated equipment and facilities with the Collocator.

5.4 Revisions

All Revisions to an initial request for a virtual collocation arrangement submitted by the Collocator must be in writing via a new application form.

Major Revisions:

Major revisions include:

- adding telecommunications equipment that requires additional electrical power
- accelerating the project schedule
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

If the revision is major, a new interval for the virtual collocation arrangement will be established which shall not exceed two months.

Minor Revisions

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
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

However, minor revisions will not require that a new interval be established. No additional application fees shall be applicable if the revision is minor.

This list is not all-inclusive. Any revisions to the Collocators application not specified above must be reviewed by SWBT to determine whether the revision is major or minor.

5.5 Augments

In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to SWBT Collocation Service Center (CSC) indicating in Section 3 of the application that this is an “Augmentation to an Existing Arrangement.” The price quote will contain the charges and the construction interval for that application.

SWBT will work cooperatively with Collocators to negotiate mutually agreeable implementation intervals for augments.

6.0 **EQUIPMENT PROVISIONING**

The Collocator will arrange to deliver to the SWBT central office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator’s equipment.

For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator’s circuit.

SWBT does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator’s circuits.

7.0 REPAIR OF EQUIPMENT

Except in emergency situations, the Collocator-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of the customer. In an emergency, SWBT may perform necessary repairs without prior notification. The labor rates specified in Section 13.3(Q) that apply to SWBT central offices and Section 13.4(F) that apply to SWBT CEVs, Huts and Cabinets are applicable for all repairs performed by SWBT on the Collocator's facilities and equipment.

When initiating repair requests on Collocator owned equipment, the Collocator must provide SWBT with the location and identification of the equipment and a detailed description of the trouble.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SWBT will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

8.0 MAINTENANCE OF EQUIPMENT

The Collocator will request any and all maintenance by SWBT on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide SWBT with the location and identification of the equipment and a detailed description of the maintenance requested.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SWBT will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

9.0 ALARM COLLECTION

The Collocator has the ability to purchase its own remote monitoring and alarming equipment. If the Collocator prefers SWBT to perform this function, it may elect to provision this arrangement under Section 25.5.1(A) of the FCC 73 Access Service Tariff. If the Collocator purchases this equipment, it must be identical to equipment specified in Section 25.5.1 of the FCC 73 Access Service Tariff.

Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SWBT will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

10.0 TERMINATION OF VIRTUAL COLLOCATION

Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SWBT to remove the Collocator's equipment and facilities from SWBT property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SWBT is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal

of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within 30 business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. SWBT shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SWBT will only be responsible for damage done to such equipment caused by gross negligence on the part of SWBT or its contractors during the removal process. However, Collocators will indemnify and hold SWBT harmless for any damage done to virtually collocated equipment if SWBT permits the Collocator to hire a SWBT approved contractor to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SWBT and stored in a non-SWBT location, at the expense of the Collocator.

Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days, SWBT may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SWBT and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SWBT instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

11.0 REVISIONS

Any revision to SWBT's Interconnector's Collocation Services Handbook for Virtual Collocation in Missouri, or its Technical Publication TP 76300MP, shall become effective and thereafter applicable under this agreement forty five (45) business days after such revision is released by SWBT except for those particular revisions to which the Collocator specifically objects within thirty (30) business days of receipt, providing an explanation for each objection. Upon each such objections, SWBT and the Collocator shall attempt to negotiate a resolution, either party may request resolution by the Missouri Public Service Commission. Any revision made to address potentially harmful situations shall become effective and applicable immediately, pending resolution of the objections by the Missouri Public Service Commission.

12.0 DISPUTE RESOLUTION PROCESS FOR REVISIONS OR IMPLEMENTATION OF TECHNICAL PUBLICATIONS

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

13.0 RATE REGULATIONS

This section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SWBT and for Access to SWBT provided UNEs when the Collocator provides the equipment.

The interim rates and rate elements listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates and rate elements in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent rates, rate elements, terms and conditions for Virtual Collocation. The interim rates and rate elements set forth below are subject to true up to the permanent Virtual Collocation rates and rate elements established by the Missouri Public Service Commission in Case No. TT-2001-298 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent Virtual Collocation rates and rate elements. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Virtual Collocation rates and rate elements, but shall not include any period prior to the effective date of this agreement with CLEC.

There are two types of rates and charges that apply to the various rate elements for Virtual Collocation for interconnecting to SWBT and for Access to SWBT provided UNEs. These are non-recurring charges and monthly recurring rates.

Rates and charges specific to Virtual Collocation for interconnection with SWBT for the transmission and routing of telephone exchange service and exchange access, and for access to SWBT provided UNEs in SWBT Central Offices are set forth in 13.3 (Rates and Charges for SWBT Central Offices). Rates and charges specific to Virtual Collocation for access to SWBT provided UNEs in SWBT CEVs, Huts and Cabinets are set forth in 13.4 (Rates and Charges for SWBT CEVs, Huts and Cabinets).

13.1 Rate Elements for SWBT Central Offices

Consistent with provisions in Section 1.1, the following provides a list of the specific rate elements for virtual collocation for interconnection with SWBT for the transmission and routing of telephone exchange service and exchange access, and for access to SWBT provided UNEs to be used in conjunction with virtual collocation in SWBT Central Offices. Charges applicable to virtual collocation other than those listed below are listed in Section 25 of the FCC 73 Access Service Tariff (Expanded Interconnection).

