APPENDIX
POLES, DUCTS, CONDUIT,
and
RIGHT OF WAY

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Agreement No. _____

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

This Agreement dated _____, 2000, is made by and between Nevada Bell Telephone Company ("NEVADA") and the undersigned Applicant. As provided in this Agreement, NEVADA will provide Applicant nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA and located in this state.

ARTICLE 1: PARTIES

1.1 NEVADA is a corporation chartered in the State of Nevada. NEVADA's principal office is located at 645 E. Plumb Lane, Reno, Nevada 89520.

1.2 Applicant. Applicant is a telecommunications carrier or cable television system doing business or operating in this State under the following name(s): New Edge Network, Inc. d/b/a New Edge Networks.

1.3 Applicant maintains offices in this State at the following address: _____.
Applicant is more fully described in APPENDIX II ("Identification of Applicant").

ARTICLE 2: PURPOSE OF AGREEMENT

2.1 Primary Purpose of Agreement

The primary purpose of this Agreement is to set forth the rates, terms, conditions, and procedures under which NEVADA will provide Applicant access to NEVADA's poles, ducts, conduits, and rights-of-way located in this State.

2.2 Applicability

This Agreement applies to all poles, ducts, conduits, and rights-of-way subject to the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996, and further amendments.

2.3 Construction in Accordance with Purpose

All provisions of this Agreement shall be construed and applied consistently with the requirements of the Pole Attachment Act and those provisions of the Telecommunications Act of 1996, including but not limited to 47 U.S.C. §§

251(b)(4) and 271(c)(2)(B)(iii), which mandate access to NEVADA's poles, ducts, conduits, and rights-of-way.

2.4 Uniform Application and Nondiscriminatory Access

In Paragraph 1156 of the First Interconnection Order in CC Docket No. 96-98, the FCC has ordered that "[W]here access is mandated, the rates, terms, and conditions of access must be uniformly applied to all telecommunications carriers and cable operators that have or seek access." In Paragraph 1157 of the First Interconnection Order, the FCC has further stated that except as specifically noted elsewhere in that order, "a utility may not favor itself over other parties with respect to the provision of telecommunications or video programming services." This Agreement has been drafted and shall be construed to effectuate these nondiscriminatory access requirements.

2.5 Effect on Rights and Remedies under Law

This Agreement is intended by the Parties to implement, rather than abridge, their respective rights under federal and state law. In the event of an irreconcilable conflict between any provision of this Agreement and any applicable federal or state laws, rules, regulations, or commission orders, the Parties' rights and remedies under such laws, rules, regulations, and orders shall take precedence over the terms of this Agreement.

2.6 Additional Negotiations

This Agreement is one of many agreements between NEVADA and parties seeking access to NEVADA's poles, ducts, conduits, and rights-of-way in this State. Nothing contained in this Agreement shall preclude NEVADA from negotiating additional or different terms of access with third parties. Applicant may, at any time, seek amendments to this Agreement to conform to the terms of agreements between NEVADA and third parties. In addition, the Parties acknowledge that it may be necessary to amend or supersede this Agreement to conform to changes in the law, streamline procedures for granting access, address issues not addressed in this Agreement, and resolve operational concerns arising by virtue of the presence of competing providers of telecommunications and cable television services on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way. Each Party shall, therefore, at the request of the other Party, engage in good faith negotiations to supplement, amend or replace this Agreement.

2.7 Relationship to Interconnection Agreement

NEVADA has provided Applicant the option of executing this Agreement either as a standalone agreement or as part of the interconnection agreement, if any, between the Parties. Applicant's election is reflected in this section, and this Agreement shall be construed in accordance with Applicant's election. If this Agreement has been executed as part of an interconnection agreement, Applicant

shall have the additional option of replacing this Agreement at any time with NEVADA's then-current Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way.

[ ] This Agreement has been entered into as a standalone Agreement.

[ ] This Agreement has been entered into, at Applicant's request, as an appendix, attachment, or exhibit to an interconnection agreement between the Parties. Except as otherwise specifically stated in this Agreement, the terms of this Agreement, which are specific to poles, ducts, conduits, and rights-of-way, shall apply in the event of conflict between the terms of this Agreement and the general terms and conditions set forth in the interconnection agreement.

2.8 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements

Nothing contained in this Agreement shall be construed as precluding Applicant from having such additional access to NEVADA's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between Applicant and NEVADA relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Agreement does not provide the access required, additional terms of access may be included in any tariff or agreement between the Parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

3.1 Definitions in General. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 3.2 to 3.48 except as the context otherwise requires.

3.2 Agreement. The term "Agreement" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Agreement" includes all appendices, attachments, and addenda to this Agreement, including but not limited to addenda, if any, reflecting state-specific requirements or Applicant-specific requirements imposed by interconnection arbitration orders.

3.3 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole.

3.4 Appendix. The capitalized term "APPENDIX" refers to one of the following appendices to this Agreement.

APPENDIX I: Schedule of Rates, Fees, and Charges

APPENDIX II: Identification of Applicant

APPENDIX III: Administrative Forms and Notices

- CO 4927-NEV: Permit to Attach/Occupy
- CO 4931: Notification of Impending Telco Work
- C 0019: Cost Estimate Detail For License Work
- C 0018-NEV: Application For Pole Attachment/Conduit Occupancy
- CO 4936-NEV: Licensee Inspection Summary
- CO 4930: Request For Removal of Licensee Facilities
- CO 4932: Notification of Additional Expenditures/Work

APPENDIX IV: Insurance Requirements

APPENDIX V: Nondisclosure Agreement

APPENDIX VI: Notices to Applicant

APPENDIX VII: Notices to NEVADA

APPENDIX VIII: Identification of Structure Licensing Coordinator ("SLC"))

3.5 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either Party or by a third party. Except as otherwise specifically provided in this Agreement, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency as provided in Section 15.2 of this Agreement) until the assignment has been released or lapsed. Assignment procedures are described in Section 8.2 of this Agreement.

3.6 Authorized contractor. "Authorized contractors" are contractors selected by Applicant who may, subject to Applicant's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by NEVADA or persons acting on NEVADA's behalf. As used in this Agreement, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Applicant's behalf or other contractors who may be selected by Applicant to perform work on Applicant's behalf without NEVADA's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by Applicant and NEVADA to perform one or more of the following tasks within a specified NEVADA construction district:

(a) Installation of those sections of Applicant's ducts or facilities which connect to NEVADA's conduit system as provided in Section 6.8(c);

(b) Installation of inner duct as provided in Section 10.2.2;

(c) Excavation work in connection with the removal of retired or inactive ("dead") cables as provided in Section 10.2.3; or

(d) Make-ready work as provided in Sections 10.4 and 10.5.

A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those NEVADA construction districts agreed to by both Parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one NEVADA construction district constitute approval of such authorized contractor for the area served by a different NEVADA construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all NEVADA construction districts in which the work is to be performed. If, by agreement of the Parties or commission order, Applicant has been approved as an authorized contractor, such approval shall be noted by an addendum to this Agreement.

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

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

3.9 Competitive Local Exchange Carrier ("CLEC"). The terms "competitive local exchange provider" and "CLEC" refer only to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Agreement, these terms include NEVADA.

3.10 Conduit. The term "conduit" refers to all NEVADA conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by NEVADA, including the re-enterable manholes and handholes used to connect ducts and provide access to cables, wires, and other facilities within the ducts. As used in this Agreement, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include:

(a) Cables and other telecommunications equipment located within conduit structures; or

(b) Central office vaults, controlled environment vaults, or other NEVADA structures (such as huts and cabinets) which branch off from or are connected to NEVADA's conduit.

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

3.12 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term "conduit system" refers only to conduit systems owned or controlled by NEVADA and does not include:

(a) Cables and other telecommunications equipment located within conduit structures; or

(b) Central office vaults, controlled environment vaults, or other NEVADA structures (such as huts and cabinets) which branch off from or are connected to NEVADA's conduit.

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

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

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

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

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

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

3.19 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term "handhole" refers only to handholes which are part of NEVADA's conduit system and does not refer to handholes which provide access

to buried cables not housed within NEVADA ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by NEVADA and does not include cables and other telecommunications equipment located within handhole structures.

3.20 Hazardous substances. The term "hazardous substances" refers to hazardous and toxic substances, waste, pollutants, contaminants, and materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601(14), as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement, including but not limited to the Occupational Safety and Health Act ("OSHA"). In general, the term "hazardous substances" refers to any substance the presence, use, transport, abandonment or disposal of which:

(a) Requires investigation, remediation, compensation, fine, or penalty under health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement; or

(b) Poses risk to human health, safety, or the environment and is regulated under any such laws, ordinances, statutes, rules, and regulations.

For the purposes of this Agreement, the term "hazardous substances" shall also include petroleum, natural gas, and other combustible or noxious liquids, gases, or solids which may accumulate at sites subject to this Agreement.

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

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

3.23 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with NEVADA permitting it to attach its facilities to NEVADA's poles or place its facilities in NEVADA's ducts, conduits, or rights-of-way.

3.24 CO4927-NEV Permit to Attach/Occupy . The term " Permit" refers to a written instrument confirming that NEVADA has granted the application of Applicant or a third party for access to pole, duct, conduit, or right-of-way space and that, based on Applicant's or such third party's representations (and NEVADA's field

inspection, if any), it appears that no further facilities modification, capacity expansion or make-ready work by NEVADA is required before facilities described in the application are installed in the space requested. The term "Permit" refers to permits issued by NEVADA pursuant to this Agreement and may, if the context requires, refer to a Permit issued by NEVADA before the date of this Agreement. The Parties' use of the term " Permit" in this Agreement shall not be construed as conferring authority or discretion on NEVADA's part to deny access to Applicant in any manner inconsistent with the requirements of the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders.

3.25 Maintenance duct. The term "maintenance duct" generally refers to one duct in a multiduct structure when only copper technology exists, one innerduct in a multiduct structure when only fiber technology exists, or in conduit structures where both fiber and copper technologies exist, one 4-inch duct for copper and one innerduct for fiber in a separate duct from the copper duct for maintenance purposes. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including NEVADA, Applicant, other competitive local exchange providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for:

(a) Short-term emergency repairs as provided in Article 15 of this Agreement; and

(b) Short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Agreement.

No more than one full-sized duct within any given conduit section will be designated by NEVADA as the maintenance duct. In those locations where, on the effective date of this Agreement, there is not a full-sized duct available to be used as a maintenance duct, NEVADA will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from NEVADA's manhole to customer premises. Maintenance ducts will not be considered "available" (as defined in Section 3.7) for assignment to NEVADA, Applicant, or joint users for purposes other than short-term uses contemplated in this section; provided, however, that NEVADA may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in NEVADA's outside plant records. When only one usable

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

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare NEVADA's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Applicant's facilities. Make-ready work does not include the actual installation of Applicant's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), and rearranging, transferring, replacing, and removing existing facilities on a pole or in a conduit system where such work is required to accommodate Applicant's facilities (as contrasted with work performed on NEVADA's behalf in furtherance of NEVADA's own business needs or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of NEVADA's facilities (including, but not limited to, poles, ducts, conduits, handholes, and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole, or right-of-way usable for the initial placement of Applicant's facilities. As used in this Agreement, the term "make-ready work" also includes associated planning and engineering work required to confirm or determine the extent of make-ready work required and to plan make-ready projects.

3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of NEVADA's conduit system. As used in this Agreement, the term "manhole" refers only to manhole structures owned or controlled by NEVADA and does not include cables and other telecommunications equipment located within manhole structures.

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

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

3.30 Person acting on Applicant's behalf. The terms "person acting on Applicant's behalf," "personnel performing work on Applicant's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Applicant's behalf," "personnel performing work on Applicant's behalf," and similar terms specifically include, but are not limited to, Applicant, its officers, directors,

employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Applicant and their respective officers, directors, employees, agents, and representatives. An authorized contractor selected by Applicant to perform make-ready work shall be deemed to be a person acting on Applicant's behalf while performing such work at Applicant's request.

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

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

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

occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.

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

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

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

(b) Confirming or determining the extent, if any, to which modifications to NEVADA's poles, ducts, conduits, or right-of-ways are required to accommodate Applicant's facilities;

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

(d) Estimating the costs, if any, that Applicant will be required to pay for any such facilities modification, capacity expansion, or make-ready work.

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

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

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

(c) What other capacity expansion or make-ready work, if any, will be proposed by Applicant to prepare NEVADA's poles, ducts, conduits, and rights-of-way to accommodate Applicant's facilities.

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

3.38 Rights-of-way. The term "rights-of-way" refers to all NEVADA rights-of-way subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, rights-of-way are legal rights to pass over or through property of another party for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include but are not limited to:

(a) Public rights-of-way which NEVADA may occupy as permitted by law for the placement of its facilities (e.g., rights-of-way on, under, or over streets, highways, and other public roads); and

(b) Easements or servitudes granted by property owners or obtained through the exercise of eminent domain authority authorizing NEVADA to pass over, place facilities on, and have rights of ingress and egress to the property of such property owners.

Rights-of-way may also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by NEVADA's facilities. Except as the context otherwise requires, the term "rights-of-way" as used in this Agreement refers only to rights-of-way owned or controlled by NEVADA and does not include:

(a) Cables and other telecommunications equipment buried or located on such rights-of-way;

(b) Public rights of way (which are owned by and subject to the control of governmental entities); or

(c) Any space which is owned and controlled by a third-party property owner and occupied by NEVADA with permission from such owner rather than as a matter of legal right.

As used in this Agreement, the term "right-of-way" may also include certain fee-owned or leased property acquired by NEVADA for the specific purpose of

installing poles, ducts, or conduits or burying underground cables which are part of NEVADA's network distribution facilities.

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

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

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

3.42 State Commission. The term "State Commission" refers to the Public Utilities Commission of Nevada.

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

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

3.45 Third party. The terms "third party" and "third parties" refer to persons and entities other than the Parties to this Agreement (that is, persons and entities other than Applicant and NEVADA).

3.46 Structure Licensing Coordinator ("SLC") The terms "Structure Licensing Coordinator" and "SLC" refer to the person or persons designated by NEVADA to be responsible for handling and processing requests for access to NEVADA's poles, ducts, conduits, and rights-of-way in this State. The term "SLC" connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Agreement or in the Parties' interconnection agreement, if any, the SLC shall serve as Applicant's single point of contact for arranging access to NEVADA's poles, ducts, conduits, and rights-of-way and access to NEVADA's records relating to NEVADA's poles, ducts, conduits, and rights-of-way. The Structure Licensing Coordinator for this State is identified in APPENDIX VIII.

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

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

ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

4.1 Scope of Agreement

This Agreement establishes the rates, terms, conditions, and procedures for access to NEVADA's poles, ducts, conduits, and rights-of-way located within this State, without regard to whether such poles, ducts, conduits, or rights-of-way are located on public or private property; provided, however, that nothing contained in this Agreement shall be construed as a grant of access to any facilities which are not poles, ducts, conduits, or rights-of-way subject to the Pole Attachment Act or to any poles, ducts, conduits, rights-of-way, facilities, or property owned and controlled by parties other than NEVADA. Separate tariffs or agreements, including other portions of the Parties' interconnection agreement, and not this Agreement, shall govern Applicant's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:

(a) NEVADA's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from NEVADA's central offices;

(b) Controlled environment vaults ("CEVs"), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

(c) Ducts and conduits located within buildings owned by NEVADA; and

(d) Ducts, conduits, equipment rooms, and similar spaces located in space leased by NEVADA from third-party property owners for purposes other than to house cables and other equipment in active service as part of NEVADA's network distribution operations.

4.2 No Transfer of Property Rights to Applicant

Nothing contained in this Agreement or any permit subject to this Agreement shall create or vest (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Agreement and permits subject to this Agreement shall not create or vest (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of NEVADA's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in Applicant any right, title, or interest in or to any real or personal property owned by NEVADA, and the placement of Applicant's facilities on or in NEVADA's poles, ducts, conduits and rights-of-way shall not create or vest in NEVADA any right, title, or interest in such facilities.

4.3 No Effect on NEVADA's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way

Except as provided in subsections 4.3.1-4.3.4 of this section, nothing contained in this Agreement or any permit subject to this Agreement shall in any way affect NEVADA's right to abandon, convey, or transfer to any other person or entity NEVADA's interest in any of NEVADA's poles, ducts, conduits, or rights-of-way.

4.3.1 NEVADA shall give Applicant no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way:

(a) To or in which Applicant has attached or placed facilities pursuant to this Agreement; or

(b) With respect to which Applicant has been assigned pole attachment or conduit occupancy space.

The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4.3.2 NEVADA represents that prior to the effective date of this Agreement, and prior to enactment of the Telecommunications Act of 1996, NEVADA entered into one or more "joint use pole agreements" with electric utilities located in this State and that such agreements may require NEVADA to transfer or convey poles to such electric utilities from time to time.

Nothing contained in this Agreement shall abridge the rights of NEVADA or any electric utility under any contract executed prior to the effective date of this Agreement. In the event of any transfer or conveyance of poles to an electric utility pursuant to such a joint pole agreement, NEVADA will, at Applicant's request, provide Applicant and the transferee utility with such information as may be necessary to minimize any burdens to Applicant which may arise out of or in connection with the transfer or conveyance.

4.3.3 Transfers of NEVADA's poles, ducts, conduits, and rights-of-way shall be subject to Applicant's rights at the time of transfer. Applicant shall, at the request of NEVADA or the transferee, provide NEVADA or the transferee with all information required to assess Applicant's rights, post-transfer intentions with respect to continued occupancy, and willingness to negotiate new rates, terms, and conditions of access. Applicant shall not unreasonably refuse to negotiate with the transferee. If the transferee itself is a local exchange carrier or other utility subject to the Pole Attachment Act, Applicant shall, at the request of the transferee, negotiate in good faith new rates, terms, and conditions of access.

4.3.4 Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with NEVADA or to any entity which acquires or succeeds to ownership of substantially all of NEVADA's assets shall be subject to Applicant's rights under this Agreement and permit subject to this Agreement.

4.4 <u>No Effect on NEVADA's Rights to Manage its Poles, Ducts, Conduits, and Rights-of-Way</u>

Subject to Applicant's rights under this Agreement and applicable federal and state laws, rules, regulations, and commission orders, including, but not limited to, 47 C.F.R. §1.1403 (requiring 60 days' notice of contemplated modifications), NEVADA may:

(a) Locate, relocate, move, replace, modify, maintain, and remove all poles, ducts, conduits, and rights-of-way subject to this Agreement at any time and in any manner as NEVADA deems appropriate; and

(b) Enter into new agreements or arrangements with other persons or entities permitting them to attach facilities to NEVADA's poles or place facilities in or on NEVADA's ducts, conduits, or rights-of-way.

4.5 <u>No Right to Interfere</u>

Except to the extent expressly provided by the provisions of this Agreement, the provisions of this Agreement shall not be construed as authorizing either Party to

this Agreement, or persons acting on their behalf, to rearrange or interfere in any way with:

(a) The facilities of the other Party or joint users;

(b) The use of or access to such facilities by the other Party or joint users; or

(c) The ability of either Party or joint users to conduct normal business operations, serve their respective customers, or avail themselves of new business opportunities.

4.6 Required Franchises, Permits, Certificates, and Permits

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

4.7 DISCLAIMER OF WARRANTIES

NEVADA MAKES NO REPRESENTATIONS THAT NEVADA'S POLES, DUCTS, CONDUITS, OR RIGHTS-OF-WAY ARE SUITABLE FOR APPLICANT'S INTENDED USES. NEVADA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THIS AGREEMENT, NEVADA MAKES NO IMPLIED WARRANTIES OF ANY KIND.

4.8 Third-Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

5.1 Public Rights-of-Way

NEVADA and Applicant agree that neither Party has the right to restrict or interfere with the other Party's lawful access to and use of public rights-of-way, including public rights-of-way which pass over property owned by either Party. Except as otherwise specifically provided in this Agreement, NEVADA and Applicant shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body.

5.2 Private Rights-of-Way Not Owned or Controlled by Either Party

NEVADA and Applicant agree that neither Party shall restrict or interfere with the other Party's access to or right to occupy property owned by third-parties which is not subject to the other Party's control, including property as to which either Party has access subject to non-exclusive rights-of-way. Subject to the procedures set forth in Section 5.4 below, each Party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

5.3 Access to Rights-of-Way Generally

Each pole attachment and conduit occupancy assignment or permit made, issued, or subject to this Agreement shall include access to and use of all associated rights-of-way including, but not limited to, rights-of-way required by Applicant for ingress, egress, or other access to any sites where NEVADA's poles or any part of NEVADA's conduit system are located, but only to the extent, if any, that NEVADA has the legal authority to grant such access and use. At locations where NEVADA has access to third-party property pursuant to non-exclusive rights-of-way, NEVADA shall not interfere with Applicant's negotiations with third-party property owners for similar access or with Applicant's access to such property pursuant to easements or other rights-of-ways obtained by Applicant from the property owner; provided, however, that neither Party shall conduct activities on such right-of-way which interfere with the facilities of the other Party or with the other Party's access to and use of its own facilities. At locations where NEVADA has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, NEVADA shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and third parties on a nondiscriminatory, first-come, first-served basis, provided that the underlying agreement with the property owner permits NEVADA to provide such access, and provided further that Applicant agrees to indemnify, on request defend, and hold NEVADA harmless from any injury, loss, damage, claim, or liability arising out of or in connection with such access or use. Such access shall be granted, on a case-by-case basis, in the form of a permit, sublicense, sub-easement, or other mutually acceptable writing. Except as otherwise agreed to by the Parties, NEVADA's charges for such access (obtained from NEVADA rather than from the third-party property owner) shall include:

(a) A pro rata portion of the charges (including but not limited to one-time charges and recurring charges), if any, paid by NEVADA to obtain the right-of-way; plus

(b) Any other documented legal, administrative, and engineering costs incurred by NEVADA in obtaining the right-of-way and processing Applicant's request for access.

Applicant's pro rata portion of the charge paid by NEVADA shall be negotiated on a case-by-case basis and shall take into account the size of the area used by Applicant and the number of users occupying the right-of-way.

5.4 Special Procedures for Obtaining Access to Third-party Property

Although NEVADA will afford access to rights-of-way owned or controlled by it and permit Applicant to utilize NEVADA's rights-of-way to the extent that NEVADA has legal authority to do so, Applicant acknowledges that NEVADA may not own or control certain rights-of-way to the extent necessary to permit Applicant full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party property in those situations in which NEVADA does not have authority to permit Applicant access or either Party has a good faith belief that NEVADA does not have such authority:

(a) Applicant will first attempt to obtain right-of-way directly from the property owner.

(b) Applicant has the right of eminent domain under state law, Applicant will independently attempt to obtain the right-of-way it seeks through the exercise of that right.

5.5 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures

NEVADA will provide Applicant nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.3 and 5.4 above, to rights-of-way containing Controlled Environment Vaults ("CEVs"), huts, cabinets, and other similar structures. NEVADA will place no restrictions on access to such rights-of-way that are more restrictive than those NEVADA places on itself; provided, however, that neither Party shall conduct activities on such rights-of-way which interfere with the facilities of the other Party, with the privacy of communications carried over the other Party's network, or with the other Party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting Applicant access to such structures.

5.6 Access to Building Entrance Facilities, Building Distribution Facilities, and Equipment Rooms

The Parties acknowledge that ownership and control of building entrance and distribution ducts, building entrance and distribution conduits, building entrance and building distribution space, equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and similar spaces will vary from location to location and that the respective rights of third-party property owners, tenants in buildings owned by third-party property owners, telecommunications carriers, cable television systems, and other providers of telecommunications services with respect to such ducts, conduits, and spaces must be determined on a case-by-case basis. Each Party shall, when feasible, directly obtain from third-party property owners such access to building entrance and building distribution ducts, building entrance and building distribution conduits, building entrance and distribution space, equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and other similar areas as may be needed by such Party to serve the building owner and tenants located within buildings owned by third parties or to access other space in the building occupied or to be occupied by such Party. In those situations in which Applicant cannot obtain from the building owner access on terms satisfactory to Applicant, Applicant may request access from NEVADA as provided in Sections 5.3-5.4 of this Agreement; provided, however, that a separate, building-specific notice of intent to occupy under Section 8.2.2 or permit application under Section 9.2, including such additional information as may be necessary to identify the space to be occupied and the facilities to be placed in such space, shall be required for access to the facilities and space subject to this section. Any such notice or application shall conspicuously note on its face that access to building entrance or building distribution facilities or space is being sought. Applicant acknowledges that NEVADA must, before providing access to building space and facilities located on or within third-party property, review applicable legal documents and physical arrangements relating to the property, including physical arrangements within the building. Upon completion of that review, NEVADA will notify Applicant whether Applicant's request can be granted under this Agreement, will require access arrangements under a tariff or other applicable agreement, or will require other special handling (e.g., direct negotiations with the third-party property owner). Pending such notice, Applicant may not occupy any duct, conduit, or space subject to this section pursuant to Section 8.3 without NEVADA's express written consent but may exercise occupancy rights obtained directly from the building owner. If NEVADA has lawful authority to provide such access and is required by the Pole Attachment Act to do so, NEVADA shall provide Applicant access under this Agreement. Such access shall be negotiated on a case-by-case basis taking into account any special legal, technical, security, or construction considerations applicable to the ducts, conduits, or space which Applicant seeks to access. Such access, when provided, shall only include access to ducts, conduits, and available space (as distinguished from access to cables and other

equipment not subject to the Pole Attachment Act). Such access shall be subject to such reasonable terms and conditions as may be appropriate to protect the equipment and other property of the Parties and third parties, the reliability of the Parties' networks and the networks of third parties, and the privacy of communications carried over the Parties' networks and networks of third parties.

5.6.1 Applicant's access, if any, to building entrance ducts and building entrance conduits entering NEVADA-owned buildings (including but not limited to central offices) and access, if any, to other building entrance and building distribution facilities and space located within such buildings shall be arranged under and shall be subject to tariffs, agreements, and, if applicable, commission or court orders establishing such access rights rather than this Agreement.

5.6.2 Applicant's access to and use of building entrance ducts, building entrance conduits, building entrance space, and other building entrance facilities owned and controlled by third-parties shall be obtained by Applicant through direct negotiations between Applicant and the third-party property owners who own and control access to such facilities. If NEVADA owns a building entrance duct, building entrance conduit, or other building entrance space, or if NEVADA has sufficient control over a building entrance duct, building entrance conduit, or other building entrance space to permit other telecommunications carriers or cable television systems to have access to such ducts, conduits, or space without approval or consent from the third-party property owner, NEVADA shall, if adequate capacity is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and other telecommunications carriers and cable television systems on a nondiscriminatory, first-come, first-served basis; provided, however, that Applicant agrees to indemnify, on request defend, and hold NEVADA harmless from any injury, loss, damage, claim or liability arising out of or in connection with Applicant's access to or use of such building entrance ducts, building entrance conduits, or other building entrance space. Such access shall be granted, on a case-by-case basis, in the form of a permit, easement, sub-easement, or other mutually acceptable writing and shall not include access to or the right to use NEVADA's cables or other NEVADA telecommunications equipment occupying such ducts, conduits, or space. Except as otherwise agreed to by the Parties, NEVADA's charge for such access (obtained from NEVADA rather than from the third-party property owner) shall include:

(a) A pro rata portion of all charges (including but not limited to one-time charges and recurring charges), if any, paid by NEVADA to

obtain the building entrance duct, building entrance conduit, or building entrance space; and

(b) Any other documented legal, administrative, engineering and construction costs incurred by NEVADA to obtain such duct, conduit, or space, process Applicant's request for access, or prepare the facilities for Applicant's occupancy or use.

NEVADA's charges to Applicant under this subsection shall be calculated and negotiated on a case-by-case basis.

5.6.3 Applicant's access to and use of building distribution ducts, building distribution conduits, building distribution space, and other building distribution facilities owned and controlled by third-parties shall be obtained by Applicant through direct negotiations between Applicant and the third-party property owners who own and control access to such facilities. If NEVADA owns a building distribution duct, building distribution conduit, or other building distribution space, or if NEVADA has sufficient control over a building distribution duct, building distribution conduit, or other building distribution space to permit other telecommunications carriers or cable television systems to have access to such duct, conduit, or space without approval or consent from the third-party property owner, NEVADA shall, if adequate capacity is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and other telecommunications carriers and cable television systems on a nondiscriminatory, first-come, first-served basis; provided, however, that Applicant agrees to indemnify, on request defend, and hold NEVADA harmless from any injury, loss, damage, claim or liability arising out of or in connection with Applicant's access to or use of such building distribution ducts, building distribution conduits, or other building distribution space. Such access shall be granted, on a case-by-case basis, in the form of a permit, easement, sub-easement, or other mutually acceptable writing and shall not include access to or the right to use NEVADA's cables or other NEVADA telecommunications equipment occupying such ducts, conduits, or space. Except as otherwise agreed to by the Parties, NEVADA's charges for such access (obtained from NEVADA rather than from the third-party property owner) shall include:

(a) A pro rata portion of all charges (including but not limited to one-time charges and recurring charges) paid by NEVADA to obtain the building distribution duct, building distribution conduit, or building distribution space; and

(b) Any other documented legal, administrative, engineering costs and construction costs incurred by NEVADA to obtain such duct, conduit, or space, process Applicant's request for access, or prepare the facilities for Applicant's occupancy or use.

NEVADA's charges to Applicant under this subsection shall be calculated and negotiated on a case-by-case basis.

5.6.4 Access to equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and similar areas located in buildings owned and controlled by third-parties shall be subject to access as provided in Section 5.6.3; provided, however, that when any such room or space is leased to NEVADA on an exclusive basis (as may be the case if the room or space will be used to house remote switching equipment, pair gain equipment, or other network equipment used to provide or support telecommunications services to customers at locations outside the building in which such room is located), access, if any, shall be also subject to facilities collocation tariffs, agreements, or arrangements.

5.6.5 Nothing contained in this section shall be construed as authorizing Applicant to occupy space owned or controlled by third parties or to utilize third-party facilities or property without permission or authority from the owner of such property, where such permission or authority is required. Neither this section nor any permit or permission granted under or subject to this section shall be construed as a representation by NEVADA to Applicant that Applicant has the right to have access to or occupy any duct, conduit, or space owned and controlled by a third-party property owner or to utilize any telecommunications equipment owned or controlled by NEVADA or any third party (including but not limited to owner- or tenant-owned cables, wires, and equipment located on the customer side of any network interface device).

5.6.6 If Applicant has been granted access to a building entrance or building distribution duct, conduit, or space pursuant to this section, Applicant shall, at NEVADA's request, relinquish such access to NEVADA if it is subsequently determined that Applicant's use of such space will preclude NEVADA from meeting carrier- or provider-of-last-resort obligations to customers on the premises affected.

ARTICLE 6: SPECIFICATIONS

6.1 Compliance with Requirements, Specifications, and Standards

Applicant agrees that Applicant's facilities attached to NEVADA's poles or occupying space in NEVADA's ducts, conduits, and rights-of-way shall be

attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Agreement.

6.2 Design to Minimize the Need for Access to NEVADA's Poles, Ducts, and Conduits

The Parties shall each design their facilities to minimize the need for the Parties to access NEVADA's poles, ducts, and conduits.

6.3 Infrequent Construction Techniques and Connectivity Solutions

Unless precluded by documented engineering criteria or written guidelines NEVADA applied to itself as of January 1, 1996, and consistent with considerations of safety, reliability, and sound engineering practice, NEVADA will permit Applicant at its own expense to utilize the following techniques to avoid high or unusual expenditures:

(a) Placement of pole attachments on both the "field" side and "road" side of a pole;

(b) Placement of extension arms or stand-off brackets on poles; and P

(c) Building conduit branches into NEVADA's conduit systems.

Applicant acknowledges that use of the above techniques will be rare, will be permitted only on a case-by-case basis, and must be performed in a manner which does not jeopardize the structural integrity of NEVADA's facilities, the safety of personnel working on or in NEVADA's poles, ducts, or conduits, and does not render unusable other available space on the pole or in the duct or conduit. Except as otherwise agreed to by the Parties in writing, extension arms or stand-off brackets, if utilized, shall be installed as make-ready work in accordance with NEVADA's specifications and at Applicant's expense. Once installed, extension arms and stand-off brackets shall become part of the pole and shall be owned by NEVADA. Unused capacity on any such extension arms or stand-off brackets shall be deemed "available" (as defined in Section 3.7) for assignment.

6.4 Published Standards

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

(a) Manual of Construction Procedures,

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

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

6.5 Additional Electrical Design Specifications: Conduit

The Parties agree that, in addition to the specifications and requirements referred to in Sections 6.1-6.4 above, facilities placed in NEVADA's conduit system after the effective date of this Agreement shall meet the electrical design specifications set forth in this section.

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

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

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

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

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

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

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

6.6 Additional Physical Design Specifications: Conduit

Facilities placed in NEVADA's conduit system following the effective date of this Agreement shall meet all of the following physical design specifications:

(a) Except as otherwise specifically agreed in this Agreement or permit subject to this Agreement, Applicant's facilities shall enter NEVADA's conduit system at locations consistent with the physical design specifications that NEVADA applies to itself (typically through a manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the Parties in accordance with Section 6.3 (infrequent construction techniques and connectivity solutions).

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

(c) Neither Party shall circumvent the corrosion mitigation measures of the other Party or joint users.

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

6.7 Efficient Use of Conduit

To ensure efficient use of conduits, NEVADA will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically two or three inner ducts in a full four-inch duct) as needed for NEVADA's own business purposes and to accommodate Applicant and other joint users; provided, however, that NEVADA will not be required to install inner duct in advance of need or in anticipation of potential future requests for access by Applicant and other joint users. In addition, the Parties shall, in accordance with NEVADA's duct selection standards, install cables in inner duct when cable diameters permit.

6.8 Specifications Applicable to Connections: Conduit

Except as otherwise specifically agreed in this Agreement or permits subject to this Agreement, or as mutually agreed upon by the Parties in writing, the following specifications apply to connections of Applicant's ducts and conduits to NEVADA's conduit system:

(a) Applicant shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of NEVADA's conduit system except as provided in this Agreement, in permits subject to this Agreement, or as mutually agreed upon by the Parties in writing.

(b) Nothing contained in subsection (a) shall be construed as precluding Applicant or qualified personnel acting on Applicant's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placement and splicing of Applicant's cable.

(c) Where Applicant's duct or facility physically connects with NEVADA's conduit system, the section of Applicant's duct or facility which connects to NEVADA's conduit system shall be installed by NEVADA or its contractor at Applicant's expense (which will be NEVADA's actual costs or the price charged NEVADA by the contractor performing such work).

NEVADA will perform this work in an interval consistent with the intervals NEVADA performs the same or similar types of work for itself. If NEVADA's interval for beginning or completing this work does not meet Applicant's needs, Applicant may arrange for the work to be performed by an authorized contractor selected by Applicant from a list, jointly developed by Applicant and NEVADA, of mutually agreed contractors qualified to perform such work. Work performed by an authorized contractor selected by Applicant to perform work under this subsection shall be performed in accordance with both Parties' specifications and in accordance with both Parties' standards and practices. Each Party shall indemnify, on request defend, and hold the other Party harmless from any injuries, losses, damages, claims, or liabilities resulting from the performance of work by the indemnifying Party or by persons acting on the indemnifying Party's behalf under this subsection.

(d) NEVADA will have the option to monitor the entrance and exit of Applicant's facilities into NEVADA's conduit system and the physical placement of Applicant's facilities in and removal of such facilities from any part of NEVADA's conduit system. Notice requirements for such monitoring are addressed in Section 6.11 of this Agreement.

(e) If Applicant constructs or utilizes a duct (other than a duct owned or controlled by NEVADA) which is connected to NEVADA's conduit system, the duct and all connections between that duct and NEVADA's conduit system shall be sealed to prevent the entry of gases or liquids into NEVADA's conduit system. If Applicant's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids into NEVADA's conduit system.

6.9 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety

Except as otherwise specifically provided in this Agreement, Applicant shall be responsible for selecting the employees and contractors who will perform work on Applicant's behalf on, within, and in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way. Applicant, its contractors, subcontractors, and other vendors acting on Applicant's behalf shall also be responsible for selecting the personnel who perform work on Applicant's behalf at such sites, directing the work performed by such personnel, compensating their respective employees, and complying with all applicable laws, rules, regulations, and agency orders relating to withholding taxes, social security taxes, and other employment-related taxes. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of NEVADA, Applicant and joint users, to protect the

health and safety of persons working on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way, to assure the financial responsibility of all persons and entities performing work on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way, and to protect the public at large. The requirements of this section (other than the provisions of Section 6.9.8) shall be reciprocal and shall apply to NEVADA and personnel acting on NEVADA's behalf to the same extent they apply to Applicant.

6.9.1 Contractors, subcontractors, and other vendors, including authorized contractors, performing work on Applicant's behalf on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way shall meet the same financial responsibility (insurance and bonding) requirements generally applicable to contractors, subcontractors, and vendors performing work on NEVADA's behalf on, within, or in the vicinity of such poles, ducts, conduits, or rights-of-way. NEVADA shall advise Applicant of NEVADA's requirements and any changes in such requirements. Applicant shall be solely responsible for assuring compliance with such requirements by contractors, subcontractors, and other vendors acting on Applicant's behalf and shall be liable to NEVADA for any injury, loss, or damage suffered by NEVADA as a result of its failure to do so.

6.9.2 Only properly trained persons shall work on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way. Applicant shall be responsible for determining that all such persons acting on Applicant's behalf have proper training.

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

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

safe enough for the work to be performed, Applicant shall notify NEVADA of conditions at the site and shall not proceed with the work until Applicant is satisfied that the work can be safely performed.

6.9.5 Neither Applicant nor any person acting on Applicant's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

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

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

6.9.8 Applicant shall promptly suspend activities on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way (other than sites owned or controlled by Applicant) if notified by NEVADA that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). Applicant shall not

resume such activities on or in the vicinity of NEVADA's poles or rights-of-way until Applicant is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of NEVADA's conduit system until both Applicant and NEVADA are satisfied that the work may safely proceed and that hazardous conditions at the site have been rectified. In the event that NEVADA requires Applicant to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, NEVADA shall reimburse Applicant for actual costs resulting from the delay.

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

6.9.10 Applicant and persons acting on Applicant's behalf are encouraged to report unsafe conditions on, within, or in the vicinity of NEVADA's poles or conduit system to NEVADA.

6.9.11 Applicant shall establish sufficient controls and safeguards to assure compliance with all provisions of this section.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of NEVADA's Conduit Systems

When Applicant, its contractors, and other persons acting on Applicant's behalf perform work for Applicant within or in the vicinity of NEVADA's ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

(a) Except as may be mutually agreed upon by the Parties in writing, Applicant shall not "rod" or clear any duct or inner duct in NEVADA's conduit system other than a duct or inner duct assigned to Applicant. Following the assignment of a specific duct or inner duct to Applicant, Applicant may request that NEVADA rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, NEVADA will assign the next available duct or inner duct to Applicant. Applicant's request for assignment of the next available duct shall be in writing, may be transmitted to NEVADA via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by NEVADA's own personnel.

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

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

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

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

(f) Manhole pumping and purging required in order to allow Applicant's work operations to proceed shall be performed by Applicant or its contractor in accordance with the requirements of Sections 6.14 and 6.15 of this Agreement.

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

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

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

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

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

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

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

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

6.11 Opening of Manholes and Access to Conduit

The following requirements apply to the opening of NEVADA's manholes and access to NEVADA's conduit system.

6.11.1 Applicant will notify NEVADA not less than 48 hours in advance before entering NEVADA's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the Parties. The notice shall state the general nature of the work to be performed. As a courtesy, Applicant shall, when feasible, provide NEVADA with 10 working days advance notice before entering NEVADA's conduit system. NEVADA shall, within 10 working days after the effective date of this Agreement, advise Applicant of the manner in which notices required by this section shall be given.

6.11.2 An authorized employee or representative of NEVADA may be present as a construction inspector at any time when Applicant or personnel acting on Applicant's behalf enter or perform work within NEVADA's conduit system. Such inspectors may inspect the performance and quality of the work and monitor the work for compliance with the terms, conditions, and specifications of this Agreement or, in the case of facilities modification, capacity expansion or make-ready work, the plans and specifications of the facilities modification, capacity expansion, or make-ready project. When NEVADA inspectors are present, Applicant and its contractors shall have sole authority, responsibility, and control over the method or manner by which the work is to be performed. NEVADA's inspectors may call violations to Applicant's attention but shall have no authority to direct or advise Applicant or personnel acting on Applicant's behalf concerning the method or manner by which the work is to be performed; provided, however, that nothing contained in this subsection shall relieve Applicant from complying with any requirements of this Agreement.

6.11.3 The Parties contemplate that Applicant may need to perform operations in NEVADA's conduit system other than during normal business hours and may on occasion require access to manholes on shorter notice than contemplated in Section 6.11.1 above. Under these circumstances, Applicant shall notify NEVADA as soon as is reasonably possible of its intent to enter and perform work in the conduit system and NEVADA shall not, without due cause and justification, insist on literal compliance with scheduling requirements of Section 6.11.1). NEVADA will establish procedures enabling NEVADA to receive notices from Applicant under this subsection 24 hours a day, seven days a week.

6.11.4 Each Party must obtain any necessary authorization from appropriate authorities to open manholes for such Party's own conduit work and operations therein.

6.11.5 Applicant shall reimburse NEVADA for costs associated with the presence of construction inspectors only as specified in APPENDIX I and only as permitted by applicable laws, rules, regulations, and commission orders. NEVADA shall not charge Applicant for more than one such construction inspector per site at any given time.

6.11.6 If the presence of NEVADA personnel at the site is requested by Applicant or, in Applicant's opinion, is integral to successful completion of the work, Applicant shall pay the costs of having such personnel present.

6.12 OSHA Compliance

The Parties agree that:

(a) Facilities attached to NEVADA's poles or placed in NEVADA's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act ("OSHA") and all rules and regulations promulgated thereunder;

(b) All persons acting on such party's behalf shall, when working on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way, comply with OSHA and all rules and regulations thereunder; and

(c) Applicant shall establish appropriate procedures and controls to assure compliance with all requirements of this section.

6.13 Hazardous Substances

Applicant acknowledges that, from time to time, hazardous substances (as defined in Section 3.19 of this Agreement) may enter NEVADA's conduit system and accumulate in manholes or other conduit facilities and that hazardous substances may be present at other sites where NEVADA's poles, ducts, conduits, or rights-of-way are located.

6.13.1 Applicant may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to Applicant as Applicant may deem necessary to determine the presence at such sites of hazardous substances. NEVADA will assist Applicant, at Applicant's request and expense, in the performance of such inspections and tests.

6.13.2 NEVADA makes no representations to Applicant or personnel performing work on Applicant's behalf that NEVADA's poles, ducts, conduits, or rights-of-way will be free from hazardous substances at any particular time. Before entering a manhole or performing any work within or in the vicinity of NEVADA's conduit system or any other site subject to access under this Agreement, Applicant or personnel acting on Applicant's behalf shall independently determine, to their satisfaction, whether such hazardous substances are present and conduct their work operations accordingly.

6.13.3 Each Party shall promptly notify the other of hazardous substances known by such Party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to Applicant pursuant

to this Agreement if, in the sole judgment of such Party, such hazardous substances create a serious danger to:

(a) The health or safety of personnel working within or in the vicinity of the conduit; or

(b) The physical condition of the other Party's facilities placed or to be placed within the conduit.

6.13.4 Nothing contained in this Agreement (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either Party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such Party's failure to comply with such laws. Nothing contained in this Agreement shall be construed as relieving NEVADA of liability for hazardous substances present at any site subject to this Agreement or as relieving either Party of liability for introducing hazardous substances to the site or causing or contributing to the release of any such substances. Failure to comply with the requirements of this section may, however, be considered in determining issues relating to negligence, causation of injury, and comparative responsibility for injuries to persons, property, and the environment.

6.14 Compliance with Environmental Laws and Regulations

Applicant and NEVADA agree to comply with the following provisions relating to compliance with environmental laws and regulations.

6.14.1 Facilities attached to NEVADA's poles or placed in NEVADA's ducts, conduits, and rights-of-way following the effective date of this Agreement shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws.

6.14.2 All persons acting on Applicant's or NEVADA's behalf, including but not limited to the Parties' employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations. Applicant and personnel acting on Applicant's behalf are expected to be familiar with their obligations under environmental laws such as the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629),

the Clean Water Act (33 U.S.C. §§ 1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

6.14.3 The Parties shall each establish appropriate procedures and controls to assure compliance with all requirements of this section.

6.14.4 From and after the effective date of this Agreement, neither Party nor personnel acting on either Party's behalf shall discharge or release hazardous substances onto or from the site of any NEVADA pole, duct, conduit, or right-of-way. Neither Applicant nor NEVADA nor personnel acting on either Party's behalf shall discharge water or any other substance from any NEVADA manhole or other conduit facility onto public or private property, including but not limited to any storm water drainage system, without first determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Applicant will be expected to test such water or substance for hazardous substances in accordance with then-applicable NEVADA standards and practices.

6.14.5 Applicant and NEVADA and all personnel performing work on Applicant's or NEVADA's behalf shall, when working on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way, comply with such additional standards, practices, and requirements as NEVADA may from time to time adopt to comply with environmental laws, provided that such standards are communicated in writing to Applicant at least 60 days in advance of Applicant's work.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards)

Facilities attached to NEVADA's poles or placed in NEVADA's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, or the like). Applicant and NEVADA shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.

6.16 Differences in Specifications

To the extent that there may be differences in the specifications, the most stringent specification will apply except as otherwise specifically provided by NEVADA in writing. Applicant will consult with NEVADA when Applicant is uncertain as to which specification is to be followed.

6.17 Responsibility for the Condition of Facilities

Each Party will be responsible at all times for the condition of its facilities (including but not limited to those extending from NEVADA's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS

7.1 Designation of Primary Points of Contact

Each Party will, at the request of the other Party, designate a primary point of contact to facilitate communications between the Parties and the timely processing of Applicant's applications for access to NEVADA's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, NEVADA's primary point of contact shall be the Structure Licensing Coordinator identified in APPENDIX VIII. Designation of primary points of contact pursuant to this section will not affect notice requirements or other legal requirements set forth in other provisions of this Agreement.

7.2 Determinations by Applicant of Suitability and Availability

Applicant shall make its own, independent assessment of the suitability of NEVADA's poles, ducts, conduits, and rights-of-way for Applicant's intended purposes.

7.3 Access to Records Relating to NEVADA's Poles, Ducts, Conduits, and Rights-of-Way

This section establishes procedures through which certain records and information relating to NEVADA's poles, ducts, conduits, and rights-of-way will be made available to Applicant for planning and other purposes. Access to such records and information will be conditioned on Applicant's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement attached to this Agreement as APPENDIX V or such other nondisclosure agreement as shall be mutually acceptable to the Parties, and no person acting on Applicant's behalf will be granted access to such records and information without first signing such a nondisclosure agreement. Applicant will reimburse NEVADA for all reasonable costs incurred by NEVADA in granting Applicant's requests for access to records and information under this section.

7.3.1 Applicant may, at any time after the effective date of this Agreement, request permission to inspect NEVADA's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space. Applicant will be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the Parties. Access to such maps and records will be by appointment only, and NEVADA will make such maps and records available for inspection by Applicant on two business days advance notice; provided, however, that Applicant will, as a courtesy, when feasible, provide NEVADA with 10 business days advance notice of its intent to examine such records.

7.3.2 The access described in Section 7.3.1 shall include the right to make copies, at Applicant's expense, except for cable plat maps, which shall be made available for inspection only. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to other cable-specific or customer-specific information, Applicant's copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes (e.g., proposing cable consolidations and identifying plant discrepancies) and not for sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Applicant's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of NEVADA's poles, ducts, conduits, and rights-of-way for Applicant's intended uses.

7.3.3 NEVADA will provide Applicant the best information available from NEVADA's current pole and conduit maps and records, cable plat maps, and other outside plant and construction records. NEVADA represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

(a) The exact location of the facilities depicted;

(b) The physical size, characteristics, or condition of the facilities depicted;

(c) The ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;

(d) The arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of NEVADA's conduit system; and

(e) Other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of Applicant's facilities or that the poles, ducts, or conduits depicted are suitable for Applicant's intended use.

7.4 Pre-occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way

Applicant shall be permitted to view and inspect specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis as provided in this section.

7.4.1 After the effective date of this Agreement, Applicant may view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude Applicant from visually inspecting NEVADA's poles, ducts, conduits, or rights-of-way from any vantagepoint lawfully accessible to Applicant without NEVADA's permission.

7.4.2 Applicant shall not enter any NEVADA manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Agreement, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.1 Selection of Space

Applicant will select the space Applicant will occupy on NEVADA's poles or in NEVADA's conduit systems. Applicant's selections will be based on the same criteria NEVADA applies to itself. To enable Applicant to make such selections in accordance with NEVADA's criteria, NEVADA will provide Applicant information about the network guidelines and engineering protocols used by NEVADA in determining the placement of facilities on NEVADA's poles and in NEVADA's conduit systems. In conduit systems owned or controlled by NEVADA, maintenance ducts (as defined in Section 3.25) shall not be considered available for Applicant's use except as specifically provided elsewhere in this Agreement. All other ducts, inner ducts, sub-ducts, and partitioned conduits which are not assigned or occupied shall be deemed available for use by

NEVADA, Applicant, and third parties entitled to access under the Pole Attachment Act.

8.2 Pole, Duct, and Conduit Space Assignments

Pole, duct, and conduit space selected by Applicant will be assigned to Applicant as provided in this section. Information received by NEVADA in connection with this section shall be subject to the provisions of Article 28 of this Agreement ("Confidentiality of Information").

8.2.1 After Applicant's application for a pole attachment or conduit occupancy permit has been received by NEVADA, the pole, duct, and conduit space selected by Applicant in such application will be assigned to Applicant for a pre-occupancy period not to exceed 12 months. The assignment (and date and time of assignment) will be logged and recorded in the appropriate NEVADA records. If such space has been provisionally assigned to Applicant as authorized below in Section 8.2.2, the 12-month pre-occupancy assignment period will begin on the date the provisional assignment is recorded in NEVADA's records or the date of NEVADA's receipt of Applicant's notice of intent to occupy under Section 8.2.2, whichever date first occurs.

8.2.2 NEVADA shall, within 60 days after the effective date of this Agreement, adopt interim procedures which will enable pole, duct, and conduit space to be provisionally assigned to Applicant and other applicants prior to the submission of formal applications required pursuant to Section 9.2 of this Agreement. Where indicated below, the interim procedures will apply to the assignment of space to NEVADA as well as to Applicant and other applicants. NEVADA may, on 60 days advance notice to Applicant, revise such interim procedures if such procedures prove to be unworkable, in which event Applicant may challenge NEVADA's decision in accordance with procedures available to Applicant under applicable federal and state laws and regulations. The procedures will enable Applicant and other applicants, by written notice, to advise NEVADA of their intent to occupy unassigned space which appears, from NEVADA's records, to be available for assignment. Upon receipt of such notice, NEVADA shall date-and-time stamp the notice and provisionally assign the space selected by Applicant or such other applicant by logging and recording the assignment (and date and time of assignment) in the appropriate NEVADA records, which records will be available for inspection as provided in Section 7.3 of this Agreement. Space provisionally assigned to Applicant or such other applicant will not be available for assignment to any other person or entity, including NEVADA. Notwithstanding such provisional assignment, Applicant shall

not occupy such space without first obtaining a permit, except as provided in Section 8.3. The following additional requirements shall apply.

8.2.2.1 Before giving NEVADA notice of its intent to occupy unassigned space, Applicant shall make a good faith determination that it actually plans to occupy such space. The assignment process shall not be used by either Party for the purpose of holding or reserving space which such Party does not plan to use or for the purpose of precluding NEVADA or any other person or entity from utilizing or having access to NEVADA's poles, ducts, conduits, or rights-of-way.

8.2.2.2 With respect to unassigned conduit occupancy space, the notice must include all information required to enable NEVADA and joint users, including other persons or entities which may from time to time seek space in the same ducts and conduits, to determine the specific space which Applicant desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(a) The specific conduit sections, and each manhole, to be occupied;

(b) The number of ducts, and number of inner ducts, to be occupied by Applicant within each conduit section;

(c) The physical size ("diameter") of the cables to be placed in such duct, if known, or the maximum and minimum sizes of the cables which may be placed if more than one size cable is being considered for the space to be occupied;

(d) The anticipated use by Applicant of any infrequent construction techniques and connectivity solutions authorized under Section 6.3 to avoid high or unusual expenditures;

(e) Applicant's best estimates of the dates when Applicant plans to begin and complete construction at the sites specified in the notice;

(f) If applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a permit, as provided in Section 8.3 of this Agreement; and

(g) If applicable, a conspicuous statement, as required by Section 5.6 of this Agreement, that the notice pertains to a building entrance or building distribution duct or conduit or other space within a building.

8.2.2.3 With respect to unassigned pole space, such notice must include all information required to enable NEVADA and other joint users, including other persons or entities seeking space on the same poles, to determine the specific space which Applicant desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(a) The specific poles to be occupied;

(b) The specific space on each pole to be occupied, including the height (distance from the ground) of the attachment and the side (road or field) where the attachment is to be made;

(c) The anticipated number and types of cables to be attached, together with the anticipated physical size ("diameter") and weight (weight per foot) of such cables, and the anticipated number and types of strands, if any, to be used to support the cables, such information to be sufficient to give notice to NEVADA and other joint users of the remaining space on the pole available and what facilities modification, capacity expansion, or make-ready work may be required of subsequent applicants as a result of the provisional assignment of space to Applicant;

(d) The anticipated use by Applicant of any infrequent construction techniques and connectivity solutions authorized under Section 6.3 to avoid high or unusual expenditures;

(e) Applicant's best estimates of the dates when Applicant plans to begin and complete construction at the sites specified in the notice; and

(f) If applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a permit, as provided in Section 8.3 of this Agreement.

8.2.2.4 No later than 30 days after giving such notice, Applicant shall file an application under Section 9.2 or the provisional assignment will lapse.

8.2.2.5 As stated in Section 7.3.3, NEVADA does not represent that its records accurately reflect the information necessary to enable Applicant to rely upon a records-based assignment process. NEVADA shall have no duty to verify that space provisionally assigned pursuant to this subsection is actually available.

8.2.3 Assignments made prior to the issuance of a permit will be provisional assignments and will be subject to modification if it is subsequently determined that the space selected by or assigned to Applicant is already occupied or that a different assignment is required to comply with NEVADA's standards for assigning pole, duct, and conduit occupancy space.

8.2.4 Applicant's obligation to pay semiannual pole attachment or conduit occupancy fees will commence from the date of assignment or provisional assignment, as logged and recorded in the appropriate NEVADA records.

8.2.5 During the 12-month assignment period following the date space is assigned to Applicant and entered into the appropriate NEVADA record, NEVADA shall not occupy or use such space without Applicant's permission, shall not assign such space to any party other than Applicant, and shall not knowingly permit any party other than Applicant to occupy or use such space without Applicant's permission except as otherwise specifically provided in this Agreement. The assignment to Applicant will automatically lapse 12 months after the date the assignment has been entered into the appropriate NEVADA record if Applicant has not occupied such assigned space within such 12-month period; provided, however, that if Applicant's failure to occupy the space within such 12-month period results from NEVADA's failure to perform make-ready work on schedule, the Parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of NEVADA's make-ready work; and, provided further, that if Applicant can demonstrate that its failure to occupy the space within such 12-month period results from the actions of NEVADA or third parties other than persons acting on Applicant's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date Applicant is first able to commence construction activities at the site involved. Assignments to third parties shall be subject to the same rules applicable to Applicant under this subsection. Extensions permitted under this

subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate NEVADA records available for inspection under Section 7.3.

8.2.6 NEVADA may assign space to itself by making appropriate entries in the same records used to log assignments to Applicant and third parties. If NEVADA assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate NEVADA record if NEVADA has not occupied such assigned space within such 12-month period; provided, however, that if NEVADA's failure to occupy the space within such 12-month period results from the actions of Applicant or third parties other than persons acting on NEVADA's behalf, or from acts of God, NEVADA's assignment may be extended for a period no longer than three months from the date NEVADA is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate NEVADA records available for inspection under Section 7.3.

8.2.7 If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to either Party under this section, the Party to whom such space has been assigned will reimburse the person or entity incurring the costs for such facilities modifications, capacity expansions, or make-ready work if the Party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.

8.2.8 Except as provided in Sections 8.2.5-8.2.6 above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables Applicant, NEVADA, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

8.2.9 At Applicant's election, Applicant may file an application for access which specifically requests that the space sought by Applicant not be assigned to Applicant immediately and not be recorded immediately in NEVADA's records available for inspection by other telecommunications carriers, cable television systems, or other providers of telecommunications services under Section 7.3 of this Agreement. In that event, the space sought by Applicant will not be assigned to Applicant and will remain available for assignment to others without restriction until such time as such space is formally assigned to Applicant in accordance with Applicant's written instructions and the assignment is recorded in the

records available for inspection under Section 7.3. The assignment shall be made no later than the date of issuance to Applicant of a permit confirming that Applicant has the right to occupy the space described in the permit. In the event that Applicant elects to proceed under this subsection, Applicant's obligation to pay pole attachment and conduit occupancy fees shall not commence until the date the assignment is recorded in the appropriate NEVADA records and Applicant shall bear the risks that:

(a) The space sought by Applicant will be assigned to and occupied by another person or entity; or

(b) Circumstances will occur which may require that NEVADA reevaluate Applicant's application and repeat the field inspection portion of the pre-permit survey at Applicant's expense.

8.2.10 Notices and applications including assignment requests will be date- and time-stamped on receipt. Because space will be selected and further assignments made based on entries logged and recorded in the appropriate NEVADA records, the date and time of assignment will be the date and time when the assignment is recorded rather than the date and time of receipt of the application or notice requesting such assignment. Although NEVADA's clerical personnel will promptly process assignment requests included in applications and notices transmitted to NEVADA by mail, courier, fax, or other transmission media, NEVADA shall not be liable for any failure by Applicant to obtain the space desired by Applicant due to delay in logging assignment requests. Applicant acknowledges that, to maximize the probability that Applicant will be assigned the space Applicant desires, Applicant should, when possible, submit applications and notices including assignment requests in person to NEVADA at the site where the applicable records are maintained and should countersign the entry reflecting the assignment and time of assignment.

8.3 Immediate Occupancy

NEVADA shall, within 60 days after the effective date of this Agreement, adopt interim procedures which will provide Applicant the ability to attach or place facilities on or in NEVADA's poles, ducts, conduits, and rights-of-way on an immediate basis when such space is available for Applicant's use and no make-ready work or infrequent construction techniques or connectivity solutions are required. NEVADA may, on 60 days advance notice to Applicant, revise or terminate such interim procedures if they prove to be unworkable, in which event Applicant may seek renegotiation of this Agreement or challenge NEVADA's decision in accordance with procedures available to Applicant under applicable federal and state laws, regulations, and commission orders. The special

procedures established under this section shall supplement, rather than replace, the regular assignment and licensing procedures set forth in Articles 8-10 of this Agreement, are intended to be used only under special circumstances (e.g., when the regular procedures allow insufficient time to meet customer service commitments or resolve non-routine construction or network contingencies), shall not be used on a routine basis, and shall be consistent with subsections (a)-(f) below.

8.3.1 Upon giving NEVADA the notice required by this subsection, Applicant may immediately occupy space assigned or provisionally assigned to Applicant pursuant to Section 8.2 of this Agreement. The notice shall be contained in either a notice of intent to occupy as provided in Section 8.2.2 or a permit application under Section 9.2. Applicant shall not give such notice or occupy such space without first reviewing NEVADA's records and determining that the records reflect that the space sought is available.

8.3.2 Applicant shall not occupy space which has not been assigned or provisionally assigned to Applicant. The assignment must be recorded on the appropriate NEVADA records, as provided in Section 8.2, prior to Applicant's occupancy. If Applicant subsequently determines that the records are inaccurate and that the space assigned to Applicant is not available, or that the space assigned is not suitable for Applicant's intended use, Applicant shall, within one business day, notify NEVADA in writing that it no longer intends to occupy the space earlier assigned and is releasing the assignment. Except as otherwise provided in this subsection, Applicant shall not occupy other space on the pole or in the duct or conduit without first obtaining an assignment or provisional assignment of the space which Applicant will occupy. To avoid high or unusual expenditures resulting from unanticipated conditions at the site, Applicant may occupy space not assigned to Applicant subject to the following terms and conditions.

8.3.2.1 Applicant may occupy the next available space shown on NEVADA's records as available at the time of Applicant's last review of the records. Applicant shall not knowingly occupy space occupied by or assigned to NEVADA or any third party without consent of the Party to whom the space has been assigned.

8.3.2.2 Within one business day after occupying such space, Applicant shall submit to NEVADA a written notice of intent to occupy or an application for the space occupied showing the reason for Applicant's use of the space occupied.

8.3.2.3 Applicant shall bear the risk that space occupied by Applicant pursuant to this section was assigned to NEVADA or a third party during the period between Applicant's last review of the records and Applicant's occupancy of such space. After occupying space not previously assigned to Applicant, Applicant shall review the records and promptly notify the affected party if Applicant determines that it has occupied space assigned to such party. At the request of the party to whom such space has been assigned, Applicant shall, within 24 hours, or within such other period of time mutually agreed to by the parties affected, remove its facilities from the space in question if the parties affected cannot reach an acceptable alternative solution. NEVADA and Applicant anticipate that all parties affected will act in good faith to work out acceptable solutions and that the parties affected will not insist on strict adherence to the 24-hour removal requirement unless there is a legitimate business need for compelling removal within such time period.

8.3.2.4 NEVADA shall be entitled to recover from Applicant actual costs, if any, directly incurred by NEVADA as a result of Applicant's decision under this subsection to occupy space subject to a valid prior assignment to NEVADA. Applicant shall indemnify, on request defend, and save NEVADA harmless from any injury, loss, damage, liability, or claim asserted against NEVADA by any third party resulting from Applicant's decision under this subsection to occupy space assigned to such third party.

8.3.3 Nothing in this section authorizes Applicant to place its facilities on or in any pole, duct, or conduit space already occupied by the facilities of NEVADA or a third party, even if the presence of such facilities is not reflected on NEVADA's records.