A. Planning

1. Application Fee

The application fee recovers SWBT costs incurred to estimate the quotation of charges for the Collocator's request for a virtual collocation arrangement. The application fee also provides for SWBT personnel to survey each requested

location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The application fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a virtual collocation arrangement or the addition of cable. The subsequent charge will apply to any additional interconnection arrangements, as defined in Sections 13.1 (G)-(M) connected to existing virtual collocated equipment. Charges for this sub-element are specified in 13.3(A)(1).

2. Project Management Fee

Upon acceptance of the SWBT estimate by the Collocator, this sub-element provides for project management costs incurred by SWBT expressed as a non-recurring charge. These include SWBT engineering which is the detail engineering changes for SWBT engineers to prepare the Central Office for Virtual Collocation. The subsequent charge will apply to any additional interconnection arrangements, as defined in Sections 13.1 (G)-(M) connected to existing virtual collocated equipment. Charges for this sub-element are specified in 13.3(A)(2).

B. Floor Space

This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in SWBT central offices expressed as a monthly rate. Charges for this sub-element are specified in 13.3(B). In those cases where an individual relay rack and its associated floor space are shared by SWBT and the Collocators or among Collocators, the floor space and relay racks will be apportioned on a quarter rack basis.

C. Relay Rack

This sub-element provides the "occupancy" cost per rack associated with using relay rack space in SWBT's central offices expressed as a monthly rate. Charges for this sub-element are specified in 13.3(C). In those cases where an individual relay rack and its associated floor space are shared by SWBT and the Collocators or among Collocators, the floor space and relay racks will be apportioned on a quarter rack basis.

D. Entrance Fiber

This sub-element provides for SWBT pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Collocator/SWBT Interconnection Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Agreement).

This rate element is composed of the following sub-elements:

1. Cable Vault Splice

This rate element provides for the splicing of the Collocator-provided fiber optic cable into a riser tail in SWBT's wire center cable vault. This rate element is expressed as a non-recurring charge and is specified in 13.3(D)(1).

2. Entrance Fiber Cable

This sub-element provides for SWBT-designated personnel to pull the Collocator-provided fiber optic cable into SWBT's wire center cable vault and includes any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault as well as the ongoing maintenance and administrative efforts required to operate the fiber optic cable as designated by the Collocator's request for Virtual Collocation. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(D)(2).

3. Splice Case

This sub-element provides for the splice case that covers and protects the fiber optic splices joining the Collocator-provided fiber optic cable to the riser tail fiber termination shelf assembly. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(D)(3).

4. Riser Tail

This sub-element provides for the riser tail fiber termination shelf assembly and its termination on a fiber distribution frame. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(D)(4).

E. Power Arrangement

This sub-element is the cable, cable rack and a standard relay rack mounted fuse panel including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate. The standard relay rack mounted fuse panel consists of a panel equivalent to a Telect model 009-0014-1001. This panel is configured at negative 48 volts, is dual feed rated at 50 AMPS per feed, and has 10 GMT fuses per load. If required, more than one power panel may be provisioned on a single relay rack. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, SWBT will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on list 2 design loads. Charges for this sub-element are specified in 13.3(E).

F. Power Consumption

1. D.C. Power Per AMP

The DC power charge consists of use of the DC power system, with AC input and AC backup for up to a 50 AMP (redundant) feeder power circuit expressed as a monthly rate. Charges for this sub-element are specified in 13.3(F)(1).

2. D.C. Transmission Energy Charge

This sub-element provides for the monthly rate for AC Power Usage to provide redundant D.C. power to the virtually collocated equipment. Charges for this sub-element are specified in 13.3(F)(2).

3. Ground Cable Arrangement

The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment expressed as a combination of a non-recurring charge and a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this sub-element are specified in 13.3(F)(3).

G. Voice Grade Interconnection Arrangement

This sub-element provides for the cost associated with providing 100 voice grade pairs between the SWBT Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(G).

H. DS-1 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing 28 DS-1 circuits between SWBT DCS functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(H). This includes the DS1-Port connecting to the virtual collocation arrangement.

I. DS-1 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing 28 DS-1 circuits between SWBT's DSX functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(I).

J. DS-3 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing one DS-3 circuit between SWBT's DCS functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(J).

K. DS-3 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing one DS-3 circuit between SWBT's DSX functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(K).

L. Fiber Interconnection Arrangement

This sub-element provides for the cost associated with providing 12 fibers between SWBT's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(L).

M. Collocation to Collocation Connection

This rate element includes virtual to virtual and virtual to physical connection options.

1. Fiber Cable

This sub-element provides for direct cabling using fiber cable (12 fibers) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 13.3(M)(1).

2. Copper Cable (28 DS1s)

This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 13.3.(M)(2).

3. Coax Cable (1 DS3)

This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 13.3(M)(3).

4. Cable Racking and Hole

This sub-element provides for cable rack space for copper and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specific in 13.3(M)(4).

N. Timing Source Arrangement

A single signal from the SWBT timing source to provide synchronization between a Collocator's single network element and SWBT's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator, are specified in 13.3(N).

O. Nondesignated Conversion Arrangement

This rate element provides the capability of converting an interconnection cross connect to the next level of capacity expressed as a combination of a non-recurring charge and a monthly rate. This rate element is provided only in the same central office as the interconnection cross connect. Three types of nondesignated conversion arrangements are available as described in (1) through (3) following. Charges for this sub-element are specified in 13.3(O). Should a Collocators interconnection agreement contain rates addressing this functionality (as a UNE or a portion of a UNE), the Collocators may opt for the rates contained in the interconnection agreement in lieu of the charges specified in 13.3(O).

1. DS3 to DS1

Provides an arrangement that converts a DS3 interconnection cross connect to 28 DS1 channels.

2. DS1 to Voice Grade

Provides an arrangement that converts a DS1 interconnection cross connect to 24 voice grade channels.

3. DS1 to DS0

Provides an arrangement that converts a DS1 interconnection cross connect to 23 64.0 kbps channels.

P. Training

SWBT is responsible for determining when training is necessary and how many SWBT employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for virtual

collocation. SWBT will be limited to request training for four (4) SWBT personnel per location, unless a different number is mutually agreed upon by SWBT and Collocator.

The Collocator may have SWBT arrange for the required training of SWBT personnel. The non-recurring charges applicable for training are listed in Section 13.3(P) (Rates and Charges).

If the Collocator does not have SWBT coordinate the required training, the Collocator may assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

1. arrange and pay to the supplier all costs for training sessions, including course material, and
2. arrange and pay to each individual supplier all costs associated with lodging and other than local transportation, such as airfare, required for SWBT employee training.

SWBT will work cooperatively with the Collocator to schedule SWBT personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge as specified in 25.5.7 FCC 73 Access Service Tariff (Rates and Charges) for SWBT personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable SWBT contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in 13.3(P)(Training) will be assessed to the Collocator.

Q. Maintenance and Repair Labor Rates

1. Maintenance of Equipment

This rate element is a labor rate charged by SWBT to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/2 hour basis and are dependent upon day of week and time of day. For purposes of this Agreement, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified in 13.3(Q).

2. Repair of Equipment

This rate element is a labor rate charged by SWBT to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/2 hour basis and are dependent upon day of week and time of day. For purposes of this Agreement, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified in 13.3(Q).

13.2 Rate Elements for SWBT CEVs, Huts and Cabinets

The following provides a list of the specific rate elements for virtual collocation for access to SWBT provided UNEs in SWBT CEVs, Huts and Cabinets. Charges applicable to virtual collocation in these structures other than those specified below are listed in Section 25 of the FCC 73 Access Service Tariff.

A. Entrance Cable Fiber/Copper

This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the eligible structure, routing, securing and preparing the end for splicing or termination. Charges for this sub-element are expressed as a non-recurring charge and can be found in 13.4(A).

B. Fiber Splice and Termination

This sub-element provides for joining and terminating the fiber conductors specified by the Collocator to provide an appearance on a fiber termination unit. Charges for this sub-element are expressed as a non-recurring charge and can be found in 13.4(B).

C. Copper Pair Splice and Termination

This sub-element provides for joining and terminating copper conductor pairs specified by the Collocator to provide an appearance on a copper termination unit. Charges for this sub-element are expressed as a non-recurring charge and can be found in 13.4(C).

D. Fiber Termination Unit

This sub-element provides the physical hardwired unit (4 to 24 fibers) which provides the Collocator's fiber cable its point of appearance within the structure. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.4(D).

E. Copper Termination Unit

This sub-element provides the physical hardwired unit (100 pair each) which provides the Collocator's copper cable its point of appearance within the structure. This

element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.4(E).

F. Maintenance and Repair Labor Rates

1. Maintenance of Equipment

This rate element is the labor rate charged by SWBT to the Collocator for ongoing maintenance of the Collocator's equipment. This ongoing maintenance is required to insure that the collocated equipment is kept in proper operating condition. It is envisioned that any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/2 hour basis. Non-recurring charges for this sub-element are specified in 13.4(F).

2. Repair of Equipment

This rate element is the labor rate charged by SWBT to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/2 hour basis. Non-recurring charges for this sub-element are specified in 13.4(F).

G. Interconnection Cross Connect

This rate element provides a cross connect for interconnecting a SWBT-provided service to an interconnection arrangement. The interconnection cross connects are for 2-wire and 4-wire Copper Terminations and Fiber Terminations. Charges for these sub-elements are specified in 13.4(G).

H. Application Fee

The application fee provides for SWBT personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified in 13.4(H).

13.3	Rates and Charges	<u>USOCs</u>	<u>Rate Per Month</u>	<u>Nonrecurring Charge</u>
	Central Offices			
	A. Planning			
	1. Application Fee			
	- Initial		\$00.00	\$989.10
	- Subsequent		00.00	614.65

2.	Project Management Fee		
	- Initial	00.00	4,506.70
	- Subsequent	00.00	1,000.00
B.	Floor Space (Per Bay Framework)	\$17.71	00.00
C.	Relay Rack (Per Rack)	17.72	00.00
D.	Entrance Fiber		
1.	Cable Vault Splice (Per Fiber Spliced)	00.00	14.55
2.	Entrance Fiber Cable (Per Cable)	12.73	694.65
3.	Splice Case (Per Splice Case/12 fibers)	.80	173.72
4.	Riser Tail (Per 12 fibers)	9.07	1,596.15
E.	Power Arrangement	25.00	00.00
F.	Power Consumption		
1.	DC Power Per AMP	5.25	00.00
2.	DC Transmission Energy Charge (Per AMP)	2.03	00.00
3.	Ground Cable Arrangement (Per Foot)	.02	1.00
G.	Voice Grade Interconnection Arrangement (Per 100 Pairs)	7.58	1,235.67
H.	DS1 Interconnection Arrangement to DCS (Per 28 DS1s)	131.47	7,692.97
I.	DS1 Interconnection Arrangement to DSX (Per 28 DS1s)	\$10.79	\$1,834.44
J.	DS3 Interconnection Arrangement to DCS (Per DS3)	36.56	2,109.13