8.3.4 Nothing in this section authorizes Applicant, without first obtaining NEVADA's written authorization, to:

(a) Place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by Applicant); or

(b) Utilize any infrequent construction technique or connectivity solution described in Section 6.3.

8.3.5 If Applicant has not done so already, within 24 hours after occupying space pursuant to this section, Applicant will submit to NEVADA an

application for the space occupied as provided in Section 9.2 of this Agreement. The application may be submitted by fax.

8.3.6 Applicant will bear all risks resulting from the possibility that assigned space which appears from the records to be available is not available or in suitable condition to be used by Applicant and shall indemnify, on request defend, and hold NEVADA harmless from any injury, loss, damage, claim, or liability (including but not limited to third-party claims) resulting from Applicant's occupancy of space in violation of this section.

ARTICLE 9: APPLICATIONS AND PRE-PERMIT SURVEYS

9.1 Permits Required

Except as otherwise specifically permitted in this Agreement, Applicant shall apply in writing for and receive a permit before attaching facilities to specified NEVADA poles or placing facilities within specified NEVADA ducts, conduits, manholes, or handholes. Permit applications and information received by NEVADA in connection with such applications shall be subject to the provisions of Article 28 of this Agreement ("Confidentiality of Information").

9.2 Application Form

To apply for a pole attachment or conduit occupancy permit under this Agreement, Applicant shall submit to NEVADA signed copies of the appropriate application forms. NEVADA represents that the forms specified in Sections 9.2.1-9.2.2 are forms in use prior to the effective date of this Agreement. NEVADA reserves the right to change the format and content of these forms upon 60 days written notice to Applicant.

9.2.1 To apply for a pole attachment permit, Applicant shall submit to NEVADA signed copies of NEVADA's Form CO018 ("Application for Pole Attachment/Conduit Occupancy") together with completed Form CO4927-NEV ("Permit to Attach/Occupy"). An application for a pole attachment permit will not be complete or subject to processing by NEVADA until these forms have been submitted to NEVADA; provided, however, that such forms will be deemed to be substantially complete if they contain the information specified in Sections 9.2.3-9.2.8 below, as applicable. Copies of Forms CO4927-NEV and CO018 are attached to this Agreement as parts of APPENDIX III.

9.2.2 To apply for a conduit occupancy permit, Applicant shall submit to NEVADA signed copies of NEVADA's Form CO018 ("Application for Pole Attachment/Conduit Occupancy") An application for a conduit occupancy permit will not be complete or subject to processing by NEVADA until these forms have been submitted to NEVADA; provided,

however, that such forms will be deemed to be substantially complete if they contain the information specified in Sections 9.2.3-9.2.8 below, as applicable. Copies of Form CO018 are attached to this Agreement as parts of APPENDIX III.

9.2.3 Each application for a permit under this Agreement shall include, at a minimum, the following information:

(a) The poles, ducts, and conduits (including all manholes) along Applicant's proposed route to or within which Applicant desires to attach or place its facilities;

(b) A description of the facilities to be attached to NEVADA's poles and a description of the facilities to be placed within each component of NEVADA's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route;

(c) For poles, the proposed points of attachment;

(d) For building entrance or building distribution ducts or conduits or other space within a building, a conspicuous statement, as required by Section 5.6 of this Agreement, that the application pertains to a building entrance or building distribution duct or conduit or other space within a building;

(e) If applicable, a conspicuous notation that the space requested is not to be assigned (or billed) to Applicant until NEVADA has received Applicant's written instruction to make such assignment or issued a permit authorizing Applicant to occupy the space requested; and

(f) If applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a permit, as provided in Section 8. 3 of this Agreement.

9.2.4 Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:

(a) The number and types of cables, including the physical size ("diameter") and weight ("weight per foot");

(b) The number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and

(c) Sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to NEVADA's poles or placed in NEVADA's conduit system.

9.2.5 When it appears to Applicant that facilities modification, capacity expansion, or make-ready work may be required to accommodate Applicant's access requests, Applicant shall describe the facilities modification, capacity expansion, or make-ready work which Applicant proposes. Applicant shall also describe its plans, if any, to use any infrequent construction technique or connectivity solution authorized under Section 6.3 to avoid high or unusual expenditures and state its reasons for the use of such technique or solution.

9.2.6 Applicant acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than NEVADA, that it may be necessary for NEVADA to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate Applicant's request for access to NEVADA's poles and that, at the time an application is submitted, it may be difficult for Applicant to determine with certainty whether a particular pole is owned or controlled by NEVADA or by another entity. Accordingly, the application shall, to the extent feasible, identify all poles utilized by NEVADA (without regard to ownership) along Applicant's proposed route.

9.2.7 Each application for a permit under this Agreement shall be accompanied by a construction schedule showing Applicant's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by NEVADA's engineering and outside plant construction personnel in scheduling work required to process Applicant's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate Applicant's facilities.

9.2.8 Applicant may include multiple cables in a single permit application and may provide multiple services (e.g., CATV and non-CATV services) under the same cable sheath or jacket. When both CATV and non-CATV services are provided under the same cable sheath or jacket, or CATV and non-CATV services are provided using different cables attached or lashed

to the same strand or otherwise occupying the same space on a pole or the same duct or inner duct within a conduit, Applicant will so advise NEVADA and NEVADA shall, if permitted by law, adjust its charges to enable NEVADA to charge Applicant the rate applicable to telecommunications carriers rather than the rate applicable to cable television systems solely to provide cable service.

9.3 Cooperation in the Application Process

The orderly processing of applications submitted by Applicant and other firms seeking access to NEVADA's poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between NEVADA's personnel and personnel acting on behalf of Applicant and other firms seeking access. The Parties therefore agree to the following transitional procedures which will remain in effect during the term of this Agreement unless earlier modified by mutual agreement of the Parties.

9.3.1 Before submitting a formal written application for access to NEVADA's poles, ducts, conduits, and rights-of-way, the firm submitting the application shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which the applicant does not plan to use or for the purpose of precluding NEVADA or any other provider of telecommunications or cable television services from using such poles, ducts, conduits, or rights-of-way.

9.3.2 Applicant shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and shall use its best efforts to submit applications in an orderly manner in accordance with Applicant's needs. If Applicant contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single NEVADA construction district, Applicant shall give NEVADA advance notice as promptly as is reasonably practicable.

9.3.3 No more than 500 poles shall be the subject of any single pole attachment permit application.

9.3.4 No more than 5 miles shall be the subject of any single conduit occupancy permit application.

9.4 Applicant's Priorities

When Applicant has multiple applications on file within a single NEVADA construction district, Applicant shall, at NEVADA's request, designate its desired priority of completion of pre-permit surveys, facilities modifications, capacity expansions, and make-ready work with respect to all such applications.

9.5 Pre-permit Survey

A pre-permit survey (including a review of records and field inspection, if necessary) will be completed by NEVADA after Applicant has submitted its written permit application as specified in Section 9.2 of this Agreement. NEVADA shall not, without due cause and justification, repeat pre-occupancy survey work performed by Applicant.

9.5.1 The field inspection portion of the pre-permit survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by NEVADA or its authorized representative. Primary purposes of the field inspection will be to enable NEVADA to:

(a) Confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate Applicant's facilities;

(b) Plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare NEVADA's poles, ducts, conduits, rights-of-way, and associated facilities for Applicant's proposed attachments or occupancy; and

(c) Estimate the costs associated with such facilities modification, capacity expansion, or make-ready work. NEVADA may dispense with the field inspection if it appears that the information necessary to process Applicant's permit application is already available from existing sources, including the application forms and such other information as may be available to NEVADA.

If Applicant, pursuant to Section 8.3, has occupied the space requested before the issuance of a permit, a post-installation inspection of Applicant's facilities may be performed, in place of the field inspection portion of the pre- permit survey, to determine whether such facilities are in compliance with the specifications of Article 6 and other provisions of this Agreement. In performing such inspection, NEVADA will not, without due cause and justification, repeat pre-occupancy survey work performed by Applicant.

9.5.2 The administrative processing portion of the pre-permit survey (which includes processing the application and reviewing records) will be performed by NEVADA.

9.5.3 Before performing any portion of the pre-permit survey, NEVADA shall obtain Applicant's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted. No authorization shall be required for post-installation inspections of Applicant's facilities when installation has occurred, pursuant to Section 8.3, before the issuance of a permit.

ARTICLE 10: ISSUANCE AND DENIAL OF PERMITS (INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS, AND MAKE-READY WORK)

10.1 Response Within 45 Days

Within 45 days of Applicant's submission of a permit application pursuant to Section 9.2 of this Agreement, or within such other period of time as may be mutually agreed upon in writing by the Parties, NEVADA shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if NEVADA personnel involved in the processing of Applicant's request for access become aware of hazardous substances at the site requested by Applicant, NEVADA shall promptly advise Applicant and shall, at Applicant's request, discuss alternatives to denial and issues associated with the presence of such hazardous substances. Additional state-specific response and notice requirements, if any, shall be addressed by an addendum to this Agreement.

10.1.1 If access is granted, NEVADA shall, no later than 45 days after Applicant's submission of the permit application, further advise Applicant in writing:

(a) What facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare NEVADA's pole or conduit facilities;

(b) Provide Applicant an estimate of charges for such facilities modifications, capacity expansions, or make-ready work; and

(c) Disclose to Applicant any hazardous substances known by NEVADA to be present at the site.

10.1.2 NEVADA may take into account issues of capacity, safety, reliability, and engineering when considering requests for access, provided the assessment of such factors is done in a nondiscriminatory manner. If

access is denied, NEVADA shall confirm the denial in writing by the 45th day after the receipt by NEVADA of Applicant's completed application. A denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If Applicant in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.

10.1.3 Applicant agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, Applicant shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on NEVADA of processing and responding to the application.

10.1.4 Notwithstanding the 45-day deadline, NEVADA will, pursuant to Section 8.3 of this Agreement, make available to Applicant for immediate occupancy any pole, duct, or conduit space which is not currently assigned, not designated as a maintenance duct, and not subject to applicable make-ready requirements.

10.2 Obligation to Construct or Modify Facilities; Capacity Expansions

NEVADA may grant access subject to Applicant's approval of such make-ready work (including facilities modifications) as may be required to expand capacity to accommodate Applicant's request, in which event Applicant shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If NEVADA does not offer to expand capacity and denies Applicant's request for access, NEVADA shall promptly notify Applicant of such determination. NEVADA shall not deny Applicant's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.3 (infrequent construction techniques and connectivity solutions).

10.2.1 At Applicant's request, NEVADA will replace, expand, or modify its poles and conduit system, or otherwise expand the capacity of such facilities to accommodate the placement of Applicant's facilities; provided, however, that such modifications shall be consistent with the capacity, safety, reliability, and engineering considerations which NEVADA would apply to itself if the work were performed for NEVADA's own benefit. Outside plant facilities modifications and capacity expansions contemplated by this subsection include, but are not limited to, installation of inner duct, cable consolidations and the removal of cables that are retired or inactive ("dead"). Except as otherwise

specifically provided in this section, NEVADA may recover from Applicant the costs of facilities modifications and capacity expansions to make space available for Applicant's facilities and charges for such modifications and expansions shall be determined and billed as provided in APPENDIX I of this Agreement.

10.2.2 NEVADA will install inner duct in NEVADA's conduit system as necessary to make space available for Applicant's facilities. Inner duct installations to accommodate Applicant's facilities will be performed by NEVADA within the same time intervals which would apply if NEVADA were performing such installations for itself. If NEVADA's intervals for beginning or completing inner duct installation do not meet Applicant's needs, Applicant may arrange for the inner duct installation to be performed by an authorized contractor selected by Applicant from a list, jointly developed and maintained by the Parties, of contractors mutually approved as qualified to perform inner duct installations. Applicant may install the inner duct itself if Applicant is on the list of mutually approved contractors at the time the work is performed.. Inner duct installed by Applicant or an authorized contractor selected by Applicant shall be installed in accordance with NEVADA's specifications and in accordance with the same standards and practices which would be followed if the inner duct were being installed by NEVADA or NEVADA's contractors. Innerduct installation costs will be apportioned to all parties. Applicant shall indemnify, on request defend, and hold NEVADA harmless for any injuries, losses, damages, claims, or liabilities directly resulting from the installation of inner duct by Applicant or any authorized contractor selected by Applicant under this subsection. Applicant shall not, without NEVADA's prior written approval, arrange for inner duct installation to be performed by subcontractors who are not authorized contractors.

10.2.3 NEVADA shall, at the Applicants expense, remove cables that are retired or inactive ("dead") to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e., cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, Applicant may, at its option, request that NEVADA excavate the obstruction or, in the alternative, arrange for excavation of the obstruction to be performed by an authorized contractor selected by Applicant from a list, jointly developed and maintained by the Parties, of contractors mutually approved as qualified to perform such excavations. Applicant may excavate the obstruction itself if Applicant is on the list of mutually approved contractors at the time the work is performed. Such excavations will be at Applicant's expense. Excavation work performed by Applicant or an authorized contractor selected by Applicant shall be performed in accordance with NEVADA's specifications and in

accordance with the same standards and practices which would be followed if such excavation work were being performed by NEVADA or NEVADA's contractors. Neither Applicant nor any authorized contractor selected by Applicant to perform excavation work under this subsection shall conduct facility excavation activities in any manner which jeopardizes or degrades the integrity of NEVADA's structures or interferes with any existing use of the facilities. Applicant shall indemnify, on request defend, and hold NEVADA harmless for any injuries, losses, damages, claims, or liabilities directly resulting from the performance of excavation work by Applicant or any authorized contractor selected by Applicant under this subsection. Applicant shall not, without NEVADA's prior written approval, arrange for excavation work to be performed under this subsection by subcontractors who are not qualified contractors.

10.3 Issuance of Permits and Immediate Access When No Make-ready Work is Required

If, on the basis of Applicant's representations or NEVADA's field inspection, if any, NEVADA determines that no make-ready work is necessary to accommodate Applicant's facilities, NEVADA will issue a permit without performing make-ready work and pole attachment or conduit occupancy space will be made available to Applicant for immediate occupancy. Immediate occupancy prior to the issuance of a permit shall be governed by Section 8.3.

10.4 Make-ready Work

If NEVADA determines that make-ready work will be necessary to accommodate Applicant's facilities, NEVADA shall promptly notify Applicant of the make-ready work proposed to enable the accommodation of Applicant's facilities.

10.4.1 The notice shall be given in writing no later than 45 days after the receipt by NEVADA of Applicant's completed application pursuant to Section 9.2 of this Agreement or within such other period of time as may be mutually agreed upon in writing by the Parties.

10.4.2 The notice will include NEVADA's estimate of make-ready charges, which estimate shall be stated on NEVADA Form CO018 ("Application For Pole Attachment/Conduit Occupancy"), a copy of which is attached hereto as part of APPENDIX III.

10.4.3 Applicant shall have 20 days (the "acceptance period") after receiving NEVADA's estimate of make-ready charges to authorize completion of the make-ready work proposed by NEVADA or to advise NEVADA of its willingness to perform the proposed make-ready work itself. If Applicant advises NEVADA that it is willing to perform the make-ready work

proposed by NEVADA in accordance with a design approved by NEVADA, and NEVADA's specifications, NEVADA will not, without due cause and justification, refuse to accept Applicant's offer to perform the work. Authorization shall be accomplished by Applicant's signing the estimate and returning it to NEVADA within the 20-day acceptance period.

10.4.4 Within the 20-day acceptance period, the Parties may negotiate modifications of the make-ready work to be performed. If the Parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by Applicant's signing the revised estimate and returning it to NEVADA within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the Parties.

10.4.5 If Applicant does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the Parties, Applicant shall notify NEVADA in writing by the 20th day whether Applicant is withdrawing its application, electing to perform the make-ready work itself as provided in Section 10.4.3 or electing to treat NEVADA's make-ready requirements as a denial of access.

10.4.5.1 If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the Parties, NEVADA shall contact Applicant to determine whether Applicant intends to withdraw its application. Applicant shall be deemed to have withdrawn its application if, in response to NEVADA's inquiry, Applicant does not immediately sign and return the estimate to NEVADA.

10.4.5.2 If Applicant timely notifies NEVADA that it is electing to treat NEVADA's make-ready requirements as a denial of access, NEVADA shall, within 20 days after receiving the notice, provide Applicant with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting NEVADA's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to NEVADA's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for NEVADA's make-ready proposals and specifically address NEVADA's

rationale for rejecting Applicant's alternative written proposals, if any.

10.5 Performance of Make-ready Work

Except as otherwise specifically provided in Section 10.2 and in this section, make-ready work shall be performed by NEVADA or by contractors, subcontractors, or other persons acting on NEVADA's behalf and shall be performed by NEVADA in accordance with the same time intervals which would be applicable if NEVADA were performing the work for itself.

10.5.1 Applicant and NEVADA will mutually establish and maintain for each NEVADA construction district lists of authorized contractors which may be selected by Applicant to perform make-ready work when NEVADA's interval for beginning or completing such make-ready work does not meet Applicant's needs. At Applicant's request, Applicant will be included on such lists upon Applicant's demonstrating that:

(a) Its personnel are qualified to perform such work in accordance with NEVADA's specifications; and

(b) Applicant meets the financial responsibility ("insurance and bonding") requirements generally applicable to contractors, subcontractors, and other vendors performing the same or similar work on NEVADA's behalf or the self-insurance requirements of Section 23.2.

10.5.2 If NEVADA's interval for beginning or completing make-ready work does not meet Applicant's needs, Applicant may:

(a) Perform the make-ready work itself, if Applicant is on the applicable list of authorized contractors at the time the work is to be performed; or

(b) Arrange for the work to be performed by an authorized contractor selected by Applicant from the applicable list of authorized contractors.

Subject to the availability of personnel, Applicant may also request that NEVADA perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless Applicant first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.

10.5.3 From time to time, additional contractors, subcontractors or other vendors may be jointly approved by Applicant and NEVADA to perform specific make-ready work in the event that the work load exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.

10.5.4 Make-ready work performed by Applicant, by an authorized contractor selected by Applicant, or by a contractor, subcontractor, or other vendor jointly approved by the Parties under Section 10.5.3 shall be performed in accordance with NEVADA's specifications and in accordance with the same standards and practices which would be followed if such excavation work were being performed by NEVADA or NEVADA's contractors. Neither Applicant nor authorized contractors selected by Applicant to perform make-ready work under this section shall conduct such work in any manner which jeopardizes or degrades the integrity of NEVADA's structures or interferes with any existing use of NEVADA's facilities. Applicant and any authorized contractor selected by Applicant to perform make-ready work shall indemnify, on request defend, and hold NEVADA harmless from any and all injuries, losses, damages, claims, or liabilities directly resulting from their activities under this section.

10.5.5 Nothing contained in this section authorizes Applicant, any authorized contractor selected by Applicant, or any other person acting on Applicant's behalf to consolidate NEVADA's cables.

10.6 Multiple Applications

Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.

10.7 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities

Applicant shall make arrangements with the owners of other facilities attached to NEVADA's poles or occupying space in NEVADA's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of Applicant's facilities to or in NEVADA's poles, ducts, and conduits.

10.8 Reimbursement for the Creation or Use of Additional Capacity

As a result of facilities modification, capacity expansion, or other make-ready work performed to accommodate Applicant's facilities, additional capacity may become available on NEVADA's poles or in its conduit system. In such event, Applicant shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any pole attachment or conduit occupancy

fees subsequently paid to NEVADA for the use of such additional capacity. NEVADA shall, however, establish procedures for giving Applicant notice of the subsequent use by NEVADA or third parties of additional space or capacity created at Applicant's expense. If NEVADA utilizes additional space or capacity created at Applicant's expense, NEVADA will reimburse Applicant on a pro-rata basis for NEVADA's share, if any, of Applicant's capacity expansion costs, to the extent reimbursement is required by the Pole Attachment Act and applicable rules, regulations, and commission orders. If any third party later utilizes any such additional space or capacity, NEVADA shall, at the request of Applicant or such third party, provide such information as may be available to NEVADA to assist Applicant and such third party in determining the amount, if any, which such third party may owe Applicant as its pro-rata share of Applicant's capacity expansion costs. Nothing contained in this section shall be construed as conferring or imposing on NEVADA any right or duty to determine the amounts owing by a third party to Applicant, to collect or remit any such amounts to Applicant, to resolve or adjudicate disputes over reimbursement between Applicant and third parties, to deny a third party access to NEVADA's poles, ducts, conduits, or rights-of-way due to such third party's failure to satisfy Applicant's reimbursement demands, or to take any other action to enforce Applicant's reimbursement rights against any third party. In like manner, for additional capacity created by NEVADA from and after the date of enactment of the Telecommunications Act of 1996, NEVADA shall be entitled to recover from Applicant and third parties, to the full extent permitted by law, their pro-rata shares of such capacity expansion costs incurred by NEVADA. To the extent that either party seeks to avail itself of this cost-saving mechanism, such party shall be responsible for maintaining adequate records documenting the costs subject to reimbursement, including but not limited to costs incurred for facilities modification and capacity expansion work performed directly by such party or contractors performing work on such party's behalf.

10.9 Permit and Attachment

After all required make-ready work is completed, NEVADA will issue a permit confirming that Applicant may attach specified facilities to NEVADA's poles or place specified facilities in NEVADA's conduit system. Applicant shall have access to attach or place only those facilities specifically described in permits subject to this Agreement, and no others, except as otherwise specifically provided in:

(a) Sections 8.3 or other provisions of this Agreement;

(b) Any other written agreement between the Parties providing for such access; or

(c) The provisions of any applicable tariffs or commission orders.

ARTICLE 11: CONSTRUCTION OF APPLICANT'S FACILITIES

11.1 Responsibility for Attaching and Placing Facilities

Each Party shall be responsible for the actual attachment of its own facilities to NEVADA's poles and the placement of such facilities in NEVADA's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, each Party and its contractors shall be solely responsible for:

(a) Paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities; and

(b) Directing the activities of all personnel acting on such Party's behalf while they are physically present on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way.

11.2 Construction Schedule

After the issuance of a permit, Applicant shall provide NEVADA with an updated construction schedule and thereafter keep NEVADA informed of anticipated changes in the construction schedule. Construction schedules received by NEVADA shall be subject to the provisions of Article 28 of this Agreement ("Confidentiality of Information"). Construction schedules required by this section shall include, at a minimum, the following information:

(a) The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

(b) The names of each contractor and subcontractor which will be involved in the construction activities;

(c) The estimated dates when construction will begin and end; and

(d) The approximate dates when Applicant or personnel working on Applicant's behalf will be performing construction work in connection with the attachment of Applicant's facilities to NEVADA's poles or the placement of Applicant's facilities in any part of NEVADA's conduit system.

ARTICLE 12: USE AND ROUTINE MAINTENANCE OF APPLICANT'S FACILITIES

12.1 Use of Applicant's Facilities

Each permit subject to this Agreement authorizes Applicant to have access to Applicant's facilities on or within NEVADA's poles, ducts, and conduits as needed for the purpose of serving Applicant's customers.

12.2 Routine Maintenance of Applicant's Facilities

Each permit subject to this Agreement authorizes Applicant to engage in routine maintenance of facilities located on or within NEVADA's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Applicant's facilities in any manner which results in Applicant's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Applicant's permit.

12.3 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities

Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including but not limited to NEVADA, Applicant, other competitive local exchange providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by NEVADA. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify NEVADA of such use and must either vacate the maintenance duct within 30 days or, with NEVADA's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one duct in a multiduct structure when only copper technology exists, one innerduct in a multiduct structure when only fiber technology exists, or in conduit structures where both fiber and copper technologies exist, one 4-inch duct for copper and one innerduct for fiber in a separate duct from the copper duct for maintenance purposes is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

12.4 Responsibility for Maintenance of Facilities

Each Party shall be solely responsible for maintaining its own facilities and:

(a) Paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such Party's facilities; and

(b) Directing the activities of all such personnel while they are physically present on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way.

12.5 Information Concerning the Maintenance of Applicant's Facilities

Promptly after the issuance of a permit, Applicant shall provide NEVADA with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Applicant's facilities and shall thereafter notify NEVADA of changes to such information. The manager responsible for routine maintenance of Applicant's facilities shall, on NEVADA's request, identify any contractor, subcontractor, or other person performing maintenance activities on Applicant's behalf at a specified site.

ARTICLE 13: MODIFICATION OF APPLICANT'S FACILITIES

13.1 Notification of Planned Modifications

Applicant shall notify NEVADA in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a NEVADA pole or located in any NEVADA duct or conduit. The notice shall contain sufficient information to enable NEVADA to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Applicant's present permit or requires a new or amended permit. No notice shall be required for such routine modifications as the installation or placement of terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of NEVADA's poles, ducts, or conduits, and having no effect on the ability of NEVADA or joint users to use or have access to NEVADA's poles, ducts, conduits, or rights-of-way.

13.2 New or Amended Permit Required

A new or amended permit will be required if the proposed addition, relocation, replacement, or modification:

(a) Requires that Applicant occupy additional space on NEVADA's poles (except on a temporary basis in the event of an emergency);

(b) Requires that Applicant occupy additional space (other than space in the maintenance duct in accordance with Sections 12.3, 13.3, and 15.2 of this Agreement) in any NEVADA duct or conduit except on a temporary basis in the event of an emergency;

(c) Results in the facilities attached to NEVADA's poles or placed in NEVADA's ducts or conduits being different from those described as authorized attachments in Applicant's present application, current permit, notice of intent to occupy, or permit application and supplemental

documentation submitted to NEVADA (e.g., different duct or size increase causing a need to recalculate storm loadings, guying, or pole class); or

(d) Requires additional holding capacity on a permanent basis.

13.3 Use of Maintenance Duct in Connection with Facility Modifications and Replacements

Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.3 of this Agreement.

13.4 Replacement of Facilities and Spinning/Overlashing Additional Cables

Applicant may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

13.5 Streamlined Procedures for the Issuance of Amended Permits

NEVADA may streamline procedures for the issuance of amended permits with respect to proposed additions, relocations, replacements, or modifications of Applicant's facilities when it appears to NEVADA that the proposed additions, relocations, replacements, or modifications will not require make-ready work by NEVADA, will not interfere with NEVADA's use of its poles, conduit systems, or facilities attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

ARTICLE 14: REQUIRED REARRANGEMENTS OF APPLICANT'S FACILITIES

14.1 Notice of Planned Modifications

The Parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The Parties further acknowledge that the FCC, in the First Interconnection Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the Parties to alter the

above-described notification requirements only as provided in Section 14.2.2 below.

14.2 Required Rearrangement of Applicant's Facilities

Applicant acknowledges that, from time to time, it may be necessary or desirable for NEVADA to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by NEVADA's own business needs or by factors outside of NEVADA's control, such as the decision by a municipality to widen streets or the decision by a third party to seek access to NEVADA's poles, ducts, conduits, or rights-of-way.

14.2.1 Applicant agrees that Applicant will cooperate with NEVADA and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by Applicant in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act, rules, regulations, and commission orders thereunder.

14.2.2 Whenever feasible, NEVADA shall give Applicant not less than 60 days prior written notice of the need for Applicant to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Applicant shall complete such rearrangements within the time prescribed in the notice; provided, however, that the date of removal may be extended upon request by Applicant, which request will not be unreasonably refused by NEVADA, if Applicant advises NEVADA of the reason for the need for the extension and proposes a reasonable completion date. NEVADA may request that such modification be made within a shorter period of time, in which event Applicant shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:

(a) The circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);

(b) The timeliness of NEVADA's request to Applicant;

(c) The nature and number of rearrangements sought;

(d) The impact on the ability of the parties and joint users to meet customer service needs; and

(e) Risks of service interruption to customers of the parties and joint users.

14.2.3 Nothing contained in this article shall preclude Applicant from advising NEVADA, within 60 days from the date of the notice, of its desire to add to or modify its existing attachment.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.1 Applicability

The Parties acknowledge that in the event of an emergency, services provided by the Parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to NEVADA's poles or placed in NEVADA's ducts, conduits, or rights-of-way to restore service to all customers at the same time, that disputes may arise between the Parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly, and that it is highly desirable that all service providers utilizing NEVADA's poles, ducts, conduits, and rights-of-way enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements, it is expected that disputes will be immediately resolved at the site by the affected parties present based upon the criteria set forth in Section 15.5 of this Agreement. The provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.2 Responsibility for Emergency Repairs; Access to Maintenance Duct

In general, each Party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.

15.2.1 Nothing contained in this Agreement shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's facilities or the facilities of joint users.

15.2.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to NEVADA, Applicant, other competitive local exchange providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a person or entity using the maintenance duct for emergency repair activities shall immediately notify NEVADA of such use and must either vacate the

maintenance duct within 30 days or, with NEVADA's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. The Parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.

15.2.3 If necessary, other unoccupied ducts or inner ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct or inner duct has been assigned.

15.3 Designation of Emergency Repair Coordinators and Other Information

For each NEVADA construction district, Applicant shall provide NEVADA with the emergency contact number of Applicant's designated point of contact for coordinating the handling of emergency repairs of Applicant's facilities and shall thereafter notify NEVADA of changes to such information.

15.4 Reporting of Conditions Requiring Emergency Repairs

As a courtesy, each Party shall endeavor to notify the other Party at the earliest practicable opportunity after discovering any condition on or in any of NEVADA's poles, ducts, conduits, or rights-of-way requiring emergency repairs to the other Party's facilities.

15.5 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations

When notice and coordination are practicable, NEVADA, Applicant, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

15.5.1 Emergency service restoration work requirements shall take precedence over other work operations.

15.5.2 Except as otherwise agreed upon by the Parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the competitive local exchange providers with the greatest numbers of local lines out of service due to the

emergency being rectified. The Parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

15.5.3 NEVADA shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by NEVADA on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.6 Unilateral Corrective Action

When either Party reasonably believes that, due to the condition of the other Party's facilities placed on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of either Party, or either Party's ability to meet its service obligations, either Party may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities of the other Party have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, either Party may reattach them as provided in this section but shall not be obligated to do so.

15.6.1 Before performing any corrective work involving facilities of the other Party, NEVADA or Applicant shall first attempt to notify the other Party. After such notice has been given, the Parties shall coordinate corrective work.

15.6.2 When an emergency situation exists such that advance notice and coordination are not practicable, either Party may perform corrective work without first giving notice to the other Party and shall promptly notify the other Party of the corrective work performed and the reason why notice was not given.

15.7 Emergency Pole Replacements

Applicant will cooperate fully with NEVADA when emergency pole replacements are required.

15.7.1 When emergency pole replacements are required, NEVADA shall promptly make a good faith effort to contact Applicant to notify Applicant

of the emergency and to determine whether Applicant will respond to the emergency in a timely manner.

15.7.2 If notified by NEVADA that an emergency exists which will require the replacement of a pole, Applicant shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a NEVADA replacement pole, the transfer shall be in accordance with NEVADA's placement instructions.

15.7.3 If Applicant is unable to respond to the emergency situation immediately, Applicant shall so advise NEVADA and thereby authorize NEVADA (or any joint user sharing the pole with NEVADA) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Applicant's behalf.

15.8 Expenses Associated with Emergency Repairs

Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

15.8.1 Each Party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's facilities.

15.8.2 Applicant shall reimburse NEVADA for the costs incurred by NEVADA for work performed by NEVADA on Applicant's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by NEVADA are for work performed in part for Applicant and in part for NEVADA and third parties, Applicant shall only reimburse NEVADA for Applicant's share of the costs.

ARTICLE 16: INSPECTION BY NEVADA OF APPLICANT'S FACILITIES

16.1 NEVADA's Right to Make Periodic or Spot Inspections

NEVADA shall have the right, but not the duty, to make periodic or spot inspections at any time of any or all facilities attached to NEVADA's poles or placed within NEVADA's poles, ducts, conduits, or rights-of-way. Inspections of Applicant's facilities may be conducted for the purpose of determining whether facilities attached to NEVADA's poles or placed in NEVADA's conduit system are in compliance with the terms of this Agreement and conform to permits subject to this Agreement. Charges for inspections shall be allocated among all parties benefiting from the inspection in accordance with the Pole Attachment Act

and applicable rules, regulations, and commission orders. When an inspection is conducted for the specific purpose of auditing or investigating Applicant's compliance with this Agreement, NEVADA may charge Applicant for inspection expenses only if the inspection reflects that Applicant is in substantial noncompliance with the terms of this Agreement. If the inspection reflects that Applicant's facilities are not in compliance with the terms of this Agreement, Applicant shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify NEVADA in writing when the facilities have been brought into compliance.

16.2 Report of Inspection Results

NEVADA will provide Applicant the results of any inspection of Applicant's facilities performed under Section 16.1 of this Agreement.

16.3 Post-installation Inspections

This article does not apply to post-installation inspections performed as part of a pre-permit survey in those cases when Applicant has occupied space on or in NEVADA's poles, ducts, conduits, or rights-of-way prior to the issuance of a permit pursuant to Section 8.3 of this Agreement.

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

17.1 Facilities to Be Marked

Applicant shall tag or otherwise mark all of Applicant's facilities placed on or in NEVADA's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as Applicant's facilities.

17.2 Removal of Untagged Facilities

Subject to the provisions of Sections 17.2.1-17.2.4, NEVADA may, without notice to any person or entity, remove from NEVADA's poles or any part of NEVADA's conduit system any untagged or unmarked facilities, including any such facilities owned or used by Applicant, if NEVADA determines that such facilities are not the subject of a current permit authorizing their continued attachment to NEVADA's poles or occupancy of NEVADA's conduit system and are not otherwise lawfully present on NEVADA's poles or in NEVADA's conduit system.

17.2.1 Before removing any such untagged or unmarked facilities, NEVADA shall first attempt to determine whether the facilities are being used by Applicant or any other firm, are authorized by any permit subject to this

Agreement, or are otherwise lawfully present on NEVADA's poles or in NEVADA's conduit system.

17.2.2 NEVADA shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to:

(a) Determine the identity of the owner or other person or entity thought to be responsible for the facilities; and

(b) Give advance written notice to such person or entity.

17.2.3 If the facilities appear to be facilities of Applicant described in a current permit or application subject to this Agreement, or if the facilities appear to be facilities of Applicant otherwise lawfully present on NEVADA's poles or in NEVADA's conduit system, NEVADA shall give written notice to Applicant requesting Applicant to tag or mark the facilities within 60 days and Applicant shall either tag the facilities within the 60-day period, advise NEVADA in writing of its schedule for tagging the facilities, or notify NEVADA in writing that it disclaims ownership of or responsibility for the facilities. If Applicant disclaims ownership of or responsibility for the facilities, Applicant shall disclose to NEVADA the identity of the owner or other person or entity, if any, thought by Applicant to be responsible for the facilities.

17.2.4 If the facilities appear to be facilities used by Applicant but not subject to a current permit granted under this Agreement, the provisions of Sections 17.5-17.12 shall apply.

17.3 Verification That Presently Attached Facilities Are Subject to Existing Permits

Applicant warrants and represents that, to the best of its information and belief, all facilities presently owned or used by Applicant and attached to NEVADA's poles or occupying space within any part of NEVADA's conduit system in this State have been disclosed to NEVADA and are subject to current permits or are otherwise lawfully present on or in NEVADA's poles, ducts, and conduits. If Applicant determines that any such facilities are not the subject of current permits, Applicant shall so advise NEVADA and promptly apply for permits for such facilities or remove the facilities from NEVADA's poles or conduits. Nothing contained in this section shall be construed as requiring Applicant to make a field audit of its existing facilities to confirm the licensing status of its facilities as a prerequisite to entering into this Agreement.

17.4 Updating of Plant Location Records

Applicant shall furnish NEVADA, upon request, with such information as may from time to time be necessary for NEVADA to correct and update NEVADA's

pole and conduit maps and records, cable plat maps, and other plant location records recording or logging assignments of pole, duct, and conduit space.

17.5 Notice to Applicant

If any of Applicant's facilities for which no permit is presently in effect are found attached to NEVADA's poles or anchors or within any part of NEVADA's conduit system, NEVADA, without prejudice to other rights or remedies available to NEVADA under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Applicant advising Applicant that no permit is presently in effect with respect to the facilities and that Applicant must, within 60 days, respond to the notice as provided in Section 17.6 of this Agreement.

17.6 Applicant's Response

Within 60 days after receiving a notice under Section 17.5 of this Agreement, Applicant shall acknowledge receipt of the notice and submit to NEVADA, in writing, either:

(a) A denial or disclaimer of ownership or other interest in the facilities, together with an explanation of the factual and claimed legal basis for such denial or disclaimer;

(b) A statement that the facilities are the subject of a current permit, together with an explanation of the factual and claimed legal basis for Applicant's assertion that the facilities are currently have a permit, or a statement that no permit is required, and an explanation of the factual and claimed legal basis for that assertion; or

(c) An application for a new or amended permit with respect to such facilities, together with a full and complete explanation of the circumstances under which such facilities were attached to, placed within, or allowed to remain on or in NEVADA's poles or any part of NEVADA's conduit system. Such explanation shall include, at a minimum, the following:

(1) The date (or "estimated date") when such facilities were attached to NEVADA's poles or placed in NEVADA's conduit system, and the factual basis supporting Applicant's selection of such date (or "estimated date"); and

(2) The factual basis for Applicant's assertion, if any, that decisions to attach, place or allow the facilities to remain on or in NEVADA's poles or conduit system were made in good faith and without intent to circumvent NEVADA's pole attachment or conduit occupancy licensing requirements.

17.7 Denial or Disclaimer of Ownership or Other Interest

Applicant's submission to NEVADA of a denial or disclaimer of ownership or other interest in the facilities shall constitute Applicant's waiver of any objection Applicant may have to NEVADA's removal of the facilities. Submission of such a denial or disclaimer shall not be construed as an agreement by Applicant to pay any charges associated with removal of the facilities and shall be deemed to be a denial of any such responsibility; provided, however, that nothing contained in this section shall prohibit NEVADA from invoking the dispute resolution process or filing suit, in a court of competent jurisdiction, to establish that Applicant is liable to NEVADA for the costs of removal notwithstanding its denial or disclaimer.

17.8 Review by NEVADA of Licensing Status

Within 15 business days after receiving Applicant's statement that the facilities are the subject of a current permit or that no permit is required, NEVADA shall review Applicant's explanation of the factual and claimed legal basis for Applicant's assertions and shall advise Applicant, in writing, whether it agrees or disagrees with Applicant's assertions. If NEVADA agrees with Applicant's assertions, the Parties may amend the applicable permit and no further action shall be required of Applicant. If NEVADA does not accept Applicant's position, Applicant shall, within 15 business days, apply for a new or amended permit as provided by Section 17.6(c) of this Agreement.

17.9 Approval of Permit and Retroactive Charges

If NEVADA approves Applicant's application for a new or amended permit, Applicant shall be liable to NEVADA for all fees and charges associated with the unauthorized attachments as specified in Section 17.10 of this Agreement. The issuance of a new or amended permit as provided by this article shall not operate retroactively or constitute a waiver by NEVADA of any of its rights or privileges under this Agreement or otherwise.

17.10 Fees and Charges

This section applies to fees and charges with respect to Applicant's facilities placed on or in NEVADA pole, duct, or conduit space which has not been assigned to Applicant. Applicant shall be liable to NEVADA for all fees and charges associated with any such unauthorized pole attachments or conduit occupancy for which it is responsible. Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from NEVADA's poles or conduit system and shall include, but not be limited to, all fees and charges which would have been due and payable if Applicant and its predecessors had continuously complied with all applicable NEVADA licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. The Parties shall engage

in good faith discussions to reach a mutually agreed determination as to the amount due and owing. In some cases, it may be impractical, unduly difficult, or uneconomical to determine the actual amount of fees which would have been due and payable if all licensing requirements had been met. Therefore, if the Parties, through good faith discussions fail to reach agreement on the amount due and owing, and if the amount due and owing cannot be determined due to Applicant's inability to provide the information required to determine the correct amount, the amount owing with respect to each unauthorized attachment or occupancy shall be equal to three times the annual attachment and occupancy fees in effect on the date Applicant is notified by NEVADA of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Applicant shall rearrange or remove its unauthorized facilities at NEVADA's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to NEVADA or another joint user, and shall pay NEVADA for all costs incurred by NEVADA in connection with any facilities rearrangements, modifications, or replacements necessitated as a result of the presence of Applicant's unauthorized facilities.

17.11 Removal of Unauthorized Attachments

If Applicant does not apply for a new or amended pole attachment permit with respect to unauthorized facilities within the specified period of time, or if such application is received and specifically disapproved, NEVADA shall by written notice request to Applicant to remove its unauthorized facilities not less than 60 days from the date of notice and Applicant shall remove the facilities within the time specified in the notice; provided, however, that NEVADA may request Applicant to remove such facilities at an earlier date if such earlier removal is necessary for reasons beyond NEVADA's control. If the facilities have not been removed within the time specified in the notice, NEVADA may, at NEVADA's option, remove Applicant's facilities at Applicant's expense.

17.12 No Ratification of Non Permitted Attachments or Unauthorized Use of NEVADA's Facilities

No act or failure to act by NEVADA with regard to any nonpermited attachment or occupancy or unauthorized use of NEVADA's facilities shall be deemed to constitute a ratification by NEVADA of the non-permitted attachment or occupancy or unauthorized use, nor shall the payment by Applicant of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Applicant from civil or criminal liability for any deliberate trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

ARTICLE 18: REMOVAL OF APPLICANT'S FACILITIES

18.1 Responsibility for Removing Facilities

Applicant shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from NEVADA's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

18.1.1 When practicable, Applicant shall give NEVADA at least 30 days' advance notice in writing of its intent to remove facilities from any part of NEVADA's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name and telephone number of the manager responsible for removal of the facilities, and the estimated dates when removal of the facilities will begin and end.

18.1.2 Applicant shall, if requested by NEVADA to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by Applicant.

18.1.3 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to NEVADA's manholes (if NEVADA would itself plug the ducts under the same circumstances) in accordance with the standards set by NEVADA for its own operations, provided that such standards have been communicated in writing to Applicant at least 60 days in advance of the removal of Applicant's facilities.

18.1.4 Applicant shall be solely responsible for the removal of its own facilities from NEVADA's poles, ducts, conduits, and rights-of-way and for:

(a) Paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of Applicant's facilities from NEVADA's poles, ducts, conduits, or rights-of-way; and

(b) Directing the activities of all such personnel while they are physically present on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

18.1.5 When Applicant no longer intends to occupy space on a NEVADA pole or in a NEVADA duct or conduit, Applicant will provide written notification to NEVADA that it wishes to terminate the permit with respect to such space and will remove its facilities from the space described in the notice.

Upon removal of Applicant's facilities, the permit shall terminate and the space shall be available for reassignment.

18.2 Removal of Facilities Not in Active Use

At NEVADA's request, Applicant shall remove from NEVADA's poles, ducts, conduits, and rights-of-way any of Applicant's facilities which are no longer in active use; provided, however, that Applicant shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. Applicant shall not be required to remove retired or inactive ("dead") cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. Applicant shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.2.3 of this Agreement. Applicant shall not abandon any of its facilities by leaving them on NEVADA's poles, in NEVADA's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to NEVADA's poles or any part of NEVADA's conduit system, or on any public or private property (other than property owned or controlled by Applicant) in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

18.3 Removal Following Termination of Permit

Applicant shall remove its facilities from NEVADA's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the Parties, after termination of the permit authorizing the attachment of such facilities to NEVADA's poles or the placement of such facilities in NEVADA's ducts, conduits, or rights-of-way.

18.4 Removal Following Replacement of Facilities

Applicant shall remove facilities no longer in service from NEVADA's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the Parties, after the date Applicant replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.3, 13.3, and 15.2 of this Agreement and not by this section.

18.5 Removal to Avoid Forfeiture

If the presence of Applicant's facilities on NEVADA's poles or in NEVADA's ducts, conduits, or rights-of-way would cause a forfeiture of the rights of NEVADA to occupy the property where such pole, duct, conduit, or right-of-way is located, NEVADA will promptly notify Applicant in writing and Applicant shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. NEVADA will give

Applicant not less than 60 days from the date of notice to remove Applicant's facilities unless prior removal is required to prevent the forfeiture of NEVADA's rights. At Applicant's request, the Parties will engage in good faith negotiations with each other, with joint users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Applicant's facilities in the face of a threatened forfeiture.

18.6 Notice of Completion of Removal Activities

Applicant shall give written notice to NEVADA stating the date on which the removal of its facilities from NEVADA's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until Applicant's facilities have been removed, pull mandrels ("slugs") have been pulled if required by Section 18.1.1 of this Agreement, Applicant has plugged all previously occupied ducts at the entrances to NEVADA's manholes as required by Section 18.1.3 of this Agreement, and the notice required by this section has been given.

18.7 Removal of Facilities by NEVADA; Notice of Intent to Remove

If Applicant fails to remove its facilities from NEVADA's poles, ducts, or conduits in accordance with the provisions of Sections 18.1-18.6 of this Agreement, NEVADA may remove such facilities and store them at Applicant's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Applicant for any injury, loss, or damage resulting from such actions. NEVADA shall give Applicant not less than 60 days prior written notice of its intent to remove Applicant's facilities pursuant to this section. The notice shall state:

(a) The date when NEVADA plans to commence removal of Applicant's facilities, and that Applicant may remove the facilities at Applicant's sole cost and expense at any time before the date specified;

(b) NEVADA's plans with respect to disposition of the facilities removed; and

(c) That Applicant's failure to remove the facilities or make alternative arrangements with NEVADA for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

18.8 Removal of Facilities by NEVADA

If NEVADA removes any of Applicant's facilities pursuant to this article, Applicant shall reimburse NEVADA for NEVADA's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.9 Reattachment or Subsequent Attachment Following Removal

After Applicant's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to NEVADA's poles or placed in NEVADA's conduit system until Applicant has first submitted new applications for the facilities and complied with the provisions of this Agreement.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

19.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders

All rates, charges and fees set forth in this Agreement, including rates, charges and fees set forth in APPENDIX I (Schedule of Rates, Fees, and Charges), shall be subject to all applicable federal and state laws, rules, regulations, and commission orders, including but not limited to:

(a) The Pole Attachment Act and rules, regulations, and commission orders issued thereunder; and

(b) Applicable orders of the State Commission in interconnection arbitration proceedings.

19.2 Schedule of Rates, Fees, and Charges

NEVADA's current schedule of rates, fees, and charges is attached to this Agreement as APPENDIX I and incorporated herein as an integral part of this Agreement.

19.3 Pole Attachment and Conduit Occupancy Fees

NEVADA's annual rates for access to poles, ducts, conduits, and rights-of-way shall be different for cable television systems and telecommunications carriers based on local PUC rules and regulations. For all attachments to NEVADA's poles and occupancy of NEVADA's ducts and conduits, Applicant will pay NEVADA's semiannual pole attachment and conduit occupancy fees as specified in APPENDIX I. Pole attachment and conduit occupancy fees shall be assessed and billed with respect to:

(a) Occupied space whether or not subject to a current permit; and

(b) Assigned space as well as occupied space.

Fees for pole attachments shall be based on the number of Applicant's pole attachments as of the date of billing by NEVADA and shall be calculated in accordance with applicable FCC rules, regulations, and orders. Fees for conduit

occupancy shall be based on the number of duct feet occupied by or assigned to Applicant as of the date of billing by NEVADA and shall be calculated in accordance with applicable FCC rules, regulations, and orders.

19.4 Billing for and Payment of Pole Attachment and Conduit Occupancy Fees

Pole Attachment and conduit occupancy fees under this Agreement and permits subject to this Agreement shall be payable semiannually in advance.

19.4.1 Bills shall be submitted to Applicant for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.

19.4.2 Charges associated with newly permitted pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.

19.4.3 Charges shall be adjusted and retroactively prorated on a daily basis following the removal of Applicant's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.

19.5 Application Fees

NEVADA does not currently charge application fees for individual permit applications or assignment requests under this Agreement. NEVADA does, however, impose charges, on a case-by case basis, for work performed in processing applications for access and preparing NEVADA's poles, ducts, conduits, and rights-of-way to accommodate the facilities of parties seeking access.

19.6 Charges for Pre-permit Survey Work

Subject to applicable commission orders, Applicant will pay NEVADA's charges for pre-permit survey work associated with the processing of Applicant's request for access. NEVADA's pre-permit survey charges are not set on a fixed fee basis and will vary from case-to-case depending on such factors as the number and location of the poles, ducts, conduits, and rights-of-way subject to Applicant's access request, the completeness and quality of information submitted by the Applicant in its application, the nature of the facilities to be placed by Applicant, and the nature and extent of facilities modification, capacity expansion, and make-ready work proposed by Applicant.

19.7 Charges for Facilities Modifications, Capacity Expansions, and Make-ready Work

Subject to applicable commission orders, Applicant will pay NEVADA's charges for facilities modification, capacity expansion, and make-ready work performed

by NEVADA, or by persons acting on NEVADA's behalf, as provided in other provisions of this Agreement and APPENDIX I.

19.8 Contract Administration Fee

Subject to applicable commission orders, NEVADA may charge Applicant a one-time contract administration fee as provided in APPENDIX I. This fee, if applicable, shall be assessed for work performed in the initial processing of this Agreement and shall be non-refundable upon acceptance of this Agreement by NEVADA.

19.9 Administrative Record-keeping Fees

Subject to applicable commission orders, NEVADA may charge Applicant cost-based administrative record-keeping fees (e.g., fees associated with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like) as provided in APPENDIX I.

19.10 Charges for Work Performed by NEVADA Employees

Except as otherwise specifically required by applicable commission orders, NEVADA's charges to Applicant for worked performed by NEVADA employees pursuant to this Agreement shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over NEVADA's charges for work performed by NEVADA employees, including disputes between the Parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Agreement, Applicant shall have the right to challenge the methodology utilized by NEVADA to determine hourly rates for NEVADA employees at any time in any forum having jurisdiction over the subject matter.

19.11 Due Date for Payment, Interest on Past Due Invoices, Remedies for Non-payment, and Procedures for Disputing Charges

For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by NEVADA to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. Applicant will pay each such bill or invoice on or before the stated due date. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice.

19.11.1 Interest on past due bills and invoices shall accrue at the rate of 18% per annum, or the maximum rate allowed by law, whichever is less.

19.11.2 Applicant's failure to pay NEVADA's fees and charges shall be grounds for terminating this Agreement and permit subject to this Agreement.

19.11.3 If Applicant fails to pay, when due, any fees or charges billed to Applicant under this Agreement, and any portion of such fees or charges remains unpaid more that 15 calendar days after the due date, NEVADA may send Applicant a written notice advising Applicant that this Agreement, or specified permits subject to this Agreement, may be terminated if such fees or charges are not paid within 15 calendar days after the date of the notice. Applicant must remit to NEVADA all such unpaid fees or charges, whether disputed or undisputed, within 15 days after the date of the notice.

19.11.4 Applicant may dispute any fees or charges billed by NEVADA to Applicant under this Agreement by invoking the dispute resolution procedures set forth in Article 30 of this Agreement.

19.11.5 If Applicant does not dispute such fees or charges and any portion of such undisputed fees or charges remains unpaid 30 calendar days after the date of the notice, NEVADA may, to the extent permitted by the Pole Attachment Act and applicable rules, regulations, and commission orders, terminate this Agreement and permits subject to this Agreement, suspend the processing of pending applications for access to NEVADA's poles, ducts, conduits, and rights-of-way located in this State, and refuse to accept further applications for access until such undisputed fees or charges, together with accrued interest thereon, have been paid in full.

19.12 <u>Modification of Rates, Fees and Charges</u>

Subject to applicable federal and state laws, rules, regulations, and commission orders, NEVADA shall have the right to modify all rates, charges and fees set forth in this Agreement, including but not limited to those listed in APPENDIX I, as provided in this section.

19.12.1 Upon written notice to Applicant, NEVADA may change, on a going-forward basis, the amounts of any rates, fees or charges assessed under this Agreement. Pole attachment and conduit occupancy rates shall not be increased more than once annually.

19.12.1.1 The notice shall state the effective date of the changes, which, in the event of a rate increase, shall be no earlier than the 60th day after the notice is given.

19.12.1.2 The changes shall be effective on the effective date stated in the notice unless stayed or prohibited by a court or agency of competent jurisdiction.

19.12.1.3 The changes shall be reflected on the first semiannual bill issued on or after the effective date specified in the notice.

19.12.2 If the rates, fees and charges set forth in the notice are not acceptable to Applicant, Applicant may, notwithstanding any other provisions of this Agreement, at Applicant's option:

(a) Seek the renegotiation of this Agreement;

(b) Terminate this Agreement; or

(c) Seek relief through the dispute resolution process or before a court or agency of competent jurisdiction.

19.13 Disputes Over Charging Methodologies

The Parties acknowledge that the Pole Attachment Act grants the FCC regulatory authority over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way. The Parties further acknowledge that, as of the date of this Agreement, this State has not elected to assume reverse preemptive regulatory authority over such rates, terms, and conditions by certifying to the FCC that it has made such election. Accordingly, complaints concerning and challenges to NEVADA's charging methodologies shall be brought, in the first instance, before the FCC in accordance with FCC procedural rules unless this State elects to preempt FCC regulation of pole attachment rates, terms, and conditions of access; provided, however, that nothing contained in this section shall be construed as affecting the right of either Party to seek relief from any court or agency of competent jurisdiction in connection with the negotiation, arbitration, and approval of interconnection agreements under 47 U.S.C. § 252.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.1 Bond May Be Required

NEVADA may require Applicant, authorized contractors, and other persons acting on Applicant's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Agreement only as provided in Sections 20.1.1-20.1.2 and Section 20.2. Bonds shall not be required for entities meeting all self-insurance requirements of Section 23.2 of this Agreement.

20.1.1 If Applicant elects to perform make-ready or facilities modification work under Section 6.8(c) or Sections 10.2-10.5 of this Agreement, NEVADA may require Applicant, authorized contractors, and other persons acting on Applicant's behalf to execute bonds equivalent to those which would be required by NEVADA if the work had been performed by contractors, subcontractors, or other persons selected directly by NEVADA. No bonds shall be required of Applicant,

authorized contractors, or other persons acting on Applicant's behalf except in those situations where a bond would be required if the work were being performed on NEVADA's behalf.

20.1.2 No other bond shall be required of Applicant to secure obligations arising under this Agreement in the absence of due cause and justification.

20.1.3 If a bond or similar form of assurance is required of Applicant, an authorized contractor, or other person acting on Applicant's behalf, Applicant shall promptly submit to NEVADA, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing NEVADA 60 days written notice.

20.1.4 NEVADA may communicate directly with the issuer of any bond required by NEVADA pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

20.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors

Applicant shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with:

(a) The performance of facilities modification, capacity expansion, or make-ready work by Applicant, authorized contractors, or other persons acting on Applicant's behalf under Sections 6.8(c) and 10.2-10.5 of this Agreement; or

(b) The construction, attachment, use, inspection, maintenance, repair, rearrangement, modification, and removal of any of Applicant's facilities attached or to be attached to NEVADA's poles or placed or to be placed within NEVADA's ducts, conduits, or rights-of-way.

In the event any claim or demand is made on NEVADA by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, NEVADA may require, in addition to any security provided under Section 20.1 of this Agreement, that Applicant execute payment or performance bonds, or provide such other security, as NEVADA may deem reasonable or necessary to protect NEVADA from any such claim or demand.

ARTICLE 21: INDEMNIFICATION

21.1 Risks Associated with Outside Plant Operations

The Parties acknowledge that NEVADA's outside plant facilities include thousands of miles of pole lines, conduits, and rights-of-way located on public and private property throughout NEVADA's service area, that NEVADA cannot control or continuously monitor activities that occur at these sites, and that the risks associated with outside plant operations and facilities are not similar to the risks associated with operations occurring inside NEVADA's central offices and other secure NEVADA buildings and structures. The Parties further acknowledge that the presence of multiple firms on or in poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA requires that liability risks be fairly allocated between the Parties and that it is the Parties' intent to allocate such risks in a just, reasonable, and nondiscriminatory manner which addresses known risks associated with the outside plant environment and activities and conditions at outside plant locations.

21.2 Control of Premises

Applicant acknowledges that its employees and other persons acting on Applicant's behalf, and employees of joint users and other persons acting on behalf of joint users, will be present, without supervision or control by NEVADA, and in many cases without NEVADA's knowledge, on, within, and in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way. During those times when Applicant's employees and personnel are present at such sites, Applicant shall be deemed, for the purpose of allocating liabilities between the Parties, to be an independent contractor in control of the premises except as otherwise provided in this section. Although NEVADA inspectors may be present at the site of work being performed by Applicant or persons acting on Applicant's behalf, such inspectors shall have no authority to direct Applicant or personnel acting on Applicant's behalf concerning the method or manner by which the work is to be performed, and the presence of a NEVADA inspector shall not result in NEVADA's being deemed to be in control of the premises. When both Parties are present and performing work operations at a site subject to this section, NEVADA and Applicant shall be deemed to be jointly in control of the premises. When poles, ducts, conduits, or rights-of-way occupy property owned by third parties, neither party shall be deemed to be in control of the premises, except as otherwise provided by law, at times when such party's work operations are not in progress. Work operations shall be considered to be in progress from the time work commences until such work is completed whether or not employees of a party or persons acting on such party's behalf are actually present at the site.

21.3 INDEMNITY AGAINST AND LIMITATIONS OF LIABILITY WITH RESPECT TO CERTAIN NEGLIGENT ACTS AND OMISSIONS

THIS ARTICLE INCLUDES PROVISIONS INDEMNIFYING EACH PARTY FROM LIABILITIES ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY. THIS ARTICLE ALSO INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

21.4 Indemnities Excluded

Except as otherwise specifically provided in this article, neither Party (as an "indemnifying Party") shall be required to indemnify or defend the other Party (as an "indemnified Party") against, or hold the indemnified Party harmless from, any suit, claim, demand, loss, damage, liability, fine, penalty, or expense arising out of:

(a) Any breach by the indemnified Party of any provision of this Agreement or any breach by the indemnified Party of the Parties' interconnection agreement, if any;

(b) The violation of any law by any employee of the indemnified Party or other person acting on the indemnified Party's behalf;

(c) Willful or intentional misconduct or gross negligence committed by any employee of the indemnified Party or by any other person acting on the indemnified Party's behalf; or

(d) Any negligent act or acts committed by any employee of the indemnified Party or other person acting on the indemnified Party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the suit, claim, demand, loss, damage, liability, fine, penalty, or expense for which indemnity is requested.

21.5 Workplace Injuries

The Parties acknowledge that injuries may occur at sites where work is being performed by or for either Party and that primary responsibility for preventing workplace injuries shall be placed on the Party controlling work operations at the site. Workplace injuries may result from any of variety of causes, including but not limited to electrocution associated with contact with electric power lines on poles or use of defective equipment, falls from poles resulting from the negligence of the injured person or co-workers or due to the existence of unsafe conditions on or in the vicinity of the pole, cave-ins and other accidents at excavation sites, explosion of combustible gases within or in the vicinity of a conduit system, exposure to hazardous substances or noxious gases at the site,

acts of God, and acts and omissions of third parties over whom neither Party has control. Except as expressly provided in this Agreement to the contrary, each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses of every kind and character, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying Party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way; provided, however, that Applicant's indemnification duties under this section shall arise only if the person injured is present at such site in connection with the performance or anticipated performance of any act required or permitted to be performed by Applicant or by persons acting on Applicant's behalf pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.4 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with any injury, sickness, disease, or death of any employee of the indemnifying party or any person acting on the indemnifying party's behalf attributable or allegedly attributable to occurrences or conditions on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.4(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.6 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf

Nothing contained in this Agreement shall create any contractual liability or other liability on the part of either Party to any employee, contractor, or subcontractor of the other Party or any other person acting on the other Party's behalf. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character (other than workplace injury claims subject to Section 21.5 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.4 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with the employment relationship or other claimed relationship between the indemnifying party and the employee,

contractor, subcontractor, or other person acting on the indemnifying party's behalf; claims arising out of disputes over payments due or allegedly due to any employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf; and claims arising out of other contract disputes between the indemnifying party and the employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.4(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.7 Claims Brought Against Either Party by Vendors, Suppliers, Customers, and other Persons in Privity of Contract with the Other Party

The Parties acknowledge that neither Party controls the contractual relationships between the other Party and vendors, suppliers, customers, and other persons in privity of contract with the other Party and that nothing contained in this Agreement shall create any contractual or other liability of either Party to any vendor, supplier, customer, or other person or entity in privity of contract with the other Party. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character, made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party or by any other person or entity in privity with the indemnifying party; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement or Applicant's use of NEVADA's poles, ducts, conduits, or rights-of-way. The indemnifying party may not, as a defense to any obligations of the indemnifying party under this section, assert that the indemnified party's claims against the indemnifying party are barred by any tariff or contract limitation of liability applicable to the indemnifying party's vendor, supplier, or customer or to such other person in privity of contract with the indemnifying party. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.4 and include but are not limited to indemnities for claims against either Party arising out of or in connection with the failure by the other Party to meet its obligations (including but not limited to contract and tariff obligations) to such other Party's customers and suppliers. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.4(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.8 Claims Brought Against Either Party by Such Party's Own Employees, Contractors, Subcontractors, or Other Persons Acting on Such Party's Behalf, and Claims Brought Against Either Party by Such Party's Own Vendors, Suppliers, Customers, or Other Persons in Privity of Contract with Such Party

Neither Party shall be entitled to indemnity, contribution, or subrogation from or by the other Party with respect to any suits, claims, demands, losses, damages, liabilities, or expenses, of any kind or character, made, brought, or sought against such Party by any employee, contractor, or subcontractor of such Party, by any other person acting on behalf of such Party, by any vendor, supplier, or customer of such Party, or by any other person or entity in privity of contract with such Party, if such suit, claim, demand, loss, damage, liability, or expense arises directly out of or in connection with the subject matter of this Agreement or the use by Applicant of NEVADA's poles, ducts, conduits, or rights-of-way. Indemnities excluded by this section include, but are not limited to, indemnities for claims against either Party arising out of or in connection with employment-related disputes between either Party and its employees; claims against either Party by contractors, subcontractors, and suppliers performing work or supplying materials to NEVADA sites at the request of such Party; and other failures by either Party to meet its obligations (including but not limited to contract and tariff obligations) to such Party's own customers and suppliers. THE INDEMNIFICATION EXCLUSIONS OF THIS SECTION SHALL APPLY EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY BUT SHALL NOT APPLY IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM AROSE FROM WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR ANY OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF OR AROSE FROM ANY NEGLIGENT ACT OR ACTS COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF, IF SUCH NEGLIGENT ACT OR ACTS ARE THE SOLE PRODUCING CAUSE OF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE SUIT, CLAIM, DEMAND, LOSS, DAMAGE, LIABILITY, FINE, PENALTY, OR EXPENSE FOR WHICH INDEMNITY IS REQUESTED.