K.	DS3 Interconnection Arrangement to DSX (Per DS3)	10.23	830.92
L.	Fiber Interconnection Arrangement (12 Fiber Pairs)	8.73	569.00

M. Collocation to Collocation Connection

Virtual to Virtual

1.	Fiber Cable (12 Fibers)		
-	SWBT Provides Cable, Engineers and Installs	.60	442.00
-	Collocator Provides Cable, SWBT Engineers and Installs	00.00	310.00
-	Collocator Provides Cable and Installs, SWBT Engineers	00.00	140.00
2.	Copper Cable (28 DS1s)		
-	SWBT Provides Cable, Engineers and Installs	1.44	626.00
-	Collocator Provides Cable, SWBT Engineers and Installs	00.00	310.00
-	Collocator Provides Cable and Installs, SWBT Engineers	00.00	140.00
3.	Coax Cable (1 DS3)		
-	SWBT Provides Cable, Engineers and Installs	\$1.14	\$562.00
-	Collocator Provides Cable, SWBT Engineers and Installs	00.00	310.00
-	Collocator Provides Cable and Installs, SWBT Engineers	00.00	140.00

Virtual to Physical

4.	Cable Racking and Hole		
-	For Optical, per cable	.25	None
-	DS1 or DS3, per cable	.20	None
-	Connection for DS1 (28 DS1s)	None	721.30
-	Connection for DS3 (1 DS3)	None	184.32
-	Connection for Optical (per cable)	None	1,155.59

N.	Timing Source Arrangement	4.70	215.00
O.	Nondesignated Conversion Arrangement		
1.	DS3 to DS1	481.13	
-	First		1,125.35
-	Additional		658.25
O.	Nondesignated Conversion Arrangement (cont.)		
2.	DS1 to Voice Grade	139.28	
-	First		220.50
-	Additional		132.75
3.	DS1 to DS0	139.28	
-	First		220.50
-	Additional		132.75
P.	Training		
1.	Training Course and Materials (Per Day Per Employee)	\$00.00	\$440.00
2.	Lodging (Per Day Per Employee)	00.00	117.80
3.	Intercity Transportation (Per Employee)	00.00	679.35
4.	Local Transportation (Per Odometer Mile Per Employee)	00.00	.50
5.	Per Diem (Per Employee)	00.00	44.00
6.	Airport Parking (Per Day, Per Employee)	00.00	7.00
Q.	Maintenance and Repair Rates		
1.	NOC Trouble Ticket,		
-	Each 1/4 hour	00.00	12.45
2.	Regular Hours-Manned Office		
-	Each 1/2 hour	00.00	24.90
-	Each Additional 1/2 hour	00.00	24.90
3.	After Hours Callout		

-	4 Hour Minimum	00.00	199.20
-	Each Additional 1/2 hour	00.00	24.90
4.	Non-Staffed Office Any Time		
-	4 Hour Minimum	00.00	199.20
-	Each Additional 1/2 hour	00.00	24.90

CEVs, Huts and Cabinets

A.	Entrance Cable Fiber/Copper (per cable)	\$00.00	\$690.00
B.	Fiber Splice Termination (per fiber)	00.00	14.55
C.	Copper Pair Splice/Termination (Per Copper Pair)	00.00	10.05
D.	Fiber Termination Unit (Per each 4 to 24 Fibers)	9.98	1,915.00
E.	Copper Termination Unit (Per each 1-100 pair)	2.56	492.00
F.	Maintenance and Repair Rates		
1.	NOC Trouble Ticket,		
-	Each 1/4 hour	00.00	12.45
2.	Four Hour Minimum	00.00	199.20
3.	Each Additional 1/2 hour	00.00	24.90
G.	Interconnection Cross Connect (Per Cross Connect)		
1.	Copper 2-wire		
-	Initial	00.00	239.83
-	Additional	00.00	102.19
2.	Copper 4-wire		
-	Initial	00.00	240.84
-	Additional	00.00	103.21
3.	Fiber - Per Fiber		
-	Initial	.80	333.46
-	Additional	.80	159.54
H.	Application Fee	00.00	258.86

14.0 ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

Virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

For purposes of virtually collocating equipment, SWBT shall determine which eligible structures require access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to SWBT and other Collocators. Provided that SWBT is not required to make this determination prior to an executed agreement to virtually collocate in an eligible structure.

After Collocator has been provided with written notification by SWBT that access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocators may not enter an eligible structures without obtaining undated copies of drawings, schematics, or other engineering documents. Upon request, SWBT shall immediately make available to Collocators those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, SWBT shall not prevent the Collocator from entering the eligible structure. If SWBT does not immediately make the requested documents available to a Collocator and the Collocator enters the eligible structure, SWBT shall deliver the requested documents to Collocator immediately upon locating same.

SWBT will provide a security escort with the Collocator paying the expense for the escort. In areas defined in SWBT's local exchange tariff as rate groups 6, 7 and 8, SWBT will provide the security escort within one (1) hour of notification by the Collocator. In areas defined in SWBT's local exchange tariff as rate groups 1, 2, 3, 4 and 5, SWBT will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the parties, at the time of notice. In the event the FCC determines that SWBT may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Paragraph 14.0 and in Paragraph 1.1 2. is null and void, and all virtual collocation will be maintained by SWBT as described in Paragraph 1.1, 1.