21.9 Injuries to Third Parties and Third-party Property Owners Resulting from the Parties' Conduct

Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in

connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf while such employees or other persons are present on, within, or in the vicinity of any NEVADA pole, duct, conduit, or right-of-way in connection with the performance or anticipated performance of any act required or authorized to be performed pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.4 and include but are not limited to indemnities arising out of or in connection with personal injury, death, and property damage claims by third parties based on willful or intentional misconduct and negligent acts and omissions of the indemnifying party.

21.10 Indemnification for Environmental Claims

The Parties acknowledge that hazardous substances may be present on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way; that employees and other persons acting on the Parties' behalf working on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way should be familiar with environmental laws and environmental concerns which arise in outside plant contexts; that all such employees and other persons should be prepared to recognize and deal with environmental contingencies existing at specific sites; and that liabilities associated with environmental claims arising out of or in connection with the subject matter of this Agreement shall be allocated between the Parties as set forth in this section.

21.10.1 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of:

(a) Any federal, state, or local environmental statute, rule, regulation, ordinance, or other law; or

(b) Any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.

21.10.2 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous

substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any NEVADA pole, duct, conduit, or right-of-way. Indemnities provided by this subsection include but are not limited to indemnities arising out of or in connection with the release or discharge of water and other substances from NEVADA's manholes or other conduit facilities.

21.10.3 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any NEVADA pole, duct, conduit, or right-of-way. For the purposes of this subsection, any person or entity removing or disposing of hazardous substances at the request of the indemnifying party or at the request of any person acting on the indemnifying party's behalf, and any person or entity subsequently receiving, storing, processing, or otherwise handling such hazardous substances shall be considered to be a person acting on the indemnifying party's behalf.

21.10.4 Except as otherwise specifically provided in this section, neither Party shall be required to indemnify or defend the other Party against, or hold the other Party harmless from any loss, damage, claim, demand, suit, liability, fine, penalty or expense for which the other Party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

21.11 Miscellaneous Claims

Applicant shall indemnify, on request defend, and hold NEVADA harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, made, brought, or sought against NEVADA by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

(a) Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on NEVADA due to the placement or

presence of Applicant's facilities on or within NEVADA's poles, ducts, conduits, or rights-of-way; or

(b) Claims based on the violation by Applicant of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

21.12 Applicant's General Indemnity Obligations to NEVADA

This section applies only in those situations not expressly covered by Sections 21.5-21.11 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from Applicant's enforcement of its rights against NEVADA pursuant to this Agreement or other provisions in the Parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 21.4, Applicant shall indemnify, on request defend, and hold NEVADA harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Applicant's access to or use of NEVADA's poles, ducts, conduits, or rights-of-way, Applicant's performance of any acts authorized under this Agreement, or the presence or activities of Applicant's employees or other personnel acting on Applicant's behalf on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

21.13 NEVADA's General Indemnity Obligations to Applicant

This section applies only in those situations not expressly covered by Sections 21.5-21.10 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from NEVADA's enforcement of its rights against Applicant pursuant to this Agreement or other provisions in the Parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, NEVADA shall indemnify, on request defend, and hold Applicant harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with NEVADA's access to or use of NEVADA's poles, ducts, conduits, or rights-of-way, NEVADA's performance of any acts authorized under this Agreement, or the presence or activities of NEVADA's employees or other personnel acting on NEVADA's behalf on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

21.14 No Rights, Claims, Causes of Action, or Remedies for the Benefit of Third Parties

Nothing contained in this article is intended to create any rights, claims, causes of action, or remedies for the benefit of any third party.

21.15 Assertion of Limitation of Liability Defenses

Each Party shall diligently assert the limitation of liability provisions of any applicable tariff or contract in any case involving injury, loss, or damage to any customer of such Party for which the other Party is not exempt from indemnification liabilities to the indemnified party under this Agreement.

21.16 Indemnity Liabilities Not Subject to Article 22 Limitations of Liability

Indemnity liabilities under this article shall not be subject to Article 22 limitations of liability.

21.17 Defense of Suits

Upon request by the indemnified party, the indemnifying party shall defend any suit brought against the indemnified party for any injury, loss, or damage subject to indemnification under this Agreement. The indemnified party shall notify the indemnifying party promptly in writing of any written claims, lawsuits, or demands for which the indemnifying party may be responsible under this Agreement. The indemnified party shall cooperate in every reasonable way to facilitate defense or settlement. The indemnifying party shall have the right to control and conduct the defense and settlement of any action or claim subject to consultation of the indemnified party. The indemnifying party shall not be responsible for any settlement unless the indemnifying party approved such settlement in advance and agrees to be bound by the settlement agreement.

ARTICLE 22: LIABILITIES AND LIMITATIONS OF LIABILITY

22.1 LIMITATIONS OF LIABILITY WITH RESPECT TO NEGLIGENT ACTS AND OMISSIONS

THIS ARTICLE INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

22.2 LIMITATIONS OF LIABILITY IN GENERAL

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTIONS 21.16 AND 22.5, NEITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES ATTRIBUTABLE, IN WHOLE OR IN PART, TO ANY NEGLIGENT ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT, WHETHER ARISING IN CONTRACT OR TORT, SHALL EXCEED IN THE AGGREGATE FOR ANY CALENDAR YEAR THE

GREATER OF $250,000, OR THE TOTAL AMOUNT CHARGED BY NEVADA TO APPLICANT UNDER THIS AGREEMENT FOR THE CALENDAR YEARS WHEN THE ACTS OR OMISSIONS GIVING RISE TO LIABILITY OCCURRED. NOTHING CONTAINED IN THIS SECTION SHALL BE CONSTRUED AS LIMITING EITHER PARTY'S LIABILITY FOR ACTS OR OMISSIONS CONSTITUTING WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE BY SUCH PARTY.

22.3 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

22.4 NEVADA Not Liable to Applicant for Acts of Third Parties or Acts of God

By affording Applicant access to poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA, NEVADA does not warrant, guarantee, or insure the uninterrupted use of such facilities by Applicant. Except as specifically provided in Section 22.5 of this Agreement, Applicant assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Applicant's facilities attached to NEVADA's poles or placed in NEVADA's ducts, conduits, or rights-of-way, and NEVADA shall not be liable to Applicant for any damages to Applicant's facilities other than as provided in Section 22.5. In no event shall NEVADA be liable to Applicant under this Agreement for any injury, loss, or damage resulting from the acts or omissions of:

(a) Any joint user or any person acting on a joint user's behalf;

(b) Any governmental body or governmental employee;

(c) Any third-party property owner or persons acting on behalf of such property owner; or

(d) Any holder of a permit, invitee, trespasser, or other person present at the site or in the vicinity of any NEVADA pole, duct, conduit, or right-of-way

in any capacity other than as a NEVADA employee or person acting on NEVADA's behalf.

In no event shall NEVADA be liable to Applicant under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on NEVADA's behalf, cable cuts by persons other than NEVADA's employees or persons acting on NEVADA's behalf, or other causes beyond NEVADA's control which occur at sites subject to this Agreement.

22.5 Damage to Facilities

Except as otherwise specifically provided in this section, neither Party shall be liable to the other Party for any injury, loss, or damage (or for the direct or indirect consequences of any such injury, loss, or damage) to such other Party's facilities attached to NEVADA's poles or placed within or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

22.5.1 Each Party (the "responsible Party"), and persons acting on behalf of the responsible Party, shall exercise due care to avoid damaging the facilities of the other Party (the "injured Party"). In the event such damage occurs, the responsible Party or persons acting on behalf of the responsible Party shall immediately report such damages to the injured Party, and the injured Party shall promptly make such arrangements as may be necessary to restore service to its customers using the facilities affected.

22.5.2 The responsible Party shall reimburse the injured Party for the actual costs incurred by the injured Party for repair of facilities damaged by the willful misconduct, grossly negligent acts, grossly negligent omissions, and negligent acts (but not negligent omissions other than grossly negligent omissions) of employees of the responsible Party.

22.5.3 The responsible Party shall reimburse the injured Party for the actual costs incurred by the injured Party for repair of facilities damaged by the willful misconduct, grossly negligent acts or omissions, and negligent acts (but not negligent omissions other than grossly negligent omissions) of independent contractors acting on the responsible Party's behalf; provided, however, that the injured Party shall be limited to recovery of those costs which cannot be recovered from the independent contractor causing the damage. The responsible Party shall not be liable to the injured Party under this section until the injured Party's claims against the independent contractor causing the damage have been adjudicated or

settled and the amount of the injured Party's claim against the responsible Party is determinable.

22.5.4 NEITHER PARTY SHALL BE REQUIRED BY THIS SECTION TO REIMBURSE THE OTHER PARTY FOR COSTS INCURRED AS A RESULT OF NEGLIGENT OMISSIONS OTHER THAN GROSSLY NEGLIGENT OMISSIONS COVERED BY SECTIONS 22.5.3-22.5.4.

22.5.5 THIS SECTION LIMITS, BUT DOES NOT EXCLUDE, THE RESPONSIBLE PARTY'S LIABILITY TO THE INJURED PARTY FOR DAMAGES CAUSED BY NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OF THE RESPONSIBLE PARTY AND PERSONS ACTING ON THE RESPONSIBLE PARTY'S BEHALF.

22.6 No Limitations of Liability in Contravention of Federal or State Law

Nothing contained in this article shall be construed as exempting either Party from any liability, or limiting such Party's liability, in contravention of federal law or in contravention of the laws of this State.

22.7 Claims Against Third Parties

Nothing contained in this article shall be construed as requiring either Party to forego any claims that such Party may have against third parties, including but not limited to contractors, subcontractors, or persons (other than the other Party's employees) acting on the other Party's behalf.

ARTICLE 23: INSURANCE

23.1 Insurance Required

Applicant shall comply with the insurance requirements specified in this section.

23.1.1 Unless Applicant has provided proof of self-insurance as permitted in Section 23.2 below, Applicant shall obtain and maintain in full force and effect, for so long as this Agreement remains in effect, insurance policies specified in APPENDIX IV of this Agreement. Each policy shall name NEVADA as an additional insured and shall include provisions requiring the insurer to give NEVADA notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting NEVADA's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.

23.1.2 Except as provided in this subsection, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by NEVADA. For authorized contractors and other contractors performing work on, within, or in the vicinity of

NEVADA's poles, ducts, conduits, and rights-of-way on Applicant's behalf, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by Applicant.

23.1.3 Authorized contractors and other contractors performing work on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way on Applicant's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on NEVADA's behalf. Applicant shall be responsible for securing compliance by its contractors with this requirement and shall be liable to NEVADA for any damages resulting from its failure to do so.

23.1.4 Self-insurance shall be permitted for persons and entities (including but not limited to Applicant and authorized contractors) meeting the self-insurance requirements set forth in Section 23.2.

23.2 Proof of Insurance or Self-insurance

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

23.2.1 Applicant shall submit to NEVADA adequate proof (as determined by NEVADA) that the companies insuring Applicant are providing all coverages required by this Agreement. Applicant's insurers shall provide NEVADA with certifications that required coverages will not be canceled, changed or materially altered (e.g., by increasing deductibles or altering exclusions from coverage) except after 30 days written notice to NEVADA.

23.2.2 NEVADA will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. NEVADA will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and NEVADA is satisfied that such entity will be able to meet its liability obligations under this Agreement.

23.2.3 Applicant shall be responsible for determining whether contractors and other persons present on Applicant's behalf on, within, and in the

vicinity of NEVADA's poles, ducts, conduits, and rights-of-way meet the self-insurance requirements of this subsection. Applicant may accept certified proof of any such person's or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. Applicant may accept proof of self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and Applicant is satisfied that such entity will be able to meet its liability obligations with respect to activities performed on, within, and in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way.

23.3 Licensing Contingent on Proof of Insurance

All insurance required in accordance with APPENDIX IV, or self-insurance as permitted in Section 23.2, must be in effect before NEVADA will issue pole attachment or conduit occupancy permits under this Agreement and shall remain in force until all of Applicant's facilities have been removed from NEVADA's poles, ducts, conduits, and rights-of-way.

23.4 Failure to Obtain or Maintain Coverage

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

ARTICLE 24: ASSIGNMENT OF RIGHTS

24.1 Assignment Permitted

Neither Party may assign or otherwise transfer its rights or obligations under this Agreement except as provided in this section.

24.1.1 NEVADA may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Applicant's consent, to any entity controlling, controlled by, or under common control with NEVADA or which acquires or succeeds to ownership of substantially all of NEVADA's assets.

24.1.2 Applicant may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without NEVADA's consent, to: any telecommunications carrier or cable system operator which"

(a) Is entitled to access to NEVADA's poles, ducts, conduits, and rights-of-way under the Pole Attachment Act; and

(b) Controls, is controlled by, or is under common control with Applicant or acquires and succeeds to ownership of substantially all of Applicant's assets; provided, however, that such assignment shall not be effective until Applicant has given NEVADA written notice of the assignment pursuant to Section 24.3 and guaranteed the performance of Applicant's assignee or successor.

Applicant's assignee or successor shall assume all outstanding obligations of Applicant under this Agreement, including but not limited to all liabilities and contingent liabilities of Applicant arising out of or in connection with this Agreement.

24.1.3 Applicant may, ancillary to a bona fide loan transaction between Applicant and any lender, and without NEVADA's consent, grant security interests or make collateral assignments in substantially all of Applicant's assets, including Applicant's rights under this Agreement, subject to the express terms of this Agreement. In the event Applicant's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Applicant's assets through public or private sale or through an Agreement with Applicant, Applicant's lender or the third party acquiring Applicant's rights under this Agreement shall assume all outstanding obligations of Applicant under the agreement and provide proof satisfactory to NEVADA that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure by Applicant's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Applicant's lender or such third

party shall succeed to all rights and remedies of Applicant under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Applicant is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Applicant under the Agreement, including liability to NEVADA for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Applicant under the Agreement, as applicable.

24.1.3.1 In the event Applicant or Applicant's lender requests that NEVADA, in connection with a bona fide loan transaction between Applicant and Applicant's lender, sign any additional consents, or make other accommodations to protect such lender's interest, Applicant or Applicant's lender shall reimburse NEVADA for all expenses incurred by NEVADA in connection with such requests and accommodations, including but not limited to in-house or outside legal expenses incurred by NEVADA in processing the request.

24.1.3.2 In the event Applicant or Applicant's lender desires that NEVADA provide notices to Applicant's lender or permit Applicant's lender, in the event of a breach, to cure any default or termination event if Applicant fails to do so, Applicant shall notify NEVADA's authorized agent, as designated in Article 29 of this Agreement, that such notices may be sent to Applicant's lender as well as to Applicant. Nothing contained in this subsection shall be construed as imposing any duty on NEVADA in favor of Applicant's lender, and this section shall not be construed to provide Applicant's lender or any other third parties with any rights, claims, causes of action of any kind. Applicant waives any and all claims or causes of action, of every kind and character, past, present, or future, arising out of or in connection with the giving of any notice to Applicant's lender pursuant to this section or any failure to give such notice.

24.1.4 Either Party may assign or transfer rights or obligations under this Agreement on such terms and conditions as are mutually acceptable to the other Party and with such other Party's prior written consent, which consent may be withheld only for due cause and justification.

24.1.5 No assignment or transfer by Applicant of rights under this Agreement, permits subject to this Agreement, or authorizations granted under this

Agreement shall be effective until Applicant, its successors, and assigns have complied with the provisions of this article, secured NEVADA's prior written consent to the assignment or transfer, if necessary, and given NEVADA notice of the assignment or transfer pursuant to Section 24.3.

24.1.6 Except as otherwise expressly provided in this article, neither this Agreement, nor any permits or authorizations subject to this Agreement, shall inure to the benefit of Applicant's successors or assigns without NEVADA's prior written consent.

24.2 Incorporations, Mergers, Acquisitions, and Other Changes in Applicant's Legal Identity

When the legal identity or status of Applicant changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

24.3 Notice of Assignment

Applicant shall provide NEVADA with 60 days advance notice in writing of any assignment.

24.4 Assignment Shall Not Relieve Applicant of Prior Obligations

Except as otherwise expressly agreed by NEVADA in writing, no assignment permitted by NEVADA under this Agreement shall relieve Applicant of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Article 21 of this Agreement or the interconnection agreement, if any.

24.5 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities

NEVADA may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Applicant under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Applicant arising out of or in connection with this Agreement.

24.6 Satisfaction of All Other Licensing Requirements

Applicant's assignee or successor must, within 60 days following the assignment, provide proof satisfactory to NEVADA that such assignee or successor has complied or will comply with all licensing requirements established under this Agreement, including but not limited to requirements that such assignee or successor verify, to the best of its information and belief, as provided in Section 17.3, that all facilities owned or used by such assignee or successor and presently attached to NEVADA's poles or placed within any portion of NEVADA's

conduit system within this State have been disclosed to NEVADA and are subject to existing permits and that such assignee or successor has complied with the insurance requirements set forth in Article 23 of this Agreement.

24.7 Additional Post-Assignment Requirements

Applicant's assignee or successor shall, within 60 days following the assignment:

(a) Sign this Agreement as an assignee or successor expressly agreeing to be bound by all provisions of this Agreement and permits subject to this Agreement;

(b) Provide proof, satisfactory to NEVADA, of such assignee's assumption of the obligations of this Agreement; and

(c) Pay a one-time contract administration fee, as provided in APPENDIX I of this Agreement, if no Master Agreement for Access to NEVADA's Poles, Ducts, Conduits, or Rights-of-Way between NEVADA and such assignee is in effect for this State, or an administrative record-keeping fee as provided in APPENDIX I of this Agreement, if there is a Master Agreement in effect for this State.

24.8 Sub-permits Prohibited

Nothing contained in this Agreement shall be construed as granting Applicant the right to sub-permit any rights under this Agreement or permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Applicant shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Applicant or to utilize such space.

ARTICLE 25: TERMINATION OF AGREEMENT OR PERMITS; REMEDIES FOR BREACHES

25.1 Termination Due to Non-Use of Facilities or Loss of Required Authority

Applicant shall, by written notice to NEVADA, terminate this Agreement and all permits subject to this Agreement if Applicant ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Applicant is cable television system having access to NEVADA's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Applicant is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of NEVADA's poles, ducts, conduits, and rights-of-way in this State. Applicant shall, by written notice to NEVADA, terminate individual permits subject to this Agreement if:

(a) Applicant ceases to utilize the pole attachment or conduit occupancy space subject to such permits; or

(b) Applicant's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated for reasons of safety or any other lawful reason by any federal, state, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

Responsibility for terminating this Agreement or individual permits under the circumstances set forth in this section shall be a contractual obligation imposed on Applicant, and the failure by Applicant to terminate this Agreement or individual permits pursuant to this section shall be a material breach of this Agreement.

25.2 Limitation, Termination, or Refusal of Access for Certain Material Breaches

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

25.3 Notice and Opportunity to Cure Breach

In the event of any claimed breach of this Agreement by either Party, the aggrieved Party may give written notice of such claimed breach as provided in this section.

25.3.1 The notice shall set forth in reasonable detail:

(a) The conduct or circumstances complained of, together with the complaining Party's legal basis for asserting that a breach has occurred;

(b) The action believed necessary to cure the alleged breach; and

(c) Any other matter the complaining Party desires to include in the notice.

25.3.2 Except as provided in Section 25.2 and Section 25.3.3 of this section, the complaining Party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given and:

(a) The breaching Party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days; or

(b) The breaching Party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either Party from invoking the dispute resolution procedures set forth in Article 30 of this Agreement, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.

25.3.3 Nothing contained in this section shall preclude either Party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other Party which threatens the complaining Party with irreparable injury, loss or damage without first giving the notice otherwise required by Section 25.3.2.

25.4 Remedies for Breach

Subject to the provisions of this article and the dispute resolution procedures of Article 30, either Party may terminate this Agreement in the event of a material breach by the other Party or exercise any other legal or equitable right which such Party may have to enforce the provisions of this Agreement. Except as otherwise specifically provided in Section 30.7, in any action based on an alleged breach of this Agreement, the prevailing Party shall be entitled to recover all costs and expenses incurred by such Party, including but not limited to reasonable attorneys' fees.

ARTICLE 26: FAILURE TO ENFORCE

26.1 No Waiver

The failure by either Party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement. Notwithstanding any such failure, all terms and conditions of this Agreement and all rights of either Party hereunder shall be and remain at all times in full force and effect.

ARTICLE 27: EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

27.1 Effective Date

This Agreement shall be effective as of the ___ day of _____, 2000, or, if this Agreement has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the Parties, the date of approval by the State Commission of the interconnection agreement, whichever date first occurs.

27.2 Initial Term

Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the effective date until the end of the calendar year which includes the effective date.

27.3 Automatic Renewal

Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date.

27.4 Elective Termination

Either Party may terminate this Agreement by giving the other Party at least six months prior written notice as provided in this section.

27.4.1 Applicant may terminate this Agreement with or without cause.

27.4.2 The Parties acknowledge that the Pole Attachment Act, 47 U.S.C. §224(e), as added by the Telecommunications Act of 1996, expressly directs the FCC to promulgate new regulations governing charges to telecommunications carriers for access to poles, ducts, conduits, and rights-of-way and that such new regulations are to take effect five years after the date of enactment of the Telecommunications Act of 1996 (that

is, February 8, 2001). The Parties further acknowledge that due to nondiscrimination requirements, it is desirable that formal attachment agreements establishing rates, terms, and conditions of access be revised simultaneously, to the extent possible. Accordingly, the Parties agree that NEVADA may terminate this Agreement only for cause during the period beginning with the effective date of this Agreement through February 8, 2001. Thereafter, NEVADA may terminate this Agreement with or without cause, subject to the provisions of Section 27.4.4 and Section 27.5 below.

27.4.3 The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Agreement or six months after the date the notice is given.

27.4.4 The elective termination of this Agreement by NEVADA under this section shall not require immediate removal of Applicant's facilities from poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA and shall be subject to the provisions of Section 27.5 below; provided, however, that Applicant shall, within 60 days after the effective date of the termination, either initiate negotiations for continued access to NEVADA's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Article 18 of this Agreement.

27.5 Effect of Elective Termination

Elective termination of this Agreement by Applicant, as permitted under Section 27.4 of this Agreement, shall not affect Applicant's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Applicant to the refund of any advance payment made to NEVADA under this Agreement. Elective termination of this Agreement by NEVADA shall not affect NEVADA's obligations to afford access to NEVADA's poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

ARTICLE 28: CONFIDENTIALITY OF INFORMATION

28.1 Information Provided by Applicant to NEVADA

Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Applicant to NEVADA in connection with this Agreement (including but not limited to information submitted in connection with Applicant's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy

permits) shall be deemed to be "confidential" or "proprietary" information of Applicant and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Applicant's review of records regarding a particular market area, or relating to assignment of space to Applicant in a particular market area, and further includes knowledge or information about the timing of Applicant's request for or review of records or its inquiry about NEVADA facilities. This article does not limit the use by NEVADA of aggregate information relating to the occupancy and use of NEVADA's poles, ducts, conduits, and rights-of-way by firms other than NEVADA (that is, information submitted by Applicant and aggregated by NEVADA in a manner that does not directly or indirectly identify Applicant).

28.2 Access Limited to Persons with a Need to Know

Confidential or proprietary information provided by Applicant to NEVADA in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 28.3-28.6.

28.3 Permitted Uses of Applicant's Confidential Information

Notwithstanding the provisions of Sections 28.1 and 28.2 above, NEVADA and persons acting on NEVADA's behalf may utilize Applicant's confidential or proprietary information for the following purposes:

(a) Posting information, as necessary, to NEVADA's outside plant records;

(b) Placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing NEVADA's poles, ducts, conduits, and rights-of-way and any NEVADA facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way;

(c) Performing NEVADA's obligations under this Agreement and similar agreements with third parties;

(d) Performing NEVADA's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act;

(e) Determining which of NEVADA's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for NEVADA's own use, and making planning, engineering, construction, and budgeting decisions relating to NEVADA's poles, ducts, conduits, and rights-of-way;

(f) Preparing cost studies;

(g) Responding to regulatory requests for information;

(h) Maintaining NEVADA's financial accounting records; and

(i) Complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

28.4 Access by Third Parties

Information reflecting the assignment of pole attachment and conduit occupancy space to Applicant may be made available to personnel of third parties seeking access to NEVADA's records under provisions, and subject to protections, equivalent to those contained and required by Section 7.3 of this Agreement.

28.5 Defense of Claims

In the event of a dispute between NEVADA and any person or entity, including Applicant, concerning NEVADA's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, NEVADA may utilize confidential or proprietary information submitted by Applicant in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that NEVADA shall not disclose Applicant's proprietary or confidential information without first, at NEVADA's option:

(a) Obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Applicant's information;

(b) Seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

(c) Providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.6 Response to Subpoenas, Court Orders, and Agency Orders

Nothing contained in this article shall be construed as precluding NEVADA from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided,

however, that NEVADA shall not disclose Applicant's proprietary or confidential information without first, at NEVADA's option:

(a) Obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Applicant's information;

(b) Seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

(c) Providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.7 Other Uses of Confidential Information

No other uses of confidential information received from Applicant pursuant to this Agreement are authorized or permitted without Applicant's express written consent.

ARTICLE 29: NOTICES

29.1 Notices to Applicant

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

29.1.1 Such notice may be delivered to Applicant's duly authorized agent or attorney in person or by agent or courier receipted delivery.

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

29.1.3 Applicant may authorize delivery of the notice by telephonic document transfer to the Applicant's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.

29.1.4 Notices to Applicant shall be sent to the authorized agent or attorney designated below:

Name: Susan McAdams

Title: Vice President, Government & Industry Affairs

Firm: New Edge Network, Inc. d/b/a New Edge Networks

Address: 3000 Columbia House Blvd., Suite 106

City/State/Zip: Vancouver, WA 98661

29.2 Notices to NEVADA

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

29.2.1 Such notice may be delivered to NEVADA's duly authorized agent or attorney in person or by agent or courier receipted delivery.

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

29.2.3 NEVADA may authorize delivery of the notice by telephonic document transfer to NEVADA's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.

29.2.4 On the effective date of this Agreement, and until further notice to Applicant, NEVADA's duly authorized agent shall be the Structure Licensing Coordinator ("SLC") designated in APPENDIX VIII.

29.3 Changes in Notice Requirements

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

ARTICLE 30: DISPUTE RESOLUTION

30.1 Purpose

The provisions of this article are intended to minimize litigation between the Parties with respect to disputes arising in connection with this Agreement and shall be construed accordingly. Any dispute between the Parties arising under this Agreement may be submitted by either Party for resolution under this article.

30.2 Exclusive Remedy for Monetary Claims under $25,000

Except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, the Parties agree to use the dispute resolution processes set forth in this Agreement as their sole remedy with respect to any monetary claim of $25,000 or less which arises out of or in connection with this Agreement.

30.3 Prerequisite to Litigation

The provisions of this article shall also apply to all disputes, without regard to the amount in controversy, in which Applicant contests charges billed by NEVADA to Applicant under the terms of this Agreement. No suit, except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, shall be filed by either Party against the other with respect to such contested charges until the Parties have engaged in good faith negotiations as provided in Section 30.4, and, if the Parties agree, in mediation under Section 30.5.

30.4 Good Faith Negotiation

Good faith negotiation as provided in this section shall be the first step in the dispute resolution process.

30.4.1 With respect to any dispute subject to the provisions of this article, either Party may initiate negotiation proceedings by writing a certified or registered letter to the other Party setting forth the particulars of the dispute, the terms of the Agreement that are involved, and a suggested resolution of the problem.

30.4.2 The recipient of the letter shall respond within 21 days to the proposed solution. The recipient shall either agree to the proposed solution or explain its disagreement.

30.4.3 If the correspondence does not resolve the dispute, each Party, at the request of either Party, will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the dispute. The location, form, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon

agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.

30.4.4 Discussions and correspondence among the representatives as provided by this section are for purposes of settlement, are exempt from discovery and production, and shall not be admissible in arbitration, judicial, regulatory, or other proceedings in any forum.

30.5 Mediation

If the Parties agree to mediation, the mediation may be conducted as provided in this section or in such other manner as may be mutually agreeable to the Parties.

30.5.1 If agreed to by the Parties, the dispute shall be referred to the nearest office of the American Arbitration Association, or such other mediator as may be selected by agreement of the Parties, for mediation, that is, an informal, non-binding conference or conferences between the Parties in which a mediator will seek to guide the Parties to a resolution of the dispute.

30.5.2 If the dispute is referred to the American Arbitration Association, the Parties are free to select any mutually acceptable panel member from the list of mediators at the American Arbitration Association. If the Parties cannot agree or have no particular choice of a mediator and simply request that the American Arbitration Association assign a mediator to the dispute, then a list and resumes of available mediators, numbering one more than there are parties, will be sent to the Parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by the Administrator of the American Arbitration Association from the remaining names.

30.5.3 Mediation sessions shall be private.

30.5.4 All records, reports or other documents considered by the mediator shall be confidential.

30.5.5 The Parties agree that the mediator shall not be compelled to divulge confidential materials or to testify about the mediation in arbitration, regulatory, judicial, or other proceedings in any forum.

30.5.6 The Parties agree to maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitration, judicial, or other proceeding:

(a) Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;

(b) Admissions made by the other Party during the mediation proceedings;

(c) Proposals made or views expressed by the mediator; or

(d) The fact that the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

30.5.7 Sections 30.5.5 and 30.5.6 of this section shall apply to anything said, done or occurring in the course of the mediation, including any private caucus or discussions between the mediator and any Party or counsel before or after the joint mediation session. There shall be no stenographic record of the mediation process, except to memorialize a settlement record.

30.5.8 The mediation process shall be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views, and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

30.6 Arbitration

If negotiations and mediations do not resolve the dispute within 90 days after the initiation of dispute resolution proceedings as provided in Section 30.4.1f this Agreement, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association if the dispute involves any monetary claim of $25,000 or less which arises out of or in connection with this Agreement. The Parties may voluntarily elect to arbitrate disputes in which the amount in controversy exceeds $25,000, but they shall not be required by this Agreement to do so.

30.6.1 Either Party may demand such arbitration in accordance with the procedures set out in the Commercial Arbitration Rules.

30.6.2 Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this subsection.

30.6.2.1 Each Party may submit in writing to any other Party, and such other Party shall so respond, to a maximum of any combination of 35 of the following: interrogatories, document production requests, and requests for admissions. The interrogatories, document production requests, and requests for admissions shall not have subparts.

30.6.2.2 Additional discovery may be permitted upon mutual agreement of the Parties or upon order of the arbitrator on a showing of good cause.

30.6.3 The arbitrator shall control the scheduling so as to process the matter expeditiously. The times set forth in this subsection shall apply unless extended upon mutual agreement of the Parties or by the arbitrator on a showing of good cause.