Prior to entering an eligible structure that requires drawings, schematics, or other engineering documents, Collocators must provide SWBT with reasonable notice of the entry. Notice will be provided to SWBT's Local Operations Center, which will be available to receive notice 24 hours a day, 7 days a week. Collocators providing notice to SWBT's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the eligible structure.

The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SWBT security standards. Disciplinary procedures shall be established in accordance with Section 26.15.3 to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of SWBT or other Collocators in jeopardy.

SWBT may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.

The Commission will permit SWBT to recover the cost of such security devices from the Collocators in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SWBT equipment suppliers with equivalent access.

Provisioning of equipment required for virtual collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this appendix and interconnection agreements.

15.0 OBLIGATIONS OF THE COLLOCATOR

15.1 Indemnification of SWBT

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

Collocators shall indemnify and hold harmless SWBT the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against SWBT where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one

of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SWBT or its employees. The provisions in this section are reciprocal and applicable also to SWBT.

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

15.2 Insurance

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

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

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

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

required to, obtain insurance on behalf of the Collocator as specified herein. SWBT will invoice Collocator for the costs incurred to so acquire insurance.

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

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

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

Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, the coverage requirements described above shall immediately apply.

15.3 Conduct While in SWBT Eligible Structures

Collocators and SWBT will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other SWBT property for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocators or SWBT in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or SWBT in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SWBT property:

- a. Theft or destruction of SWBT's or Collocator's property;
- b. Use/sale or attempted use/sale of alcohol or illegal drugs on SWBT property;
- c. Threats or violent acts against other persons on SWBT property;
- d. Knowing violations of any local, state or federal law on SWBT property;
- e. Permitting unauthorized persons access to SWBT or Collocator's equipment on SWBT property; and
- f. Carrying a weapon on SWBT property.

In addition, Collocator and SWBT will take appropriate disciplinary steps as determined by each party to address any violations reported by SWBT or the Collocator of SWBT's policies and practices on security, safety, network reliability,

and business conduct as defined in SWBT's Interconnector's Collocation Services Handbook for Virtual Collocation in Missouri, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

16.0 COOPERATIVE RESPONSIBILITIES

16.1 Qualification of Collocators

Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SWBT security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SWBT's own employees and authorized contractors must undergo. SWBT will not, however, require Collocators to receive security training from SWBT, but will provide information to Collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in SWBT's Interconnector's Collocation Services Handbook for Virtual Collocation in Missouri.

17.0 RATE REGULATIONS

The interim rates and rate elements listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates and rate elements in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent rates, rate elements, terms and conditions for Virtual Collocation. The interim rates and rate elements set forth below are subject to true up to the permanent Virtual Collocation rates and rate elements established by the Missouri Public Service Commission in Case No. TT-2001-298 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent Virtual Collocation rates and rate elements. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Virtual Collocation rates and rate elements, but shall not include any period prior to the effective date of this agreement with CLEC.

The rate regulations, rate element descriptions and rates and charges included in 13.0 preceding apply to this virtual collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

17.1 Rate Elements for SWBT Offices

- A. This security escort charge consists of the charges for SWBT-provided security escorts for Collocator Vendor's access to their virtual collocation space in Staffed and Unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ½ hour basis and are dependent upon day of week and time of day. For purposes of this agreement, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time

to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified in 17.3(A) following.

B. Safety and Security

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within the used space of the Central Office. This charge is expressed as a recurring rate on a per square foot basis as specified in 17.3 (B) following and was developed based on implementation of varying combinations of the following security measures and devices:

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

In the event SWBT elects to erect an interior security partition in a given Central Office to separate its equipment, the lesser of the costs of the partition or a security camera system for such Central Office shall be applicable. In no event shall a Collocator be required to pay for both an interior security partition to separate SWBT's equipment in a Central Office and a security camera system for such Central Office.

17.2 Rate Elements for SWBT CEVs, Huts and Cabinets

A. Security Escorts

The security escort charge consists of the charges for SWBT-provided security escorts for Collocator Vendor's access to their virtual collocation space in CEVs, Huts and Cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/2 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call out charge. Rates and charges are as found in 17.4(A).

17.3	Rates and Charges	<u>USOCs</u>	<u>Rate per Month</u>	<u>Nonrecurring Charge</u>
	Central Offices			
	A. Security Escorts, per visit			
	1. Staffed Building			
	- Access during normal business hours			
	- Each 1/2 hour		\$00.00	\$24.90
	- Each additional 1/2 hour		00.00	24.90
	- Access outside normal business hours			
	- 4 hour minimum		00.00	199.20
	- Each additional 1/2 hour		00.00	24.90
	2. Unstaffed Building, Anytime			
	- 4 hour minimum		00.00	199.20
	- Each additional 1/2 hour		00.00	24.90
	B. Safety and Security (Per square foot)		00.00	00.00
17.4	Rates and Charges			
	CEVs, Huts and Cabinets			
	A. Security Escorts, per visit			
	- 4 hour minimum		00.00	199.20
	- Each additional 1/2 hour		00.00	24.90

ATTACHMENT 25: xDSL**1.0 Introduction**

- 1.1 SWBT agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.
- 1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

2.0 Definitions

- 2.1 For purposes of this Attachment, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.¹
- 2.2 For purposes of this Attachment, a “subloop” is defined as any portion of the loop from SWBT’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SWBT’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire within.² The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC’s UNE Remand Order. Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.
- 2.3 The term “Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line). A “DSL-capable loop” is a loop that supports the transmission of DSL technologies.

¹ See 47 C.F.R. §51.319 (a) (1)

² See 47 C.F.R. §51.319 (a) (2).