30.6.3.1 The arbitration hearing shall commence within 60 days of the demand for arbitration and shall be held, in the absence of agreement by the Parties to a different venue, in Reno, Nevada.

30.6.3.2 The Parties shall submit written briefs five days before the hearing.

30.6.3.3 The arbitrator shall rule on the dispute by issuing a written opinion within 30 days after the close of hearings.

30.6.3.4 The arbitrator shall have no authority to order punitive or consequential damages.

30.6.3.5 Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

30.7 <u>Costs</u>

Except as specifically provided in this section, each Party shall bear its own costs of all dispute resolution procedures under this article.

30.7.1 A Party seeking discovery shall reimburse the responding Party for the costs incurred by the responding Party in producing documents.

30.7.2 The Parties shall equally split the fees of the arbitration and the arbitrator.

30.8 No Abridgment of Rights under the Communications Act of 1934 or the Pole Attachment Act

Nothing contained in this article shall abridge the rights of either Party to seek relief from the FCC with respect to any dispute subject to the jurisdiction of the FCC under the Communications Act of 1934 or the Pole Attachment Act, or from the State Commission with respect to any dispute subject to its jurisdiction, except that the Parties may not seek relief from the FCC or the State Commission with respect to any dispute that has already been resolved by mediation under Section 30.5 or by binding arbitration under Section 30.6.

ARTICLE 31: ACCESS TO APPLICANT'S POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

31.1 No Reciprocal Access to Applicant's Facilities

This Agreement does not include provisions for reciprocal access by NEVADA to Applicant's poles, ducts, conduits, and rights-of-way.

ARTICLE 32: GENERAL PROVISIONS

32.1 Entire Agreement

This Agreement, together with the interconnection agreement, if any, to which this Agreement is an appendix, attachment, or exhibit, sets forth the entire understanding and agreement of the Parties.

32.2 Prior Agreements Superseded

This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and NEVADA relating to the placement and maintenance of Applicant's facilities on and within NEVADA's poles, ducts, and conduits within this State.

32.3 Amendments Shall Be in Writing

Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both Parties.

32.4 Survival of Obligations

Any liabilities or obligations of either Party for acts or omissions prior to the termination of this Agreement, any obligations of either Party under provisions of this Agreement relating to confidential and proprietary information,

indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

32.5 Multiple Counterparts

This Agreement may be executed in multiple counterparts.

32.6 Effect on Permits Issued Under Prior Agreements

All currently effective pole attachment and conduit occupancy permits granted to Applicant shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

32.7 Force Majeure

Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other Party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

32.8 Severability

If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either Party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.

32.9 Choice of Law

Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of this State, applied without regard to the provisions of this State’s laws relating to conflicts-of-laws.

32.10 Changes in the Law

Because the primary purpose of this Agreement is to provide access to poles, ducts, conduits, and rights-of-way in accordance with the Pole Attachment Act, as amended by the Telecommunications Act of 1996 and subsequent amendments, the Parties contemplate that changes in this Agreement may from time to time be necessary or desirable to conform to changes in the Pole Attachment Act as that Act is amended, interpreted, and applied. This Agreement is based in large part on regulatory decisions by the FCC, which has jurisdiction over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way (except to the extent that such jurisdiction has been pre-empted by individual states) and decisions by the State Commission. More specifically, this Agreement is based in large part on the FCC's First Interconnection Order in CC Docket No. 96-98, on FCC rules announced with the First Interconnection Order, and on Arbitration Orders by the State Commission.

[ ] Applicant desires to have access to NEVADA's poles, ducts, conduits, and rights-of-way on terms that are not less favorable than those obtained by firms participating in interconnection arbitration proceedings before the State Commission. Applicant also desires to have access to NEVADA's poles, ducts, conduits, and rights-of-way to the full extent permitted under the FCC's First Interconnection Order in CC Docket No. 96-98. NEVADA is entering into this Agreement for the purpose of providing nondiscriminatory access in compliance with the Pole Attachment Act and regulatory decisions thereunder, including decisions by the State Commission in interconnection arbitration proceedings in which Applicant is not a party. Each Party is entering into this Agreement based on current interpretations of the law by the FCC and State Commission. In the event of any changes in the Pole Attachment Act, changes in applicable FCC or State Commission rulings, or judicial determinations that such rulings are erroneous or invalid, each Party shall, at the request of the other, engage in good faith negotiations to supplement, amend or replace any provisions of this Agreement affected by such changes or determinations and to conform this Agreement to changes in the underlying laws on which the Agreement is based.

[ ] This Agreement has been entered into as a result of private negotiation between the Parties and arbitration by the State Commission, acting pursuant to the Telecommunications Act of 1996. If the actions of any legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws, rules, regulations, or commission orders that were the basis for a provision of this Agreement (including but not limited to any provision of this Agreement required by any arbitration award approved by the State Commission), the affected provision shall be invalidated, modified, or stayed as required by action of

the legislative body, court, or regulatory agency. In the event of such a change in the law, each Party shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required by the law or requested in good faith by the other Party. If negotiations fail, disputes between the Parties concerning interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the interconnection agreement or this Agreement; provided, however, that this section shall not be construed as precluding either Party from seeking appropriate relief from the FCC in connection with the Parties' rights and obligations under the Pole Attachment Act. In the event of any material change in the law, each Party agrees to enter into good faith negotiations to conform this Agreement to the changes in the law.

ARTICLE 33: APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

33.1 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.

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

NEVADA BELL TELEPHONE COMPANY

By: _____
Signature of NEVADA's Authorized Officer/Employee

_____
Name of NEVADA's Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of NEVADA's Authorized Officer/Employee

_____
Date

_____
City and State of Execution by NEVADA

NEW EDGE NETWORK, INC. D/B/A NEW EDGE NETWORKS
Applicant's Name (Printed or Typed)

By: _____
Signature of Applicant's Authorized Officer/Employee

_____
Name of Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of Authorized Officer/Employee

_____
Date

_____
City and State of Execution by Applicant

APPENDIX I
SCHEDULE OF RATES, FEES, AND CHARGES

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and sets forth the rates, fees and charges to be paid by Applicant to NEVADA pursuant to the Master Agreement and licenses subject to the Master Agreement. The rates, fees, and charges set forth in this Appendix shall be subject to all applicable laws, rules, regulations, and commission orders as provided in Section 19.1 of the Master Agreement and shall be subject to revision as provided in Section 19.12 of the Master Agreement.

1. Pole Attachment Fees

1.1 General

1.1.1 For billing purposes, pole attachments shall be considered:

a) to have commenced on the first to occur of the following dates: the date of assignment (or provisional assignment) of pole attachment space, the date a license for such pole attachment is issued, or the date of actual attachment; and

b) to have ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.6 of the Master Agreement) that Applicant has removed the attached facilities from NEVADA's pole, or the date of termination of Applicant's license.

1.1.2 Fees shall be payable semiannually in advance on the first days of January and July and shall be prorated on a daily basis as provided in Section 19.4. Fees for pole attachments shall be based on the number of pole attachments as of the date of billing. If Applicant occupies more than one usable space on a pole, separate attachment fees shall apply to each space occupied. For billing purposes, a single pole attachment includes the point of attachment and all facilities located in the usable space on the pole in the space assigned to Applicant (typically six inches above and six inches below the point of attachment), together with routine ancillary apparatus such as anchors, anchor/guy strands, drive rings, J-hooks, dead-end clamps, and other apparatus which does not interfere with the ability of NEVADA to occupy or assign usable space on the pole other than the usable space licensed to Applicant. Fees for pole space assignments and unauthorized pole attachments shall be billed in the same manner as if a license had been issued.

1.2 Fees (1999 Rates)

APPENDIX I
SCHEDULE OF RATES, FEES, AND CHARGES

Semiannual Pole Attachment Fees	Annual	Semiannual
Per pole attachment (cable service only)	$TBD	$ TBD
Per pole attachment (telecommunications carriers)	$TBD	$ TBD
Per pole attachment (other)	$ N/A	$ N/A

2. Conduit Occupancy Fees

2.1 General

2.1.1 For billing purposes, conduit occupancy shall be considered to have:

a) Begun on the first to occur of the following dates: the date of assignment (or provisional assignment) of conduit occupancy space, the date a license for such conduit occupancy is issued, or the date of actual occupancy; and

b) Ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.6 of the Master Agreement) that Applicant has removed the attached facilities from NEVADA's conduit, or the date of termination of Applicant's license.

Occupancy ends only when facilities have been removed from NEVADA's conduit system and required post-removal procedures (e.g., plugging ducts) have been completed. Fees for conduit space assignments and unauthorized conduit occupancy shall be billed in the same manner as if a license had been issued.

2.1.2 Fees shall be payable semiannually in advance on the first days of January and July.

2.2 Fees (1999 Rates)

Semiannual Per Foot Conduit Occupancy Fees	Annual	Semiannual
Full duct/duct foot (cable service only)	$ TBD	$ TBD
Full duct/duct foot (telecommunications carriers)	$ TBD	$ TBD
Full duct/duct foot (other)	$ N/A	$ N/A
Half duct/duct foot (cable service only)*	$ TBD	$ TBD
Half duct/duct foot (telecommunications carriers)*	$ TBD	$ TBD
Half duct/duct foot (other)*	$ N/A	$ N/A

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SCHEDULE OF RATES, FEES, AND CHARGES

*Each inner duct is billed at the half duct rate.

2.2.1 Facility footage shall be measured:

a) From the center of one manhole to the center of an adjacent manhole if the facility runs between two manholes;

b) From the center of a manhole to the end of a duct not terminated in a manhole; or

c) From the center of a manhole to the property line if the duct is connected at the property line to a duct owned and controlled by a third-party property owner.

2.2.2 Semiannual full duct conduit occupancy fees will apply to the first facility placed in a previously unoccupied duct except as provided in Sections 2.2.3-2.2.4 below.

2.2.3 If two or more facilities occupy a duct that has not been subdivided by inner duct, a semiannual half duct conduit occupancy fee will be charged for each facility placed in the duct.

2.2.4 A semiannual half duct occupancy fee will apply to the first facility placed by Applicant in a previously unoccupied duct that has not been subdivided by inner duct if and only if the presence of Applicant's facility does not render the other half of the duct unusable by others.

2.2.5 When Applicant's facilities are installed within inner duct, a single semiannual one-half duct conduit occupancy fee will apply to each inner duct occupied.

3. Application Fees. No application fees shall be charged for the submission of access applications or provisional space assignments. Charges for processing applications are set forth below.

4. Pre-license Survey Work. Charges for pre-license survey work are not set on a fixed fee basis and will be determined on a case-by-case basis. If pre-license survey work is performed by NEVADA's contractors, Applicant shall reimburse NEVADA for the actual out-of-pocket costs incurred by NEVADA for such work (plus the applicable additive, if any, to compensate NEVADA for administrative costs). If pre-license survey work is performed by NEVADA employees, pre-license survey charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by NEVADA's employees on pre-license survey work.

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5. Facilities Modification, Capacity Expansion, and Make-ready Work. Charges for facilities modification, capacity expansion, and make-ready work are not set on a fixed fee basis and will be determined on a case-by-case basis. If such work is performed by NEVADA's contractors, Applicant shall reimburse NEVADA for the actual out-of-pocket costs incurred by NEVADA for such work (plus the applicable additive, if any, to compensate NEVADA for administrative costs). If such work is performed by NEVADA employees, charges for such work shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by NEVADA's employees on the work. In all cases, except as otherwise specifically provided to the contrary in the Master Agreement, such charges shall include the costs of materials required to perform the work. No later than 45 days after receipt by NEVADA of Applicant's completed application, or within such other period as may be mutually agreed upon in writing by the Parties, NEVADA will furnish Applicant an estimate of the charges for facilities modification, capacity expansion, and make-ready work. Except as otherwise specifically provided in other parts of the Master Agreement, Applicant will pay:

   (a) Half of NEVADA's charges for the project at 50 percent job completion and the remainder at 100 percent completion; and

   (b) If outside contractors are involved, half of the total compensation to be paid to outside contractors at 50 percent job completion and the remainder of NEVADA's total charges at 100 percent completion.

   NEVADA may, at its election, require Applicant to pay NEVADA's out-of-pocket costs for materials as those costs are incurred and may require Applicant to pay outside contractor costs on the same schedule NEVADA pays such outside contractors; provided, however, that this provision shall be subject to applicable rulings, if any, of the State Commission. Bills and invoices submitted by NEVADA to Applicant for make-ready charges shall be due and payable 30 days after the date of the bill or invoice.

6. Construction Inspectors. Subject to all applicable commission orders, where work is being performed on Applicant's behalf in NEVADA's manholes or other portions of NEVADA's conduit system, Applicant shall pay NEVADA's full costs attributable to having a construction inspector present; provided, however, that NEVADA shall not charge Applicant for more than one such construction inspector per site at any given time. If the construction inspector is a NEVADA contractor, Applicant shall reimburse NEVADA for the actual out-of-pocket costs (without additives for administrative costs) incurred by NEVADA in connection with the presence of such inspector. If the construction inspector is a NEVADA employee, charges for the construction inspector

APPENDIX I
SCHEDULE OF RATES, FEES, AND CHARGES

shall be computed by multiplying the applicable hourly rate times the number of hours reasonably spent by the employee as a construction inspector in connection with the project.

7. Other Work Performed Pursuant to the Master Agreement. For all other work performed by NEVADA's contractors pursuant to the Master Agreement, including but not limited to work performed in opening manholes and participating in work operations at Applicant's request, Applicant shall reimburse NEVADA for the actual out-of-pocket costs incurred by NEVADA in connection with the performance of such work (plus the applicable additive, if any, to compensate NEVADA for administrative costs). For all other work performed by NEVADA's employees pursuant to the Master Agreement, including but not limited to work performed in opening manholes, providing access to and copies of records, and participating in work operations at Applicant's request, NEVADA's charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by NEVADA's employees on such work.

8. Contract Administration Fee and Administrative Record-keeping Fees. Subject to applicable commission orders, a one time contract administration fee shall be due and payable at the time of the execution of the Master Agreement. Subject to applicable commission orders, NEVADA may charge administrative record-keeping fees in connection with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like. NEVADA shall provide Applicant, on Applicant's request, a statement of the basis for the fees. Both fees shall be calculated on an actual time and materials basis.

9. Other Administrative and Ancillary Fees. No other administrative or ancillary fees are charged by NEVADA on a fixed fee basis.

10. Hourly Rates. Except as otherwise provided by any applicable law, rule, regulation, or commission order, hourly rates charged for NEVADA employees shall be such employees' fully loaded hourly rates.

11. Payment Date. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by NEVADA to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice. Interest on past due charges shall accrue as provided in Section 19.11.1 of the Master Agreement.

Agreement No. _____

APPENDIX II
IDENTIFICATION OF APPLICANT

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

Applicant's legal name is: New Edge Network, Inc. d/b/a New Edge Networks

_____.

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

Applicant does business under the following assumed names:

_____.

Applicant is:

[ ] A corporation organized under the laws of the State of _____, charter no. _____;

[ ] A partnership organized under the laws of the State of _____; or

[ ] Another entity, as follows:

_____.

Applicant represents that Applicant is:

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

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

[ ] (3) A person or entity which is neither (1) nor (2) above, as follows:

Agreement No. _____

APPENDIX II
IDENTIFICATION OF APPLICANT

_____.

Agreement No. _____

APPENDIX III
ADMINISTRATIVE FORMS AND NOTICES

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

CO 4927-NEV:	Permit to Attach/Occupy
CO 4931:	Notification of Impending Telco Work
C 0019:	Cost Estimate Detail For License Work
C 0018-NEV:	Application For Pole Attachment/Conduit Occupancy
CO 4936-NEV:	Licensee Inspection Summary
CO 4930:	Request For Removal of Licensee Facilities
CO 4932:	Notification of Additional Expenditures/Work

APPENDIX IV
INSURANCE REQUIREMENTS

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

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

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

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

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

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

APPENDIX IV
INSURANCE REQUIREMENTS

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

4.1.1 Personal Injury and Advertising Injury coverage.

4.1.2 Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.

4.1.3 Independent Contractors coverage to provide protection for Applicant's contractors, subcontractors, and other persons or entities acting on Applicant's behalf.

4.1.4 Explosion, Collapse, and Underground Hazard ("XCU") coverage.

4.1.5 Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.

4.1.6 Contractual Liability coverage to provide financial responsibility for the Applicant to meet its indemnification obligations.

4.1.7 Broad Form Property Damage ("BFPD") coverage for damage to property in the care or custody of Applicant and damage to work performed by or on behalf of the Applicant.

4.2 Minimum policy limits shall be as follows:

(a) General Aggregate Limit: $1,000,000.

(b) Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: $1,000,000.

(c) Sublimit for personal injury and advertising: $1,000,000.

(d) Products/Operations Aggregate Limit: $1,000,000.

(e) Each occurrence sublimit for Products/Operations: $1,000,000.

4.3 No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

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INSURANCE REQUIREMENTS

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

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

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

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

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

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

9.1 Certificates of Insurance using the insurance industry standard ACORD form are preferred.

9.2 Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate NEVADA as an Additional Insured.

9.3 Deductibles, if permitted, shall be listed on the Certificate of Insurance.

APPENDIX IV
INSURANCE REQUIREMENTS

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

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

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

9.5 The certificate holder shall be:

Nevada Bell Telephone Company
645 E. Plumb Lane, Room C240
Reno, Nevada 89520
ATTENTION: Structure Licensing Coordinator

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

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

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

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APPENDIX V
NONDISCLOSURE AGREEMENT

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

This Nondisclosure Agreement, effective as of the ___ day of _____, 2000, has been entered into by and between Nevada Bell Telephone Company ("NEVADA"), a Nevada corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by NEVADA. The Parties stipulate and agree as follows:

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

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

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

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APPENDIX V
NONDISCLOSURE AGREEMENT

4. NEVADA agrees that permitted uses of records and information concerning NEVADA's poles, ducts, conduits, and rights-of-way are:

   (a) Determining which poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA are available for use by such cable television systems or telecommunications carriers as permitted by federal law;

   (b) Designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way; and

   (c) Contesting decisions, if any, by NEVADA not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

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

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

7. Notwithstanding the provisions of Section 6 above, and except as provided in Section 8 below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by NEVADA to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of NEVADA's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy

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APPENDIX V
NONDISCLOSURE AGREEMENT

or electronic form) shall be marked with the legend: "**PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (NEVADA POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY).**"

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

9. All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by NEVADA (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

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

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

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

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APPENDIX V
NONDISCLOSURE AGREEMENT

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

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

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

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

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APPENDIX V
NONDISCLOSURE AGREEMENT

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

New Edge Network, Inc. d/b/a New Edge Networks Recipient (Print or Type Name)	Nevada Bell Telephone Company
By _____ Signature of Recipient or Representative	By _____ Signature
_____ Name (Printed or Typed)	_____ Name (Printed or Typed)
_____ Address	_____ Address
_____ City, State, and Zip Code	_____ City, State, and Zip Code
_____ Phone	_____ Phone
_____ Date	_____ Date

Agreement No. _____

APPENDIX VI
NOTICES TO APPLICANT

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

1. Notices in general. Except as otherwise stated in this Appendix, all notices to Applicant shall be given to Applicant's duly authorized agent or attorney as specified in Section 29.1 of the Master Agreement.

2. Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by Applicant from time to time in accordance with the provisions of Section 29.3 of the Master Agreement.

3. Special notice provisions. The following special notice provisions, if any, shall apply:

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APPENDIX VII
NOTICES TO NEVADA

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

1. Notices to NEVADA shall be given to the Structure Licensing Coordinator ("SLC") designated in APPENDIX VIII of the Master Agreement. The Structure Licensing Coordinator is generally responsible for coordinating applications for access to NEVADA's poles, ducts, conduits, and rights-of-way and serving as Applicant's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the SLC shall be given in writing in the manner prescribed in Section 29.2. Notices to be sent to the SLC include, but are not limited to, notices under the following provisions of the Master Agreement.

7.1 Notification of Designation of Primary Point of Contact

7.3.1 Notification of intent to review records

8.XX All Notifications in Article 8

9.XX All Notifications in Article 9

10.4.5 Notification Regarding Make-Ready Work

12.4 Notification of occupation of maintenance duct for short-term use

12.5 Notification of Applicant's maintenance contact

13.1 Notification of planned modifications

14.2.3 Notification of Applicant's desire to add to or modify its existing attachment

15.2.2 Notification of occupation of maintenance duct for short-term emergency use

15.3 Notification of emergency repair coordinators

16.1 Notification that facilities have been brought into compliance

17.2.3 Disclaimer of ownership or responsibility for untagged facilities

17.6 Notification of Applicant's response to ownership of facilities in question

18.1.1 Notice of intent to remove facilities

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APPENDIX VII
NOTICES TO NEVADA

18.1.5 Notice of intent to terminate license

18.6 Notification of completion of removal of facilities

20.1.3 Notification of change of bond

21.17 Notification of claims

23.XX All notifications of insurance coverage in Article 23

24.3 Notification of assignment

25.1 Notification of termination

25.3 Notification of cure of breach

27.4 Notice of elective termination

29.3 Notification of change in notice requirements

2. Other notices. The following notices may be given orally or in writing (including fax) and shall be given to NEVADA's Local Operations Center ("LOC") at 1-800-565-5504 instead of the SLC.

6.5.1 Notifications relating to electrical interference

6.9.4 Notifications of unsafe conditions

6.11.1 Notification of manhole entry

6.13.3 Notification of environmental contaminants

10.2.2 Notification of materials required for self-provisioning of inner duct

15.4 Notification of conditions requiring emergency repair

15.6.1 Notification of performing corrective work on emergency repair. (advanced notice)

15.6.2 Notification of performing corrective work on emergency repair.

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APPENDIX VII
NOTICES TO NEVADA

(no advanced notice)

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

4. Appendix may be made by NEVADA from time to time in accordance with the provisions of Section 29.3 of the Master Agreement.

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APPENDIX VIII
IDENTIFICATION OF STRUCTURE LICENSING COORDINATOR

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

The Structure Licensing Coordinator for Nevada is named below. Notices to the Structure Licensing Coordinator should be addressed as follows:

Name:	Maureen McNamara
Title:	Outside Plant Design Engineer
Firm:	Nevada Bell Telephone Company
Address:	645 E. Plumb Lane, Room C240
City/State/Zip:	Reno, Nevada 89520

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which Nevada Bell Telephone Company (**NEVADA**) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.

1.2 As used herein, **NEVADA** means the above listed ILEC doing business in Nevada.

1.3 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), **NEVADA** and CLEC will negotiate prices.

1.4 For modifications of **NEVADA**'s plant facilities see the BFR process to satisfy the CLEC request.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element, Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process set forth in Appendix UNE of this Agreement may be longer.

2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to “busy” or “don't answer” status.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **NEVADA** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **NEVADA** will round up to the next whole mile before determining the mileage and applying rates.

2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

3.1 Nonrecurring Charges are applicable for all five categories of rates.

3.2 Consistent with 51.307(d), there are non-recurring charges for each unbundled network element on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.

3.3 For Resale, when a CLEC converts an end user currently receiving non-complex service from the **NEVADA** network, without any changes to **NEVADA**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other telecommunications providers to use CLEC's SS7 signaling network.

3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **NEVADA** to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.

3.6 Some items, which must be individually charged, are billed as nonrecurring charges.

3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 Rate Structure for ULS

4.1.1 Inter Switch Originating

4.1.1.1 When any call originates from an ULS Port, CLEC will pay the ULS Interoffice - Originating (ULS-O) rates. ULS-O rate elements include a charge for Setup per Attempt and a charge per Minute of Use (MOU). If the call routes over

NEVADA's network, the CLEC will pay Shared Transport, Fixed and Per Mile.

4.1.2 Inter Switch Terminating

4.1.2.1 When a call terminates to an ULS Port, CLEC will pay ULS Interoffice - Terminating (ULS-T) rates. USL-T rate elements include a charge for Setup per Call and a charge per MOU. In the case of Local Calls originated from a **NEVADA** End User and terminated to a ULS Port, no originating call record exists from which to bill MOU and Setup per Call charges for ULS-T. In these cases, the terminating MOUs and number of Call Setups to the ULS Port will equal the originating MOUs and number of Call Setups from CLEC ULS Ports that are terminated to **NEVADA** End User ports. These ULS-T charges are not applicable on Intra Switch calls.

4.1.3 Intra Switch

4.1.3.1 CLEC will pay only ULS Intraoffice – Originating Setup per Call and per MOU for a call originating from a CLEC ULS line or trunk port that terminates to any other End User service line or any other unbundled line or trunk port which is connected to the same End Office Switch.

4.2 IntraLATA and InterLATA Toll Calls

4.2.1 Originating Toll - IntraLATA and InterLATA Dialing Parity toll calls from CLEC ULS Ports will be routed to the End Users Primary Interexchange Carrier of choice. For intraLATA and interLATA toll calls, originated by **NEVADA** ULS customers and delivered to the IXC at the **NEVADA** access tandem, the CLEC will pay ULS-O, Tandem Switching, and Common Transport. Where an IXC elects to collect this traffic at a **NEVADA** End Office Switch via dedicated trunking, the CLEC will pay ULS-O.

4.2.2 Terminating Toll - For IntraLATA and interLATA toll calls terminated to a **NEVADA** ULS customer and delivered via the **NEVADA** tandem, the CLEC will pay ULS-T, Tandem Switching, and Common Transport. Where an IXC is directly interconnected at the **NEVADA** End Office Switch, the CLEC will pay ULS-T.

4.3 **NEVADA** charges for customized routing are dependent upon switch type and include switching establishment in addition to the customized routing charges to be determined on a project specific basis.

4.4 With ULS, **NEVADA** will provide SS7 signaling for all originating calls in the same manner as **NEVADA** uses SS7 signaling for its own originating calls. rices for SS7 signaling are included in the USL "set-up per call" charge.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. 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.

	Nevada	Recurring		Non-Recurring	
				Initial	Add'l
	UNBUNDLED NETWORK ELEMENTS				
	LOOPS				
	2-Wire Analog				
	-Zone 1	$13.65		$129.55	$94.45
	-Zone 2	$18.25		$129.55	$94.45
	-Zone 3	$34.75		$129.55	$94.45
	5db Conditioning				
	-Zone 1	$1.90		$510.75	$403.15
	-Zone 2	$2.35		$510.75	$403.15
	-Zone 3	$2.65		$603.30	$491.80
	4-Wire Analog				
	-Zone 1	$31.00		$284.50	$192.75
	-Zone 2	$41.00		$284.50	$192.75
	-Zone 3	$74.10		$326.20	$223.75
	2-wire Digital				
	-Zone 1	$16.70		$107.90	$72.35
	-Zone 2	$22.10		$107.90	$72.35
	-Zone 3	$39.05		$120.80	$83.30
	4-wire Digital				
	-Zone 1	$84.95		$1,079.40	$601.65
	-Zone 2	$99.65		$1,079.40	$601.65
	-Zone 3	$122.95		$1,351.70	$753.40
*	DS3 Loop				
	-Zone 1	$690.21		$674.17	$294.78
	-Zone 2	$762.60		$674.17	$294.78
	-Zone 3	$815.95		$674.17	$294.78
	DSL CAPABLE LOOPS				
	2-Wire Digital Loop ISDN/IDSL Zone 1	$16.70		$107.90	$72.35
	2-Wire Digital Loop ISDN/IDSL Zone 2	$22.10		$107.90	$72.35
	2-Wire Digital Loop ISDN/IDSL Zone 3	$39.05		$120.80	$83.30
	2-Wire xDSL Loop Zone 1	$13.65		$129.55	$94.45
	2-Wire xDSL Loop Zone 2	$18.25		$129.55	$94.45
	2-Wire xDSL Loop Zone 3	$34.75		$129.55	$94.45
	4-Wire xDSL Loop Zone 1	$31.00		$284.50	$192.75
	4-Wire xDSL Loop Zone 2	$41.00		$284.50	$192.75
	4-Wire xDSL Loop Zone 3	$74.10		$326.20	$223.75
	SUB LOOPS				
*	2-Wire Analog Distribution Zone 1	ICB		ICB	ICB
*	2-Wire Analog Distribution Zone 2	ICB		ICB	ICB
*	2-Wire Analog Distribution Zone 3	ICB		ICB	ICB
*	2-Wire Digital Distribution ISDN/IDSL Zone 1	ICB		ICB	ICB
*	2-Wire Digital Distribution ISDN/IDSL Zone 2	ICB		ICB	ICB
*	2-Wire Digital Distribution ISDN/IDSL Zone 3	ICB		ICB	ICB
*	4-Wire Analog Distribution xDSL Zone 1	ICB		ICB	ICB
*	4-Wire Analog Distribution xDSL Zone 2	ICB		ICB	ICB
*	4-Wire Analog Distribution xDSL Zone 3	ICB		ICB	ICB
*	4-Wire Digital Distribution ISDN/IDSL Zone 1	ICB		ICB	ICB
*	4-Wire Digital Distribution ISDN/IDSL Zone 2	ICB		ICB	ICB
*	4-Wire Digital Distribution ISDN/IDSL Zone 3	ICB		ICB	ICB
	Loop Qualification Process (Per Loop)				
	-Zone 1	Not Applicable		$71.49	Not Applicable
	-Zone 2	Not Applicable		$71.49	Not Applicable
	-Zone 3	Not Applicable		$71.49	Not Applicable
*	Removal of Repeater Option				
*	-Zone 1	Not Applicable		$100.00	Not Applicable
*	-Zone 2	Not Applicable		$100.00	Not Applicable
*	-Zone 3	Not Applicable		$100.00	Not Applicable
*	Removal Bridged Tap Option				
*	-Zone 1	Not Applicable		$100.00	Not Applicable
*	-Zone 2	Not Applicable		$100.00	Not Applicable
*	-Zone 3	Not Applicable		$100.00	Not Applicable
*	Removal of Load Coil Option				
*	-Zone 1	Not Applicable		$100.00	Not Applicable
*	-Zone 2	Not Applicable		$100.00	Not Applicable
*	-Zone 3	Not Applicable		$100.00	Not Applicable
	Conditioning of loops over 17.5 kft Option	Not Applicable		ICB	Not Applicable
	NETWORK INTERFACE DEVICE (NID)				
	NID Crossconnect	N/A		$101.50	$10.15
	Cross Connects to Collocation Cage				
	Analog 2-wire	$2.10		$130.63	$93.50
	Analog 4-wire	$4.17		$145.32	$104.61
	Digital 2-wire	$2.10		$130.63	$93.50
	Digital 4-wire	TBD		TBD	TBD
	ADSL Shielded Cross connect to Collocation	$2.10		$130.63	$93.50
	2-Wire DSL Non-Shielded Cross Connect to Collocation	TBD		TBD	TBD
	4-Wire DSL Non-Shielded Cross Connect to Collocation	TBD		TBD	TBD
	DSL Cross Connects				
*	DSL Shielded Loop to UNE POA Methods 1 - 3	$2.10		$130.63	$93.50
*	2-Wire DSL Non-Shielded Cross Connect to POA Methods 1 - 3	TBD		TBD	TBD
*	4-Wire DSL Non-Shielded Cross Connect to POA Methods 1 - 3	TBD		TBD	TBD