- 2.4 A “DSL-Capable Loop” is a loop that supports the transmission of DSL technologies.
- 2.5 A loop technology that is “presumed acceptable for deployment” is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission (“FCC”), any state commission, or an industry standards body.
- 2.6 A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.

3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops

- 3.1 SWBT is not in any way permitted to limit xDSL capable loops to the provision of ADSL.
- 3.2 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLECs services or technologies to a level at or below those provided by SWBT.
- 3.3 SWBT will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.
- 3.4 SWBT shall not deny a CLEC’s request to deploy any loop technology that is presumed acceptable for deployment, or one that is addressed in Section 4.5 of this Attachment, unless it has demonstrated to the Commission that CLEC’s deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SWBT will provide CLEC with notice prior to seeking relief from the Commission under this Section.
 - 3.4.1 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SWBT and the Commission before or at the time of their request to deploy that technology in Missouri. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below.

3.5 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.6 Liability

3.6.1 Each Party, whether a CLEC or SWBT, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SWBT facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.6.2 For any technology, CLEC's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or connecting and concurring carriers involved in SWBT services, cause damage to SWBT's plant, impair the privacy of any communications carried over SWBT's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. SWBT will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If SWBT does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SWBT must be supported with specific and verifiable supporting information.

3.7 Indemnification

3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on

Indemnatee's facilities and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.

- 3.7.3 Indemnatee agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnatee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnatee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.
- 3.7.4 Indemnatee agrees that Indemnifying Party will have no indemnity obligation, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnatee liability.
- 3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on gross negligence or intentional misconduct.

4.0 Unbundled xDSL-Capable Loop Offerings

4.1 DSL-Capable Loops

- 4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.

- 4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.³ The rates for the 2-Wire Digital Loop are set forth in Section 11.1 below.
- 4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridge tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.
- 4.1.4 Intentionally Left Blank
- 4.1.5 Sub-Loop: In locations where SWBT has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade plain old telephone service (POTS) circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SWBT will make the following options available to CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that SWBT make copper facilities available (subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital Subscriber Line Access Multiplexer ("DSLAM") in SWBT's RT at the fiber/copper interface point. When CLEC collocates its DSLAM at SWBT's RT, SWBT will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop. The xDSL subloops (consistent with Section 2.2 above) are defined as outlined in Sections 4.1.1 through 4.1.4 above, but only include the F2/distribution portion of the loop. Where CLEC is unable to install a DSLAM at the RT or obtain spare copper loops necessary to provision an xDSL service, and SWBT has placed a DSLAM in the RT, SWBT must unbundle and provide access to its DSLAM. SWBT is relieved of this requirement to unbundle its DSLAM only if it permits CLEC to collocate its DSLAMs in the RT on the same terms and conditions that apply to its own DSLAM. The unbundling

³ Definition from the M2A appendix UNE, Section 4.2.3.

requirement with respect to DSLAMS would attach to such equipment transferred to SWBT's advanced services affiliate. Sub loop pricing may be found in Section 11.1 below.

- 4.2 SWBT shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC.
- 4.3 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLEC's services or technologies to a level at or below those provided by SWBT. CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC should at the time of ordering notify SWBT as to the type of Power Spectral Density (PSD) mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SWBT. Likewise, SWBT should disclose upon request to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SWBT will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SWBT with a technical description of the technology (including power mask) for the inventory purposes. SWBT will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of SWBT's retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 9.1 below.
- 4.4 In the event that SWBT rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SWBT will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SWBT will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.
- 4.5 From the approval of this Agreement by the Missouri PSC until October 13, 2000 ("the Trial Period"), a CLEC may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Missouri on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without

significant degradation for 12 months or until national standards have been established, whichever occurs first.

- 4.5.1 CLEC's deployment of non-standard xDSL technologies during the Trial Period by itself shall not be deemed a successful deployment of the technology under the FCC's Order issued on March 31, 1999 in CC Docket No. 98-147, FCC 99-48.
- 4.5.2 If a loop technology is deployed without significant degradation for 12 months, or if national standards for the technology are established, whichever occurs first, the parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.
- 4.6 Following expiration of the Trial Period, SWBT will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
 - 4.6.1 Upon request by CLEC, SWBT will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
 - 4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SWBT will provide a loop to support the new technology for CLEC as follows:
 - 4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then SWBT will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed. SWBT's ordering procedures will remain the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.
 - 4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- 4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Sections 4.5 and 4.6 above for which applicable national standards have not been adopted.
- 4.8 If SWBT or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SWBT or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SWBT or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.
- 4.9 SWBT shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SWBT may make and apply to CLEC, changes to Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.⁴
- 4.10 SWBT shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL that would adversely affect wholesale xDSL services or xDSL providers.

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

- 5.1 **General:** SWBT will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. This includes the manual, computerized, and automated systems, together with associated business processes and the up-to-date data maintained in those systems. CLEC will be given nondiscriminatory access to the same OSS functions that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate. This includes any operations support systems utilized by SWBT's service representatives and/or SWBT's internal engineers and/or by SWBT's advanced services affiliate to provision its own retail xDSL service.
- 5.2 Subject to Sections 5.3 and 5.4 below, SWBT must provide actual, real-time loop makeup information to CLEC rather than a prequalification or loop qualification process.

⁴ PSC order in Docket TO-2000-322.