Nevada		**Recurring**		**Non-Recurring**	
				Initial	**Add'l**
*	DS3 C.O. Cross Connect to Collocation	$20.00		$120.05	$84.86
Sub Loop Cross Connects					
*	2-Wire	ICB		ICB	ICB
*	4-Wire	ICB		ICB	ICB
Cross Connects to Point of Access (POA)					
Analog Loop to POA					
	2-Wire				
	Method 1	TBD		TBD	TBD
	Method 2	TBD		TBD	TBD
	Method 3	TBD		TBD	TBD
	4-Wire				
	Method 1	TBD		TBD	TBD
	Method 2	TBD		TBD	TBD
	Method 3	TBD		TBD	TBD
Digital Loop to Point of Access					
	2-Wire				
	Method 1	TBD		TBD	TBD
	Method 2	TBD		TBD	TBD
	Method 3	TBD		TBD	TBD
	4-Wire				
	Method 1	TBD		TBD	TBD
	Method 2	TBD		TBD	TBD
	Method 3	TBD		TBD	TBD
Switch Ports to Point of Access					
	Analog Line Port				
	Method 1	TBD		TBD	TBD
	Method 2	TBD		TBD	TBD
	Method 3	TBD		TBD	TBD
	ISDN BRI Line Port				
	Method 1	TBD		TBD	TBD
	Method 2	TBD		TBD	TBD
	Method 3	TBD		TBD	TBD
	ISDN PRI Trunk Port				
	Method 1	TBD		TBD	TBD
	Method 2	TBD		TBD	TBD
	Method 3	TBD		TBD	TBD
Unbundled Dedicated Transport to Point of Access					
	DS1				
	Method 1	$21.70		TBD	TBD
	Method 2	$21.70		TBD	TBD
	Method 3	$31.40		TBD	TBD
LOCAL SWITCHING CAPABILITY					
	Ports				
	Analog Line Port				
	-Zone 1 -Metro	$2.80		$27.05	$21.20
	-Zone 2 or 3 - Outstate	$5.70		$27.05	$21.20
	Centrex Port				
	-Zone 1 -Metro	$4.35		$58.30	$36.80
	-Zone 2 or 3 - Outstate	$6.00		$58.30	$36.80
	Centrex System Establishment				
	-Zone 1 -Metro	N/A		$295.05	N/A
	-Zone 2 or 3 - Outstate	N/A		$295.05	N/A
	ISDN BRI Port				
	-Zone 1 -Metro	$23.30		$124.80	$80.40
	-Zone 2 or 3 - Outstate	TBD		TBD	TBD
	Analog DID Trunk Port				
	-Zone 1 -Metro	$9.50		$124.80	$80.40
	-Zone 2 or 3 - Outstate	$17.55		$124.80	$80.40
	ISDN PRI Port				
	-Zone 1 -Metro	$250.15		$124.80	$80.40
	-Zone 2 or 3 - Outstate	TBD		TBD	TBD
	Vertical Features				
	Call Forwarding Variable				
	-Zone 1 -Metro	$0.09		$6.50	$0.65
	-Zone 2 or 3 - Outstate	$0.15		$6.50	$0.65
	DID Number Block (per 100 numbers)				
	-Zone 1 -Metro	$0.00		$70.15	$24.45
	-Zone 2 or 3 - Outstate	$0.01		$74.00	$26.75
	Hunting -Business				
	-Zone 1 -Metro	$0.26		$70.15	$24.45
	-Zone 2 or 3 - Outstate	$0.31		$74.00	$26.75
	Busy Call Forwarding				
	-Zone 1 -Metro	$0.00		$6.50	$0.65
	-Zone 2 or 3 - Outstate	$0.01		$6.50	$0.65
	Delayed Call Forwarding				
	-Zone 1 -Metro	$0.01		$6.50	$0.65
	-Zone 2 or 3 - Outstate	$0.02		$6.50	$0.65
	Call Waiting				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
-Zone 1 -Metro	$0.00		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.01		$6.50	$0.65
Three Way Calling				
-Zone 1 -Metro	$0.06		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.08		$6.50	$0.65
Call Screen				
-Zone 1 -Metro	$0.18		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.47		$6.50	$0.65
Message Waiting Indicator				
-Zone 1 -Metro	$0.08		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.21		$6.50	$0.65
Repeat Dialing				
-Zone 1 -Metro	$0.15		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.34		$6.50	$0.65
Call Return				
-Zone 1 -Metro	$0.41		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.47		$6.50	$0.65
Call Forwarding Busy/Delay				
-Zone 1 -Metro	$0.01		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.02		$6.50	$0.65
Remote Access to Call Forwarding				
-Zone 1 -Metro	$0.22		$6.90	$0.65
-Zone 2 or 3 - Outstate	$0.49		$6.90	$0.65
Intercomm +				
-Zone 1 -Metro	$0.06		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.03		$6.50	$0.65
Speed Calling 8				
-Zone 1 -Metro	$0.19		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.56		$6.50	$0.65
Speed Calling 30				
-Zone 1 -Metro	$0.21		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.59		$6.50	$0.65
Priority Ringing				
-Zone 1 -Metro	$0.14		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.38		$6.50	$0.65
Call Trace				
-Zone 1 -Metro	$1.83		$6.50	$0.65
-Zone 2 or 3 - Outstate	$1.90		$6.50	$0.65
Caller ID				
-Zone 1 -Metro	$0.97		$6.90	$0.65
-Zone 2 or 3 - Outstate	$2.77		$6.90	$0.65
Per Line Blocking				
-Zone 1 -Metro	$0.00		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.01		$6.50	$0.65
Per Call Blocking				
-Zone 1 -Metro	$0.00		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.00		$6.50	$0.65
Blocked Call Rejection				
-Zone 1 -Metro	$1.17		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.67		$6.50	$0.65
Simplified Message Desk Interface (per line)				
-Zone 1 -Metro	$0.10		$6.50	$0.65
-Zone 2 or 3 - Outstate	$0.28		$6.50	$0.65
Basic Switching Functions				
Interoffice - Originating				
Setup per Attempt	$0.003065		N/A	N/A
MOU	$0.002553		N/A	N/A
Interoffice - Terminating				
Setup per Call	$0.003110		N/A	N/A
MOU	$0.002506		N/A	N/A
Intraoffice				
Setup per Call	$0.001469		N/A	N/A
MOU	$0.002757		N/A	N/A
Tandem Switching				
Setup per Call	$0.002658		N/A	N/A
MOU	$0.001261		N/A	N/A
Switching Establishment				
-Statewide	N/A		$17,986.55	N/A
Customized Routing				
-Statewide	ICB		ICB	ICB

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
INTEROFFICE TRANSMISSION				
Common Transport				
Statewide				
Fixed Per MOU	$0.000305		N/A	N/A
Per Mi Per MOU	$0.000019		N/A	N/A
Shared Transport				
Statewide				
Fixed Per MOU	$0.001540		N/A	N/A
Per Mi Per MOU	$0.000118		N/A	N/A
Dedicated Transport				
- Entrance Facilities				
DS-1	$84.95		$1,288.45	$316.90
DS-3	$905.55		$1,288.80	$398.10
- DS1 Interoffice Transport				
Statewide				
Fixed (per termination)	$45.35		$1,418.70	$339.40
Variable (per mile)	$7.20		N/A	N/A
- DS3 Interoffice Transport				
Statewide				
Fixed (per termination)	$785.20		$1,418.70	$431.05
Variable (per mile)	$167.40		N/A	N/A
- Dedicated Transport Cross Connects				
DS1 to Collocation	$8.00		$396.20	$281.65
DS3 to Collocation	$266.95		$396.20	$281.65
MULTIPLEXING				
DS1 / Voice Grade	$260.35		$558.85	$281.65
DS3 / DS1	$375.75		$748.10	$281.65
DCS	TBD		TBD	TBD
NETWORK RECONFIGURATION SERVICE				
DCS Port Charge				
DS-1 to Collocation	ICB		ICB	ICB
DS-3 to Collocation	ICB		ICB	ICB
DCS Establishment Charge	NA		ICB	NA
Database Modification Charge	NA		ICB	NA
Reconfiguration Charge	NA		ICB	NA
SIGNALING SYSTEM 7 (SS7) & DATABASES				
STP Port	$2,249.00		$319.80	$148.35
SS7 Link	$19.00		$319.80	$148.35
Link Mileage	$0.341070		N/A	N/A
SS7Link - Cross Connect	TBD		TBD	TBD
SS7 Signaling				
SS7 Signaling - per call	TBD		TBD	TBD
SS7 Signaling - per octet	TBD		TBD	TBD
Point Code Addition	NA		TBD	NA
Global Title Translation Addition	NA		TBD	NA
800 Database				
per query	$0.005387		N/A	N/A
Svc. Mgmt. Systems for 800/888	TBD		TBD	TBD
LIDB	TBD		TBD	TBD
SERVICE ORDER				
Simple Manual				
New	N/A		$139.80	N/A
Disconnect	N/A		$100.45	N/A
Change	N/A		$117.95	N/A
Record	N/A		$76.45	N/A
Complex Manual				
New	N/A		$251.15	N/A
Disconnect	N/A		$109.20	N/A
Change	N/A		$141.95	N/A
Record	N/A		$109.20	N/A
Electronic Simple	N/A		$ 5.00	N/A
MAINTENANCE OF SERVICE CHARGES				
Basic Time	N/A		TBD	TBD
Overtime	N/A		TBD	TBD
Premium Time	N/A		TBD	TBD
TIME & MATERIAL CHARGES				
Basic Time	N/A		TBD	TBD
Overtime	N/A		TBD	TBD
Premium Time	N/A		TBD	TBD

* **The Parties acknowledge and agree that the rates set forth above are interim rates, subject to true-up as final cost studies become available.**

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
OTHER				
Directory Assistance				
Rate per call	$ 0.40000	NA	NA	
Express Call Completion Rate Per Call	$ 0.43000	NA	NA	
Directory Assistance (nationwide listing service) Rate Per Call	$ 0.82	NA	NA	
Branding - Facility Based				
- Initial Load	NA	$ 500.00	NA	
- Subsequent Load	NA	$ 500.00	NA	
Call Set-up Rate per attempted or completed ECCS call	$ 0.0057	NA	NA	
Lata-Wide Call Completion				
Rate per MOU for each completed ECCS call	$ 0.0120	NA	NA	
Operator Services				
Fully Automated Call Processing				
Rate per completed automated call	$ 0.25	NA	NA	
Operator Assisted Call Processing (Per work second)	$ 0.02440	NA	NA	
Branding - Facility Based				
- Initial Load	NA	$ 500.00	NA	
- Subsequent Load	NA	$ 500.00	NA	
Call Set-up Rate per attempted or completed ECCS call	$ 0.0057	NA	NA	
Lata-Wide Call Completion				
Rate per MOU for each completed ECCS call	$ 0.0120	NA	NA	
Local Exchange Routing Guide (LERG) Per NXX	NA	$110.00	NA	
NXX Migration				
Migration charge/NXX	NA	$10,000.00	NA	
Intercompany Terminating Compensation				
Port Charge (Residence)	$ 1.25	NA	NA	
Port Charge (Business)	$ 1.75	NA	NA	
Slamming investigation fee	NA	$50.00	NA	
Local disconnect Report (LDR)	$ 0.10	NA	NA	
Per WTN				
OTHER RESALE	***Resale Discounts***			
	Recurring	Non recurring		
Universal Lifeline Service				
- Rates and Charges				
- Rate per month for each ULS access line:				
- Individual Line Flat Rate Lifeline Res. Service	10.37%	NA		
- Two-Party Line Flat Rate Lifeline Res. Service	10.37%	NA		
- Individual Line Standard Measured Lifeline Residence Service	10.37%	NA		
- Individual Line Low Use Measured Lifeline Residence Service	10.37%	NA		
- Suburban Primary Station Lifeline Residence Service	10.37%	NA		
- Farmer Line Lifeline Residence Service	10.37%	NA		
Call Restriction				
- Rates and Charges				
- each residence exchange line	10.37%	NA		
- each trunk and business exchange line	13.51%	NA		
900 Call Blocking				
- Rates and Charges				
- Add 900 Call Blocking- Residence				
- Call Blocking				
- Individual Line Flat Rate Residence Service				
- Subsequent Request	NA	10.37%		
- Individual Line Measured Rate Res. Service				
- Subsequent Request	NA	10.37%		
- Add 900 Call Blocking- Business				
- Call Blocking				
- Business Service Flat Rate				
- per line	NA	13.51%		
-Call Blocking				
- Business Service Measured Rate				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- per line	NA	13.51%		
Listing Services				
- Rates and Charges				
- Additional Listings and Lines of Information				
- Listing Type				
- Each business listing	13.51%	NA		
- Any individual residing at a residence, listed				
at the residence, each listing	10.37%	NA		
- Listing of guest of hotel, each listing	13.51%	NA		
- Reference to service of same subscriber,				
each listing	10.37/13.51%	NA		
- Reference to service of another subscriber,				
each listing	10.37/13.51%	NA		
- Other information in addition to a listing,				
each line	10.37/13.51%	NA		
- Non-Published Service				
- Each Service	10.37/13.51%	NA		
RESALE				
Elements for new and additional service,				
move and changes and in place				
connections. (BUSINESS)				
- Service Ordering Charge, per customer request:				
- Connecting new or additional central office line	13.51%	NA		
- Move/chg. svc./equip.,or add new or additional	13.51%	NA		
svc./equip. (other than central office line)				
- Move/chg. svc./equip.or add new or additional	13.51%	NA		
svc./equip. associated with CCS or CC2000 ftrs.				
- Central Office Line Connection Charge, per line:				
- Local Central Office	13.51%	NA		
- Contiguous Foreign Exchg./Foreign Prefix Svc.	13.51%	NA		
- Noncontiguous Foreign Exchange	13.51%	NA		
- Premises Visit Charge- each visit	13.51%	NA		
Elements for new and additional service,				
move and changes and in place				
connections. (RESIDENCE)				
- Service Ordering Charge, per customer request:	10.37%	NA		
- Connecting new or additional central office line	10.37%	NA		
- Move/chg. svc./equip., or add new or additional				
svc./equip. (other than central office line)	10.37%	NA		
- Move/chg. svc./equip., or add new or additional				
svc./equip. associated with CCS or CC2000 ftrs				
- Central Office Line Connection Charge, per line:	10.37%	NA		
- Local Central Office[1]	10.37%	NA		
- Contiguous Foreign Exchg./Foreign Prefix Svc.	10.37%	NA		
- Noncontiguous Foreign Exchange	10.37%	NA		
Other Equipment and Facilities				
- Charges for moving, rearranging, or changing of				
equip., apparatus, or facilities, other than provided				
in this Section, will be an amount equal to the cost of				
labor and material.	0%	NA		
MOVE AND CHANGE CHARGES				
Cust. requested Number Chg. (BUSINESS)				
- First Primary Service Line of each account	NA	13.51%		
- Each Additional Primary Service Line of same				
account on same order	NA	13.51%		
Cust. requested Number Chg. (RESIDENCE)				
- First Primary Service Line of each account	NA	10.37%		
- Each Additional Primary Service LIne of same				
account on same order	NA	10.37%		
SERVICE CONNECTION CHARGES				
New and Additional Complex Business Svc.				
- Primary Service, each line:				
- Local and Extended Area Service				
- TAS trunk line service or Answering line	NA	13.51%		
- Tie line (same premises)	NA	13.51%		
- Custom Data Service, each line	NA	13.51%		
- Foreign Exchange Service, Contiguous, each line				
- TAS trunk line service or Answering lines	NA	13.51%		
- Foreign Exchange Svc., Noncontiguous, each line				
- TAS trunk line service or Answering lines	NA	13.51%		
- Foreign Prefix Svc. in same exchange, each line				
- TAS trunk line service or Answering lines	NA	13.51%		
- Extension Line; PBX, Horizon, ACD and TAS				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
Station Line Service; Secretarial Line Service:				
- Off-premises, in the same bldg. or different bldg.				
on continuous property				
- Extension Line	NA	13.51%		
- PBX, TAS, Horizon, or ACD Line	NA	13.51%		
- Secretarial Line	NA	13.51%		
- Off-premises, on noncontinuous property in the				
same central office serving area, each line				
- Extension Line	NA	13.51%		
- PBX, TAS, ACD, or Horizon line	NA	13.51%		
- Tie line	NA	13.51%		
- Secretarial line, Extension of an individual				
access line or trunk	NA	13.51%		
- Secretarial Line, Extension of a PBX line, ACD				
line or Horizon line	NA	13.51%		
- Off-premises in a different central office serving				
area in the same exchange or contiguous Foreign				
Exchange Area, each line				
- Extension line	NA	13.51%		
- PBX, TAS, ACD, Horizon line or Tie line	NA	13.51%		
- Secretarial line - Extension of an individual				
access line or trunk	NA	13.51%		
- Secretarial line - Extension of a PBX line, ACD				
line or Horizon line	NA	13.51%		
New and Additional Complex Residence Service				
- Primary Service, each line:				
- Local and Extended Area Service				
- Individual access line, Trunk line service	NA	10.37%		
- Custom Data Service, each line	NA	10.37%		
- Foreign Exchange Service, Contiguous, each line				
- Individual access line, Trunk line service	NA	10.37%		
- Foreign Exchange Svc., Noncontiguous, each line				
- Individual access line, Trunk line service	NA	10.37%		
- Foreign Prefix Svc. in same exchange, each line				
- Individual access line, Trunk line service	NA	10.37%		
- Extension Line; PBX Primary Line; Secretarial Line				
Service				
- On and off premises in the same bldg. or different				
bldg. on continuous property, each line				
- Extension line	NA	10.37%		
- PBX line	NA	10.37%		
- Secretarial line	NA	10.37%		
- Off-premises on noncontinuous property in the				
same central office service area, each line				
- Extension line	NA	10.37%		
- PBX line	NA	10.37%		
- Secretarial line	NA	10.37%		
- Off-premises in a different central office serving				
area in the same exchange or contiguous foreign				
exchange area, each line				
- Extension line	NA	10.37%		
- PBX line	NA	10.37%		
- Secretarial line	NA	10.37%		
EXCHANGE SERVICES				
FOREIGN EXCHANGE (FX) SERVICES				
Foreign Exchange Rates and Charges				
- Foreign Exchange Mileage Rate				
- Each one-half mile or fraction thereof-				
- Each individual flat rate PBX business trunk	13.51%	NA		
- Each individual flat rate line primary station-				
Res. and Bus.	10.37/13.51%	NA		
LOCAL EXCHANGE SERVICES				
Measured Rate Service				
- Local Exchange Measured Rate Service				
- Rates and Charges				
- Rate per month for each primary individual line				
service (for all Nevada Bell exchanges unless				
otherwise noted):				
- Individual Measured Res. or Bus. Service	10.37/13.51%	NA		
- Individual Measured Business Service	13.51%	NA		
- Individual Standard Measured Residence Svc.	10.37%	NA		

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- Individual Low Use Measured Residence Svc.	10.37%	NA		
- Usage rate schedule				
- The day rate applies to the following:				
- Initial minute	10.37/13.51%	NA		
- Additional minute	10.37/13.51%	NA		
- The evening rate applies to the following:		NA		
- Initial minute	10.37/13.51%	NA		
- Additional minute	10.37/13.51%	NA		
- The night rate applies to the following:		NA		
- Initial minute	10.37/13.51%	NA		
- Additional minute	10.37/13.51%	NA		
- Switched 56 Data Service				
- Rates and Charges				
- Each SW-56 equipped line or trunk				
- Datapath/TCM - 2-wire local	13.51%	13.51%		
- Datapath Extension (DPX) - 2-wire remote	13.51%	13.51%		
- Office Channel Unit Dataport/Control Mode				
Idle - 4-wire local	13.51%	13.51%		
- Office Channel Unit Dataprot/Control Mode				
Idle - 4-wire remote	13.51%	13.51%		
Flat-Rate Service				
- Local Exchange Flat-Rate Service				
- Rates and Charges				
- Rate per month for each primary individual and				
party line service:				
- Individual Line Flat Rate Business Service	13.51%	NA		
- Individual Line Flat Rate Residence Service	10.37%	NA		
- Individual Line Flat Rate Business Service -				
Without Telephone	13.51%	NA		
- Individual Line Flat Rate Residence Service -				
Without Telephone	10.37%	NA		
- Two-Party Line Flat Rate Business Service	13.51%	NA		
- Two-Party Line Flat Rate Residence Service	10.37%	NA		
- TeenLine				
- Rates and Charges				
- TeenLine	10.37%	NA		
Local Service Options				
- Farmer Line Service				
- Rates and Charges				
- Rate per month for each station				
- Farmer Line Business Service	13.51%	NA		
- Farmer Line Residence Service	10.37%	NA		
- Suburban Service				
- Rates and Charges				
- Each suburban primary station service				
- Suburban service- business	13.51%	NA		
- Suburban service- residence	10.37%	NA		
- Surburban Mileage				
- Reno and Carson City Exchanges				
- All customer's locations within one mile of the base rate area of	NA	NA		
- All additional customer locations	NA	NA		
- All exchanges except Reno and Carson City				
- All the customer's locations within one mile of the				
base rate area of special rate area	NA	NA		
- All additional customer locations	NA	NA		
Interoffice Mileage Rates				
-Mileage rates- per month				
- Mileage between Central Offices of Exchange for				
each individual residence or business service:				
- First One-Quarter Mile or Fraction of Quarter				
Mile	10.37/13.51%	NA		
- Each additional Quarter Mile or Fraction of				
Quarter Mile	10.37/13.51%	NA		

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
PRIVATE BRANCE EXCHANGE TRUNKS				
Private Branch Exchange Trunks				
- Rates per month				
- Mileage between COs of exchange				
- First one-quarter mile or fraction thereof				
- Each PBX trunk line equipped	13.51%	NA		
- Each additional quarter mile or fraction thereof				
- Each PBX trunk line equipped	13.51%	NA		
Measured Rate Trunks				
- Rates and Charges				
- Rates apply to each trunk line equipped				
- 2-wire monthly rate (all applicable exchanges)	13.51%	NA		
- 4-wire monthly rate (all applicable exchanges)	13.51%	NA		
Flat Rate Trunks				
- Rates and Charges				
- 2-wire monthly rate (all applicable exchanges)	13.51%	NA		
- 4-wire monthly rate (all applicable exchanges)	13.51%	NA		
Direct-in-Dialing (DID) to PBX Systems				
- Rates and Charges				
- DID service				
- Group of DID Numbers				
- 20 numbers	13.51%	13.51%		
- 60 numbers	13.51%	NA		
- 100 numbers	13.51%	NA		
- Additional Group of numbers				
- 20 numbers	13.51%	13.51%		
- 60 numbers	13.51%	NA		
- 100 numbers	13.51%	NA		
Two-way Operation to PBX Systems (DID/DOD)				
-Rates and Charges				
- Two-way Operation				
- Group of DID/DOD Numbers				
- 20 numbers	13.51%	13.51%		
- 60 numbers	13.51%	NA		
- 100 numbers	13.51%	NA		
- Additional Group of DID/DOD numbers				
- 20 numbers	13.51%	13.51%		
- 60 numbers	13.51%	NA		
- 100 numbers	13.51%	NA		
PREMIUM EXCHANGE SERVICES				
Extension Service				
Remote Call Forwarding				
- Rates and Charges				
- The following rates are for Remote Call				
Forwarding Service and are in addition to				
Charges and Rates for equipment with which it				
is used.				
- First access path				
- Intrastate Inter-Service Area flat rate bus.	13.51%	NA		
- Interstate flat rate business	13.51%	NA		
- Intrastate Inter-Service Area flat rate res.	10.37%	NA		
- Interstate flat rate residence	10.37%	NA		
- Intra-Service Area flat rate business	13.51%	NA		
- Intra-Service Area flat rate residence	10.37%	NA		
- Additional access path		NA		
- each, Local	10.37/13.51%	NA		
- each, Toll	10.37/13.51%	NA		
Premiere Communications Service				
- Rates and Charges - Premiere 6				
- The rates and charges following are for Premiere				
6 only and are in addition to the applicable service				
connection charges, monthly rates and non-				
recurring charges for equipment with which they				
are associated.				
- Basic Features, Premiere 6				
- Each line	10.37/13.51%	NA		
- Optional Line Features				
- Premiere 6 Call Waiting- each line	10.37/13.51%	NA		
- Premiere 6 Call Forwarding- each line	10.37/13.51%	NA		
- Premiere 6 Alternate Answering- each line	10.37/13.51%	NA		
- Optional Group Features				
- Premiere 6 Convenience Dialing-				
each Premiere 6 group	10.37/13.51%	NA		

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- Premiere 6 Distinctive Ringing-	10.37/13.51%	NA		
each Premiere 6 group	10.37/13.51%	NA		
- Premiere 6 Outward WATS Access-				
each Premiere 6 group	13.51%	NA		
- Premiere 6 800 Service Access-				
each Premiere 6 group	13.51%	NA		
- Service Charges				
- Establishment of Service				
- Same time as associated access line(s)				
- Subsequent to establishing associated line	NA	10.37/13.51%		
- Service Charges below are applicable to the				
following changes in an established Premiere				
group. These rates and USOCs apply to both				
Business and Residence, except 800 Service.				
- Addition of optional feature(s) to an existing				
Premiere group- each group	NA	10.37/13.51%		
- Changes to the customer specified para-				
meters associated with Premiere Alternate				
Answering- each line	NA	10.37/13.51%		
-Changes requested by the customer in the				
intercom designation code associated with				
Premiere Intercom- each line	NA	10.37/13.51%		
- Add a line to a Premiere group- each line	NA	10.37/13.51%		
- Change or remove a line from a Premiere				
group- each line	NA	10.37/13.51%		
- Change from Premiere 6 to Premiere 20-				
each line	NA	10.37/13.51%		
- Install Outward WATS/800 Service Access,				
each System	NA	13.51%		
- Measured Service				
- Rates and Charges - Premiere 20				
- The rates and charges following are for Premiere				
20 only and are in addition to the applicable				
service connection charges and monthly rates				
for the access line with which they are				
associated.				
- Basic Features, Premiere 20- each line	10.37/13.51%	NA		
- Optional Line Features				
- Premiere 20 Call Waiting- each line	10.37/13.51%	NA		
- Premiere 20 Call Forwarding- each line	10.37/13.51%	NA		
- Premiere 20 Alternate Answering- each line	10.37/13.51%	NA		
- Premiere 20 Convenience Dialing- each line	10.37/13.51%	NA		
- Optional Group Features				
- Premiere 20 Distinctive Ringing- each group	10.37/13.51%	NA		
- Premiere 20 Outward WATS/800 Access-				
- WATS Access				
- each access code	13.51%	NA		
- 800 Service Access				
- each 800 Service Line	13.51%	NA		
- Premiere 20 Additional Call Pickup Group				
- each additional group	10.37/13.51%	NA		
Hunting Service				
- Rates and Charges[1,2,3]				
- Hunting Service, each line in a hunt group				
- Series Complete	13.51%	NA		
- Circular	13.51%	NA		
- Preferential	13.51%	NA		
- Uniform Call Distribution	13.51%	NA		
Direct Connect				
- Rates and Charges				
- each line	10.37/13.51%	10.37/13.51%		
Confinement Services Offered by Nevada Bell				
- Rates and Charges				
- Rate Periods and Rate Discounts				
- Mileage and Corresponding Rates for Initial				
Minute and each Additional Minute.				
- Rate Mileage				
- 0-10 Initial Minute	13.51%	NA		
- 11-22 Initial Minute	13.51%	NA		
- 23-55 Initial Minute	13.51%	NA		
- 56-124 Initial Minute	13.51%	NA		
- 125-Plus Initial Minute	13.51%	NA		
- Operator Assisted Messages				
- Operator Assisted Station	13.51%	NA		
- Operator Assisted Person	13.51%	NA		
- Station Service and Person Service				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
JOINT USER SERVICE				
- Regulations				
- the following rates apply in addition to the rates				
and charges for the facilities and all other				
service provided.				
- joint user service is not furnished in connection				
with residence telephone service or farmer line				
service.				
- Rates and Charges				
- Rate per month for each joint user service:				
- Individual Party or Answering Line Service				
- all exchanges	13.51%	NA		
- PBX or Cord-Operated Answering Service				
- all exchanges	13.51%	NA		
DIRECTORY SERVICES				
Local Directory Assistance Service				
-Rates and Charges				
- Direct dialed calls to Directory Assistance				
- Each call exceeding the Call Allowance	10.37/13.51%	NA		
- Operator Assisted Calls to Directory Assistance				
- Each operator assisted call exceeding the				
allowance (from Direct Dial Access stations)	10.37/13.51%	NA		
- Each operator assisted call exceeding the				
allowance (from Non-Direct Dial Access stations)	10.37/13.51%	NA		
OPERATOR SERVICES				
Local Operator Verification/ Interrupt Service				
- Rates and Charges				
- Verification	10.37/13.51%	NA		
- Combination of a verification and interruption of a				
conversation	10.37/13.51%	NA		
Operator Assisted Local Calls				
- Dial Station Message Toll Charges for the lowest				
rate step (0-10 miles), plus the appropriate Operator				
Service Charge, as set forth in Tariff A.6, apply to				
local calls placed with the assistance of a Utility				
operator.				
MESSAGE TELECOMMUNICATION SERVICE				
STANDARD SERVICE OFFERINGS				
Two-Point Message Telecommunication Service				
- Rates and Charges - Message Toll Rate - Reno LATA				
- Rate Periods and Rate Discounts				
- Monday thru Friday				
- day rate (8:00 am to 5:00 pm) = 0% discount.				
- evening rate (5:00 pm to 11:00 pm)= 25% disc.				
- night rate (11:00 pm to 8:00 am) = 50% discount.				
- Saturday, night rate, all hours = 50% discount.				
- Sunday[2]				
- night rate (8:00 am to 5:00pm) = 50% discount.				
- evening rate (5:00 pm to 11:00 pm) = 25% disc.				
- night rate (11:00 pm to 8:00 am) = 50% discount.				
- Mileage and Corresponding Rates for Different				
Classes of Service - Day Rate Period				
- Residence - Dial Station-to-Station				
- Rate Mileage				
- 0-10				
- initial minute	10.37%	NA		
- each additional minute	10.37%	NA		
- 11-22				
- initial minute	10.37%	NA		
- each additional minute	10.37%	NA		
- 23-55				
- initial minute	10.37%	NA		
- each additional minute	10.37%	NA		
- 56-124				
- initial minute	10.37%	NA		
- each additional minute	10.37%	NA		