- 5.3 Loop Pre-Qualification: Until such a real-time system is implemented however, SWBT's pre-qualification system will provide a response to CLEC queries within four hours for those central offices that have been inventoried. If a CLEC chooses to employ SWBT's manual pre-qualification system in a central office that has not been inventoried, the interval for receiving the response should be no longer than 10 business days. Until replaced with actual, real-time loop makeup information as required by the Commission and the UNE Remand Order, SWBT will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based or other advanced services in specific SWBT wire centers in which the CLEC has collocated or has ordered collocation and has advised SWBT of its intent to order xDSL-capable loops. The loop length indicator is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC.
- 5.4 Loop Qualification: SWBT will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as SWBT's retail operations or its advanced service subsidiary, to have real-time electronic access as a preordering function to the loop makeup information described in Section 5.3. If a CLEC elects to have SWBT provide actual loop makeup information through a manual process, then the interval will be 3-5 business days or the interval provided to SWBT's retail ADSL personnel, whichever is less. At the time an electronically interfaced loop makeup system is implemented, the objective interval for obtaining loop make-up information should become a part of the body of OSS performance measures.
- 5.5 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. SWBT also shall provide to the CLEC any other relevant information listed on the individual loop record but not listed above.

Where SWBT has not compiled loop qualification information for itself, SWBT is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. If SWBT has manual access to this sort of information for itself, or any affiliate, SWBT will provide access to it to CLEC on a non-discriminatory basis. To the extent SWBT has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

- 5.6 SWBT will provide real time, electronic access to all systems needed for efficient provisioning of advanced services such as xDSL. Implementation schedule of OSS updates and to provide such access is contained in Section 13.0.

6.0 Provisioning

- 6.1 CLEC shall designate, at the CLEC's sole option, what loop conditioning SWBT is to perform in provisioning the xDSL loop or subloop on the loop order. Conditioning may be ordered on loop(s) or subloop(s) of any length at the Loop conditioning rates set forth in Section 11.4. The loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.
- 6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 6.3 Subsequent to the initial order for a xDSL capable loop or subloop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a xDSL-capable loop, no service order charges shall be assessed, but the due date may be adjusted as necessary as agreed to by the parties. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Section 11.3.
- 6.5 SWBT shall keep CLEC deployment information confidential from SWBT's retail operations, any SWBT affiliate, or any other CLEC.

7.0 Acceptance Testing

- 7.1 SWBT and CLEC agree to implement Cooperative Acceptance Testing for xDSL loop delivery.
- 7.2 Should CLEC desire Cooperative Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Cooperative Acceptance Testing will be conducted at the time of installation of the service request.
- 7.3 Acceptance Testing Procedure:
 - 7.3.1 Upon delivery or repair of a loop to/for CLEC, SWBT's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free CLEC number to initiate performance of a series of cooperative tests.
 - 7.3.1.1 Except for ISDN loops that are provisioned through repeaters or digital loop carriers, the test requires the SWBT field technician to provide a solid short across the tip and ring of the circuit and then open circuit the loop.
 - 7.3.1.2 For ISDN (very low band symmetric) loops that are provisioned through repeaters or digital loop carriers, the SWBT field technician will not perform a short or open circuit.
 - 7.3.2 If the loop passes Cooperative Acceptance Test for loop continuity test parameters defined by this Agreement for xDSL loops, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. CLEC will be billed for the Cooperative Acceptance Test as specified below under Acceptance Testing Billing.
 - 7.3.3 If the Cooperative Acceptance Test fails loop continuity test parameters defined by this Agreement for xDSL loops, the LOC technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work at such office. If the problem cannot be quickly resolved, SWBT will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SWBT will contact CLEC to repeat the Cooperative Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. SWBT will not complete an order that fails Acceptance Testing.
 - 7.3.4 Since CLEC's test equipment cannot send signals through repeaters or digital loop carriers, CLEC will accept ISDN loops without testing the complete circuit. Consequently, SWBT agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of SWBT), SWBT will adjust

CLEC's bill and refund the recurring charge of such a loop until SWBT has resolved the problem and closed the trouble ticket.

- 7.3.5 SWBT will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the LOC on hold for over ten (10) minutes. In that case, SWBT may close the order utilizing existing procedures. If no trouble ticket is opened on that loop within 24 hours, SWBT may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section B below. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from SWBT error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SWBT will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by SWBT to not meet loop continuity test parameters defined herein, SWBT will not charge for acceptance testing done on the repair call.
- 7.3.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be SWBT's error, then the loop will not be counted as a successful completion for the purposes of the calculations discussed in Section B.1 below.
- 7.3.7 Both Parties will work together to implement Cooperative Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SWBT to expend additional time and expense.
- 7.4 Acceptance Testing Billing
- 7.4.1 CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, CLEC may indicate that it believes that SWBT is failing to install loops with loop continuity and ordered conditioning eighty percent (80%) of the time within the committed intervals.
- 7.4.1.1 If sampling establishes that SWBT is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, SWBT may continue charging for Acceptance Testing for all loops that are properly installed the first time. If SWBT is not correctly provisioning loops eighty percent (80%) of the time, or greater, then CLEC will not be billed for Acceptance Testing for the next 90 days. Immediately after the effective date of this agreement, the Parties will negotiate in good faith to agree to a method for sampling 100 random install orders; provided, however, the Parties agree that none of the orders included in

such sampling shall be orders placed within the first thirty (30) days of CLEC's entry into any Metropolitan Statistical Area ("MSA").

7.4.1.1.1 ISDN Loops that have trouble tickets (that are SWBT's fault) opened within 10 business days will be considered failures.

7.4.1.1.2 Loops that are successfully installed as a result of corrective action taken after acceptance testing will be considered failures.

7.4.1.2 In any calendar month after the 90 day no charge period, SWBT may request that another random sample of 100 install orders be reviewed. If the sample determines SWBT is provisioning loops correctly eighty percent (80%) of the time or greater, billing will resume.

7.4.1.3 Even if SWBT is in period which it may bill for Acceptance Testing, SWBT will not bill for the Acceptance Testing for loop installs that did not pass, the first time, the test parameters defined by this Agreement for xDSL loops. SWBT will not bill for loop repairs when the repair was SWBT problem.

7.4.1.4 Beginning October 1, 2000, SWBT delivery commitment changes to 90%.

7.4.2 The charges for Acceptance Testing shall be \$33.51 as specifically listed in Section 13.4.8(A) of the FCC Tariff No. 73. CLEC will use the USOC(s) UBCX+ for basic time. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price. If the tariff rate changes, the parties will negotiate in good faith to determine if the tariff rate changes should apply to acceptance testing.

7.4.3 Repairs

7.4.3.1 The parties will negotiate in good faith to arrive at terms and conditions for acceptance testing on repairs

8.0 Service Quality and Maintenance

8.1 SWBT will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SWBT beyond these parameters will be billed on a time and materials basis at Access Tariff 73 rates.

8.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where

CLEC has requested that no conditioning be performed, SWBT's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SWBT will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

- 8.3 Each xDSL-Capable Loop offering provided by SWBT to CLEC will be at least equal in quality and performance as that which SWBT provides to itself or to an affiliate.

9.0 Spectrum Management

- 9.1 CLEC will advise SWBT of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. The CLEC, at its option and without further disclosure to SWBT, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SWBT as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SWBT as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.
- 9.2 SWBT shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SWBT may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. SWBT may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SWBT will release loop binder groups, pair ranges or pair complements that may have already been marked, identified or designated as "ADSL and POTS only," and will remove any such mark, identification or designation that may already have been made in SWBT's electronic or paper-based OSS or records, including LFACS. SWBT will remove any restrictions, and will not impose future restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SWBT will not deny requests for loops based on spectrum management issues.
- 9.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SWBT and CLECs shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to

maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. SWBT will assign the local loop consistent with the agreed-to spectrum management standards.

- 9.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SWBT and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. In such case, SWBT will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SWBT, as well as competitively neutral as between different xDSL services. Where disputes arise, SWBT and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SWBT will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.
- 9.5 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if SWBT and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SWBT and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10.0 Collocation

- 10.1 The Parties acknowledge and agree that upon approval of this Agreement by the Missouri PSC, CLEC will purchase collocation under the rates, terms and conditions set forth in the Missouri Physical Collocation Appendix.

11.0 Rates for xDSL Capable Loops and Associated Charges, Billing and Payments of Rates and Charges

11.1 SWBT's rates for xDSL-capable loops are:

	<u>Recurring</u>	<u>Nonrecurring</u>	
		Initial	Additional
<u>2-Wire xDSL Loop</u>			
Zone 1	\$ 12.71	\$ 26.07	\$ 11.09
Zone 2	\$ 20.71	\$ 26.07	\$ 11.09
Zone 3	\$ 33.29	\$ 26.07	\$ 11.09
Zone 4	\$ 18.23	\$ 26.07	\$ 11.09
 <u>2-Wire Digital Loop</u> <u>(e.g., ISDN/IDSL)</u>			
Zone 1	\$ 25.79	\$ 57.77	\$ 30.22
Zone 2	\$ 42.10	\$ 57.77	\$ 30.22
Zone 3	\$ 58.44	\$ 57.77	\$ 30.22
Zone 4	\$ 41.44	\$ 57.77	\$ 30.22
 <u>4-Wire xDSL Loop</u>			
Zone 1	\$ 19.79	\$ 28.77	\$ 11.09
Zone 2	\$ 35.35	\$ 28.77	\$ 11.09
Zone 3	\$ 61.16	\$ 28.77	\$ 11.09
Zone 4	\$ 30.08	\$ 28.77	\$ 11.09

11.2 SWBT's rates for Loop Make-Up Information are:

Loop Make-Up Information (as defined in section 5.4) – Mechanized/query	\$ 15.00 ⁵
Loop Make-Up Information (as defined in section 5.4) - Manual	\$ 15.00 ⁶
Detailed Make-up Information – Manual	TBD

11.3 SWBT's rates for Cross Connects.

xDSL Cross Connect Charge – Standard – Non-Shielded:

	<u>Recurring</u>	<u>Nonrecurring</u> <u>Initial</u>	<u>Additional</u>
2-wire Analog (w/o test)	\$ 0.31	\$ 19.96	\$ 12.69
4-wire Analog (w/o test)	\$ 0.63	\$ 25.38	\$ 17.73
2-wire Digital (w/o test)	\$ 0.31	\$ 19.96	\$ 12.69

xDSL Cross Connect Charge – Shielded:

2-wire xDSL	\$ 0.80	\$ 19.96	\$ 12.69
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Note: There is no requirement that a CLEC order shielded cross-connects. Shielded cross-connects are only available for 2-wire xDSL loops used to provision PSD #5.

SWBT's rates for cross-connects above are final and are not interim or subject to retroactive true-up.

⁵ Pursuant to the Missouri Arbitration Order Case No. TO-2000-322, this price will change to \$0.00 on August 1, 2000.

⁶ Effective August 1, 2000, manual loop make-up information will be priced at the rate of \$84.15.