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- 125-plus				
- initial minute	10.37%	NA		
- each additional minute	10.37%	NA		
-Business and assisted types of calls				
- Rate Mileage				
- 0-10				
- initial minute	13.51%	NA		
- each additional minute	13.51%	NA		
- 11-22				
- initial minute	13.51%	NA		
- each additional minute	13.51%	NA		
- 23-55				
- initial minute	13.51%	NA		
- each additional minute	13.51%	NA		
- 56-124				
- initial minute	13.51%	NA		
- each additional minute	13.51%	NA		
- 125-plus				
- initial minute	13.51%	NA		
- each additional minute	13.51%	NA		
- Operator Assisted Messages				
- In addition to the Dial Station-to-Station Rate, the				
following service charges are applicable as outlined				
in Regulations section A6.2.1.B.6.				
- Customer Dialed Calling Card	10.37/13.51%	NA		
- Operator Assisted Calling Card	10.37/13.51%	NA		
- Operator Assisted Station	10.37/13.51%	NA		
- Operator Assisted Person	10.37/13.51%	NA		
- Coin Station Service and Coin Person Service				
- The charge for a call paid for by coin deposit in a				
public coin telephone is the sum of the				
Business two-point message rates, operator				
assisted service charge and federal tax, rounded to the nearer multiple of $.05.				
Toll Stations				
- Rates and Charges				
- Individual Access Lines and Primary Station Service				
- Individual access line	10.37/13.51%	NA		
- Extension Station Service Line				
- Where located off the premises on which the				
primary service point is located.				
- Installation charge	NA	0%		
- Monthly rate				
Message Toll Telephone Service				
- See this tariff for a complete list of rate centers and				
Central Offices in the State of Nevada, together with				
V-H coordinates for use in determining air-line mileages				
for message toll telephone service and measured				
exchange service.				
Toll Service - Station Service				
- Rates				
- Each business or residence toll service-station,				
per year	10.37/13.51%	NA		
- Interconnection of two toll service-station lines				
terminating at same toll station or toll switchboard,				
each message	10.37/13.51%	NA		
- Messages between toll service-stations and the toll				
station or toll switchboard to which they are				
connected, each message	10.37/13.51%	NA		
OPTIONAL CALLING PLANS				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
Dial One Metro				
- Rates and Charges				
- Dial One Metro - Residence				
- From EAD 1 to EADs 2, 3, 4, per billing account	10.37%			
- Non-recurring[1]		10.37%		
- From EAD 2 to EADs 1, 3, 4, per billing account	10.37%			
- Non-recurring[1]		10.37%		
- From EAD 3 to EADs 1, 2, 4, per billing account	10.37%			
- Non-recurring[1]		10.37%		
- From EAD 4 to EADs 1, 2, 3, per billing account	10.37%			
- Non-recurring[1]		10.37%		
- Dial One Metro - Business				
- From EAD 1 to EADs 2, 3, 4, per billing account	13.51%	NA		
- Non-recurring[1]		13.51%		
- From EAD 2 to EADs 1, 3, 4, per billing account	13.51%			
- Non-recurring[1]		13.51%		
- From EAD 3 to EADs 1, 2, 4, per billing account	13.51%			
- Non-recurring[1]		13.51%		
- From EAD 4 to EADs 1, 2, 3, per billing account	13.51%			
- Non-recurring[1]	NA	13.51%		
- Dial One Metro or Equivalent[2]				
- From Rural Telephone Company prefix 969 to				
EAD 7	10.37/13.51%	10.37/13.51%		
WIDE AREA TELECOMMUNICATION SVC. (WATS)				
OUTWARD WATS AND 800 SERVICE				
Outward WATS and 800 Service				
- Charges and Rates				
- Installation Charge				
- an access line will be furnished at the service				
connection charges or multi-element service				
charges equivalent to that of a business individual				
access line as shown in NE A3.				
- Extension Station Lines				
- Extension station lines are charged for at the rates				
specified for in Private Line Service in Tariff				
PL B3.				
- Move and Change Charge				
- Move or change an outward statewide access line	NA	13.51%		
- Move or change an outward intraLATA access line	NA	13.51%		
- Move or change an 800 access line	NA	13.51%		
Outward WATS				
- Rates and Charges				
- Access Rates				
- Statewide (Band 8)				
- Access line, each[1]	13.51%	NA		
- IntraLATA only (Band 9), within the customer's				
serving LATA				
- Access line, each	13.51%	NA		
- InterLATA only (Band 11), outside the customer's				
serving LATA				
- Access line, each	13.51%	NA		
- Monthly Usage Rates				
- Average Hours of Use per Line - Outward WATS				
- 0 - 15	13.51%	NA		
- 15.1 - 40	13.51%	NA		
- 40.1 - 80	13.51%	NA		
- over 80	13.51%	NA		
800 Service				
- Rates and Charges				
- Access Rates - Statewide				
- Access Line, each	13.51%	NA		
- Monthly Usage Rates - Statewide				
- Hours of Usage				
- Business Day, Monday thru Friday, 9a.m. to 9p.m.	13.51%	NA		
- Off Peak, All Other Hours	13.51%	NA		

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
CENTRAL OFFICE SERVICES				
TELEPHONE ANSWERING SERVICE				
Secretarial Answering Service				
- Rates and Charges				
- Each secretarial extension line, extension of a trunk line, PBX or CENTREX cord-operated equipment or key equipment.				
- Charge as appropriate for an extension line, PBX or CENTREX extension line plus the following mileage:				
- 1/4 to 3/4 miles, flat rate				
- each extension line	13.51%	NA		
- 4/4 to 7/4 miles, flat rate				
- each extension line	13.51%	NA		
- over 7/4 miles, flat rate				
- each extension line	13.51%	NA		
MISCELLANEOUS SERVICE OFFERINGS				
MILEAGE CHARGES				
Extension Lines				
- Rates and Charges				
- Apply to each extension, PBX, order receiving equipment and key equipment station line.				
- No mileage charge applies where the terminals are in different buildings on continuous property where the remote building is within 300 feet from the primary station or PBX switchboard. (A10.2.1.B.7)				
- Terminals are in different buildings on continuous property and located beyond 300 feet from the primary station. (See A10.2.1.B.7)				
- Each one-quarter mile or fraction thereof-				
- Each extension station	10.37/13.51%	NA		
- Each PBX station	13.51%	NA		
- Terminals are on noncontinuous property within the same exchange. (See A10.2.1.B.8 & A10.2.1.B.9)				
- Each extension station line or key equipment station line, per local loop (1 required per line)	10.37/13.51%	NA		
- Each private branch exchange station line or order receiving equipment line, per local loop (2 required per line)	13.51%	NA		
- Terminals are on nocontinuous property between contiguous exchanges. (See A10.2.1.B.8 & B.9)				
- First one-quarter mile or fraction thereof-				
- Each PBX station	13.51%	NA		
- Each extension station	10.37/13.51%	NA		
- Each additional one-quarter mile or fraction there-of-				
- Each PBX station	13.51%	NA		
- Each extension station	10.37/13.51%	NA		
- Where all of the following conditions prevail, cable charges based on estimated cost may be applied in lieu of mileage charges:				
- for one customer;				
- served by dedicated cable between premises of same customer on noncontinuous property;				
- minimum cable capacity of 100 pairs and less than on airline mile in length.				
- Each dedicated cable				
- basic termination charge	NA	0%		
- rate per month	0%	NA		
- Service Area Transmission Equipment				
- installation charge	NA	0%		
- rate per month	0%	NA		
- expense incurred by the Utility to meet transmission and/or signaling requirments.				
Tie Line Service				
- Rates and Charges				
- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Different Central Office, Each Loop (2 required)	13.51%	NA		
- Each Tie Line between PBX or Intercommunicating				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
Systems on Different Premises, Same Central Office,				
Each Loop (2 required)	13.51%	NA		
MISCELLANEOUS SWITCHING ARRANGEMENTS				
Arrangements for Night, Sunday, and Holidays				
- Rates and Charges				
- Termination in Central Office, With Night Listing for				
Private Branch Exchange System:				
- each terminal	13.51%	NA		
Multiple Line Control Arrangements				
- Rates and Charges				
- First 6 Lines of a Group	13.51%	13.51%		
- Each Additional Line of Same Group	13.51%	13.51%		
TOLL RESTRICTION SERVICES				
Toll Diversion				
- Rates and Charges				
- Changes in Telephone Prefixes and Codes:				
Each change in diverting equipment arrangement				
or call control equipment to divert or not divert calls				
to one or more telephone prefixes or codes:				
- For each Group of Trunks having the same				
diverting arrangement	NA	13.51%		
- Access Code Diverting Service:				
- Each central office arrangement of a trunk of a dial				
PBX system to divert access code "0" or "1"	13.51%	13.51%		
DISCRETIONARY EXCHANGE SERVICES				
CUSTOM CALLING 2000				
- Rates and Charges				
- Feature Rates				
- Call Management Features				
- Call Trace, residence				
- initial charge				
- each occurrence	10.37%	NA		
- Call Trace, business				
- initial charge				
- each occurrence	13.51%	NA		
- Caller ID, residence				
- per line	10.37%	NA		
- Caller ID, business				
- per line	13.51%	NA		
- Call Return, residence				
- per line	10.37%	NA		
- Call Return, business				
- per line	13.51%	NA		
- Repeat Dialing, residence				
- per line	10.37%	NA		
- Repeat Dialing, business				
- per line	13.51%	NA		
- Privacy Features				
- Per Call Blocking, residence				
- per line	NA	NA		
- Per Call Blocking, business				
- per line	NA	NA		
- Per Line Blocking, residence				
- per line	NA	NA		
- Blocked Call Rejection, residence				
- per line	10.37%	NA		
- Blocked Call Rejection, business				
- per line	13.51%	NA		
- Screen List Editing Features				
- Call Screen, residence				
- per line	10.37%	NA		
- Call Screen, business				
- per line	13.51%	NA		
- Priority Ringing, residence				
- per line	10.37%	NA		
- Priority Ringing, business				
- per line	13.51%	NA		

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- Select Call Forwarding, residence				
- per line	10.37%	NA		
- Select Call Forwarding, business				
- per line	13.51%	NA		
- Multi-feature discounts				
- Multi-feature discount rates will apply when				
ordering the following CC2000 features:				
- Caller ID, Call Screen, Call Return, Repeat				
Dialing, Priority Ringing, Select Call Forwarding,				
and Blocked Call Rejection.				
- Multi-feature discounts apply to both Residence and				
Business features.				
- One feature, current discount is 0%				
- Two or more features, current discount is 25%				
EXPRESS CALL COMPLETION SERVICE (ECCS)				
- Rates and Charges				
- Per affirmative activation, per call	10.37/13.51%	NA		
PRIMARY RATE ISDN (PRI)				
- Rates and Charges				
- Primary Rate Interface[1,2]				
- 23B+Primary D interface, Each				
- Month-to-Month	13.51%	13.51%		
- 3 - year	13.51%	13.51%		
- 5 - year	13.51%	13.51%		
- Additional interfaces				
- 24B interface, Each				
- Month-to-Month	13.51%	13.51%		
- 3 - year	13.51%	13.51%		
- 5 - year	13.51%	13.51%		
- 23B+Back-up D interface, Each				
- Month-to-Month	13.51%	13.51%		
- 3 - year	13.51%	13.51%		
- 5 - year	13.51%	13.51%		
- Optional Features[1]				
- Alternate Route, each route	13.51%	13.51%		
- PRI - NET, each PRI interface and Centrex	13.51%	13.51%		
- Non-PRI Foreign Exchange/Foreign Prefix				
Connection, each path/each telephone number	13.51%	13.51%		
- PRI Subgroup, each subgroup	13.51%	13.51%		
- Private Facility Connection, each facility group/				
trunk group connected	13.51%	13.51%		
- User to User Information, each PRI interface	13.51%	13.51%		
- Change Charges				
- PRI Miscellaneous Change Charge				
- Each affected PRI serving arrangement	NA	13.51%		
OPTIONAL DISCOUNT TOLL CALLING PLANS				
- Rates and Charges				
- Comstock Plan - Residence				
- Monthly Toll Usage Revenues				
- $0 - $49.99				
- per minute rate is not changed				
- $50.00 and above, per minute rate				
- per minute rate	10.37%	NA		
- Bonanza Plan - Business				
- Monthly Toll Usage Revenues				
- $0 - $14.99				
- per minute rate is not changed				
- $15.00 - $49.99				
- per minute rate	13.51%	NA		
- $50.00 - $249.99				
- per minute rate	13.51%	NA		
- $250.00 and above				
- per minute rate	13.51%	NA		
- Optional Term Discounts - Business				
- 1- Year Term= Additional 5%	13.51%	NA		
- 2- Year Term= Additional 10%	13.51%	NA		
- 3- Year Term= Additional 15%	13.51%	NA		
PRIVATE LINE SERVICES				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
CHANNELS				
Charges.				
- Channel Termination for Telephone Sets:				
- Each move or change of a channel termination	NA	13.51%		
- Channels for remote metering, Supervisory Control and				
Miscellaneous Signaling Purposes.				
- Each change in location of a termination of a channel				
made on same premises at the customer's request	NA	13.51%		
- Change of Channel Termination where Customer-				
Owned Teletypewriter of Morse Station Eq. is used.				
- Each termination moved or changed on the same				
premises at the customer's request	NA	13.51%		
- Channels for One-Way Program Transmission				
Networks in Connection with Loudspeakers.				
- Station channel	NA	13.51%		
- Station channel extension	NA	13.51%		
- Channels for Data Transmission (Schedules 0, 1, 2, 3,				
3A, 4) and Teletypewriter Channels.				
- Each termination of a channel moved or changed on				
the same premises at the customer's request	NA	13.51%		
- Moves to different premises.				
- A change of location from one premise to another will				
not be treated as a move but as a disconnect and a				
new install.				
CLASSIFICATION AND RATES				
Series 1000 Channels				
- Private Line Service and Channels for Remote Metering,				
Supervisory Control, and Miscellaneous Signaling				
- Charges and Rates				
- Local or Interexchange Private Line Channels				
- Channel between first 2 terminations on different				
premises on the same continuous property:				
- Types 1001 and 1009C:				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Types 1002 and 1005:		NA		
- Half Duplex	13.51%			
- Full Duplex	13.51%	NA		
- Type 1006				
- Half duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- CPE Termination				
- Each	NA	13.51%		
- Channel between first terminations on different				
premises on noncontinuous property:				
- Local Loop for Each First Termination				
- Types 1001 and 1009C:				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Types 1002 and 1005:				
- Half Duples	13.51%	NA		
- Full Duplex	13.51%	NA		
- Type 1006:				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each first termination on premises				
- CPE Termination				
- Each	NA	13.51%		
- Additional termination of the same Channel on				
different premises on the same continuous				
property as the first termination:				
- Types 1001 and 1009C: [1]				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Types 1002, 1005, and 1006:				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- CPE Termination				
- Each	NA	13.51%		
- Parallel Drop - up to 30 Bauds				
- Local Channel:, Each	13.51%	13.51%		
- Type 1009C Channels [2]				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- Each Serving Central Office Termination of an Outlying CPE Station (Alarmed Location)	13.51%	13.51%		
- A change in termination from 1 Channel to another at the customer's request will be treated as a new installation.				
- Station Arrangement - 150 Baud				
- The rate applies to each first termination.				
- Station Arrangement, Each	13.51%	NA		
- Channels between Exchanges (Interexchange Channels)				
- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
- Half or Full Duplex:				
- Channel Terminal, Each	13.51%	NA		
- Interexchange channel mileage for each 2-point or 2-point section of a Multipoint Channel, per airline mile, per month:				
- Type 1001 and 1009C:				
- First 40 miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Next 210 miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each Additional Mile				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Type 1002, 1005, and 1006:				
- First 40 miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Next 210 miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each Additional Mile				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each interexchange channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of same channel on different premises on the same continuous property as first termination, also applies.				
- Battery				
- Battery Supply Other Than Dry Cells:				
- Each A.C. or D.C. Battery Tap	13.51%	NA		
- Private Line Teletypewriter Service and Channels				
- Rates and Charges				
- Local or Interexchange Private Line Teletypewriter Channels				
- Channel between first 2 terminations on different premises on the same continuous property:				
- 60, 75, 100 Speed				
- Channel:				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- 150 Baud				
- Channel:				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- CPE Termination				
- Each	NA	13.51%		
- Channel between first terminations on different premises on noncontinuous property:				
- Local Loop for termination on a premises				
- 60, 75, 100 Speed				
- Channel:				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- CPE Termination				
- Each	NA	13.51%		
- 150 Baud				
- Channel:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- CPE Termination				
- Each	NA	13.51%		
- Additional termination of the same Channel on				
different premises on the same continuous				
property as the first termination:				
- 60, 75, and 100 Speed and 150 Baud				
- Channel:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination				
- Each	NA	13.51%		
- Channels between Exchanges				
- Terminating a 2-point Channel or 2-point section				
of a Multipoint Channel in a Central Office:				
- Channel Terminal:				
- Each	13.51%	NA		
- Interexchange Channel Mileage for each 2-point				
Channel or 2 Point Section of a Multipoint Channel				
per Airline Mile				
- 0-40 Miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Next 210 Miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each Additional Mile				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each Channel or service also requires a Local				
Loop for each station location on noncontinuous				
property. In addition, Channel between first				
termination on different premises on the same				
continuous property , and additional termination				
on different premises on the same continuous				
property, also apply if applicable.				
- Station Arrangement - 150 Baud Service				
- The charge applies:				
- once to a Channel entirely on the same				
premises				
- to each first termination on different premises				
- Station Arrangement, Each	13.51%	NA		
-Channels for Data Transmission				
- Charges and Rates				
- Local or Interexchange Private Line Channels				
- Channel between first 2 terminations on different				
premises on the same continuous property:				
- Schedule O				
- Type 1001:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Schedule 1, 2, and 3				
- Types 1002 and 1005:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Schedule 3A				
- Types 1006 and 1009C:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Channel between first terminations on different				
premises on noncontinuous property:				
- Local Loop for each first termination on a				
premise.				
- Schedule O				
- Type 1001:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination				
- Each	NA	13.51%		
- Schedule 1, 2, and 3				
- Types 1002 and 1005:				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination				
- Each	NA	13.51%		
- Schedule 3A				
- Types 1006 and 1009C:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination				
- Each	NA	13.51%		
- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
- Schedule O				
- Type 1001:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Schedule 1, 2, 3, and 3A				
- Types 1002, 1005, 1006 and 1009C:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Channels between Exchanges (Interexchange Channels):				
- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
- Half or Full Duplex:				
- Channel Terminal, Each	13.51%	NA		
- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
- Schedule O:				
- 0-40 Miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Next 210 Miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each Additional Mile				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Schedule 1, 2, 3, and 3A:				
- 0-40 Miles				
- Half Duplex	13.51%			
- Full Duplex	13.51%			
- Next 210 Miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each Additional Mile				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each channel also requires a local loop for each station location on noncontinuous property. In addition, Channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply, if applicable.				
Series 2000 Channels				
- Private Line Telephone Service and Channels				
- Charges and Rates				
- Local or Interexchange Private Line Telephone Service and Channels				
- Channel between the first 2 terminations on different premises on the same continuous property:				
- Half Duplex:				
- Type 2001, Each	13.51%	NA		
- Type 2002, Each	13.51%	NA		
- Full Duplex:				
- Type 2001, Each	13.51%	NA		
- Type 2002, Each	13.51%	NA		

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- CPE Termination:				
- Each	NA	13.51%		
- Channel between first terminations on different				
permises on noncontinuous property				
- Half Duplex:				
- Type 2001, Each	13.51%	NA		
- Type 2002, Each	13.51%	NA		
- Full Duplex:				
- Type 2001, Each	13.51%	NA		
- Type 2002, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Additional termination of the same Channel on				
different premises on the same continuous				
property as the first termination				
- Half Duplex:				
- Type 2001, Each	13.51%	NA		
- Type 2002, Each	13.51%	NA		
- Full Duplex:				
- Type 2001, Each	13.51%	NA		
- Type 2002, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Signaling (if required)				
- Per Local Loop or Channel	13.51%	NA		
- Channels between Exchanges (Interexchange				
Channels):				
- Each Channel Terminal for terminating a 2-point				
Channel or 2-point section of a Multipoint Channel				
in a Central Office				
- Channel Terminal:				
- Each	13.51%	NA		
- Interexchange Channel mileage for each 2-point				
Channel or 2-point section of a Multipoint Channel,				
per airline mile, per month				
- First 40 Miles:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- Next 210 Miles:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- Each Additional Mile:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- Each Channel or service also requires a Local				
Loop for each station location on noncontinuous				
property. In addition, a Channel between first				
terminations on different premises on the same				
continuous property, and additional termination				
of the same Channel on different premises on the				
same continuous property also apply, if				
applicable.				
- Where a switching arrangement is provided, each				
station or termination on an Interexchange Service				
or Channel at the switching point requires a Local				
Loop and Channel terminal for each of the Inter-				
exchange Private Lines to which it is connected				
and which can be operated as a separate private				
line.				
- Switching Arrangements (See Regulation 1.(1))				
- A charge applies at the switching point for each				
Local or Interexchange Private Line arranged for				
Switching.				
- Switching Arrangement:				
- Local Service or Channel:				
- Each	13.51%	NA		
- Interexchange Service or Channel:				
- Each	13.51%	NA		
- Private Line Services and Channels for Data Trans-				
mission				
- Charges and Rates				
- Local or Interexchange Private Line Channels				
- Channel between first 2 terminations on different				
premises on the same continuous property				
- Types 2001, 2002, and 2006:				
- Half Duplex, Each	13.51%	NA		

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Channel between first terminations on different				
premises on noncontinuous property				
- Local Loop for each first termination on a				
premise				
- Types 2001, 2002, and 2006:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Additional termination of the same Channel on				
different premises on the same continuous				
property as the first termination				
- Types 2001, 2002, and 2006:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Channels between Exchanges (Interexchange				
Channels)				
- Each channel terminal for terminating a 2-point				
Channel or 2-point section of a Multipoint Channel,				
in a Central Office				
- Half or Full Duplex:				
- Channel Terminal, Each	13.51%	NA		
- Interexchange Channel mileage for each 2-point				
Channel or 2-point section of a Multipoint Channel,				
per airline mile, per month				
- Schedule 3A:				
- 0-40 Miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Next 210 Miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each Additional Mile				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each channel also requires a local loop for each				
station location on noncontinuous property.				
In addition, Channel between first terminations on different premises on the same continuous				
property, and additional termination of the				
same Channel on different premises on the same continuous property, also apply, if applicable.				
Series 3000 Channels				
- Channels for Remote Metering, Supervisory Control and				
Miscellaneous Signaling Purposes				
- Charges and Rates				
- Local or Interexchange Private Line Channels-				
Type 3001				
- Channel between first 2 terminations on different				
premises on the same continuous property				
- Type 3001:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Channel between first terminations on different				
premises on noncontinuous property				
- Local Loop for Each First Termination				
- Type 3001:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Additional termination of the same Channel on				
different premises on the same continuous				
property as the first termination				
- Type 3001:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Channels between Exchanges (Interexchange				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
Channels)				
- Each channel terminal for terminating a 2-point				
or 2-point section of a Multipoint Channel in a				
Central Office				
- Half Duplex:				
- Channel Terminal, Each	13.51%	NA		
- Interexchange Channel mileage for each 2-point				
Channel or 2-point section of a Multipoint Channel,				
per airline mile, per month				
- First 40 miles				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- Next 210 Miles				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- Each Additional Mile				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- Each Interexchange Channel also requires a				
Local Loop for each station location on non-				
continuous property. If applicable, additional				
termination of the same Channel on different				
premises on the same continuous property				
as the first termination, also applies.				
- Station Arrangement - 150 Bauds				
- This charge applies:				
- once to a Channel entirely on same premises				
- to each first termination on different premises				
- Station Arrangement, Each	13.51%	NA		
- Channel conditioning arrangements may be				
provided for Type 3001 Channels with the rates				
and provisions of Tariff PL B3.3.1.				
- Signaling for Type 3001 Channesl (if required)				
- Per Local Loop or Channel Arranged	13.51%	NA		
- A change in termination from 1 channel to another				
at the customer's request will be treated as a				
new installation.				
- Channels for Data Transmission				
- Charges and Rates				
- Local or Interexchange Private Line Channels-				
Schedules 3A and 4				
- Channel between first 2 terminations on different				
premises on the same continuous property				
- Type 3001:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Type 3002:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Channel between first terminations on different				
premises on noncontinuous property				
- Local Loop for each first termination on a				
premises				
- Type 3001:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Type 3002:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Additional termination of the same Channel on				
different premises on the same continuous				
property as the first termination				
- Type 3001:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Type 3002:				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- CPE Termination:				
- Each	NA	13.51%		
- Bulk Pricing (for large volumes of Type 3002)				
(See NOTE 4 for nonrecurring charge information)				
- Channel between first terminations on different				
premises on noncontinuous property				
- Local Loop for each first termination on a				
premises				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- Channel Terminal, Bulk Pricing:				
- Half Duplex, Each	13.51%	NA		
- Full Duplex, Each	13.51%	NA		
- Interoffice Channel Mileage Bulk Pricing for				
each two-point channel or two-point section				
of a multi-point channel, -per airline mile, per				
month	13.51%	NA		
- Charge to meet Bulk Pricing "minimum" channel				
service charge requirement				
- per channel	13.51%	NA		
- Channels between Exchanges (Interexchange				
Channels)				
- Each Channel terminal for terminating a 2-point				
Channel or 2-point section of a Multipoint Channel				
in a Central Office				
- Channel Terminal, Each	13.51%	NA		
- Interexchange channel mileage for each 2-point				
Channel or 2-point section of a Multipoint Channel				
per airline mile, per month				
- Schedule 3A:				
- 0-40 Miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Next 210 Miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each Additional Mile				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Schedule 4:				
- 0-40 Miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Next 210 Miles				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each Additional Mile				
- Half Duplex	13.51%	NA		
- Full Duplex	13.51%	NA		
- Each channel also requires a local loop for each				
station location on noncontinuous property.				
In addition, channel between first terminations on				
different premises on the same continuous				
property, and additional termination on different				
premises on the same continuous property also				
apply, if applicable.				
- Signaling for Schedule 4 Channels (if required)				
- Local Loop or Channel:				
- Arranged for Signaling	13.51%	NA		
- Station Arrangements - Schedule 3A				
- The rate applies:				
- once to a Channel entirely on same premises				
- to each first termination on different premises				
- Station Arrangement, Each	13.51%	NA		
- Switching Arrangements for Schedule 4				
Channels are furnished with the rates and pro-				
visions of Tariff PL B3.2.2.				
- Channel Conditioning for Schedule 4 Channels is				
furnished with the rates and provisions of Tariff				
PL B3.3.1.				
- Local Area Data Channels (LADC)				
- Charges and Rates				
- Channel between first two terminations on different				
premises on the same continuous property.				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- Type:				
- 2-wire, Each	13.51%	NA		
- 4-wire, Each	13.51%	NA		
- Termination				
- Each	NA	13.51%		
- Channel between two terminations.				
- Local Loop for each termination.				
- Type:				
- 2-wire, Each	13.51%	NA		
- 4-wire, Each	13.51%	NA		
- Termination:				
- Each	NA	13.51%		
Other Channels				
- Bell and Lights System Attack Warning Service				
This service is not offered at this time.				
- Farmer Lines				
- Rates and Charges				
- Connection Charge				
- Each connection made with customer-owned				
facilities				
- Channel Rate - Each Channel				
- In Cable				
- Each one-quarter mile or fraction thereof,				
airline measurement, per year	13.51%	NA		
- Open Wire				
- First one-quarter mile or fraction thereof,				
airline measurement, per month	13.51%	NA		
- Each additional one-quarter mile or fraction				
thereof, airline measurement, per month	13.51%	NA		
OTHER FEATURES AND ARRANGEMENTS				
Classification and Rates - Channel Conditioning				
- Charges and Rates				
- Type C1, C2, and C4 Channel Conditioning				
- For the First Station in an Exchange:				
- On a 2-point Channel not arranged for Switching:				
- Type C1	13.51%	13.51%		
- Type C2	13.51%	13.51%		
- Type C4	13.51%	13.51%		
- On a 2-point Channel arranged for:				
- Switching Type C1	13.51%	13.51%		
- Multi Point Type C1	13.51%	13.51%		
- On a Multi Point Channel:				
- Type C2	13.51%	13.51%		
- For Each Additional Station on the Same Channel				
and in the Same Exchange as the First Station:				
- Type C1	13.51%	13.51%		
- Type C2	13.51%	13.51%		
- Type C4	13.51%	13.51%		
- Type D1, High Performance Data Conditioning applies				
to Schedule 4 Channels for data transmission.				
- When High Performance Data Conditioning is				
ordered subsequent to the installation of the Data				
Channel, a charge equal to the Installation Charge				
for the Local Channel will apply for each Local				
Channel in addition to the charge for the High				
Performance Data Conditioning.				
- On a 2-point Channel not arranged for Switching:				
- Type D1, Per Channel	NA	13.51%		
Classification and Rates - Signaling Options				
- Charges and Rates				
- Dial Conditioning Arrangement used with Channels				
Between Non-contiguous Exchanges				
- The dial conditioning arrangement charge would				
not apply when furnished at a service point				
equipped with an interexchange switching arrange-				
ment.				
- Dial Signaling Arrangement:				
- Per Point Service	13.51%	NA		
- Dial Termination Arrangement:				
- Per Point Service	13.51%	NA		
Classification and Rates - Multipoint Service and				
Multistation Arrangements				
- Charges and Rates				
- Intraexchange				

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- Multipoint Charge:				
- Per Central Office Termination	13.51%	13.51%		
- Interexchange				
- Multipoint Charge:				
- Per Central Office Termination	13.51%	13.51%		
DIGITAL ACCESS SERVICE				
DIGITAL DATA SERVICE				
Rates and Charges				
- Channels Between Digital Cities				
- The rates below apply for each two-point channel				
section furnished between Digital City Rate Centers.				
- Airline Mileage				
- Each mile at 2.4 Kbps	13.51%	NA		
- Each mile at 4.8 Kbps	13.51%	NA		
- Each mile at 9.6 Kbps	13.51%	NA		
- Each mile at 56 Kbps	13.51%	NA		
- Channels				
- Each channel at 2.4 Kbps	13.51%	NA		
- Each channel at 4.8 Kbps	13.51%	NA		
- Each channel at 9.6 Kbps	13.51%	NA		
- Each channel at 56 Kbps	13.51%	NA		
- Local Distribution Channel				
- The rates below apply for each two-point Local				
Distribution Channel terminated at a station in a				
Digital City Serving Area, thereby providing a path				
for digital transmission between the Serving Wire				
Center Central Office and the customer's premises.				
- Transmission speed				
- 2.4 Kbps	13.51%	13.51%		
- 4.8 Kbps	13.51%	13.51%		
- 9.6 Kbps	13.51%	13.51%		
- 56 Kbps	13.51%	13.51%		
- Interoffice Digital Channel				
- The rates below apply for each two point channel				
section furnished between the Principal Central				
Office and the Serving Central Office.				
- Transmission speed per channel				
- 2.4 Kbps	13.51%	NA		
- 4.8 Kbps	13.51%	NA		
- 9.6 Kbps	13.51%	NA		
- 56 Kbps	13.51%	NA		
- Transmission speed per airline mile				
- 2.4 Kbps	13.51%	NA		
- 4.8 Kbps	13.51%	NA		
- 9.6 Kbps	13.51%	NA		
- 56 Kbps	13.51%	NA		
- Multi-Station Arrangement				
- A monthly charge per station applies when a Digital				
Data Service is arranged for multi-station operation				
- Each station	13.51%	NA		
- Move Charges				
- When Local Distribution Channels are moved to a				
new location on the same premises, one-half the				
installation charge applies.				
- When Local Distribution Channels are moved to a				
new location on a different premises, the installation				
charge applies.				
HIGH CAPACITY (HICAP) DIGITAL DATA SERVICE				
Rates and Charges				
- 1.544 Mbps. HICAP Service				
- Channel Termination				
- Initial circuit				
- each channel termination	13.51%	13.51%		
- recurring 3-year term	13.51%	NA		
- recurring 5-year term	13.51%	NA		
- Each additional circuit (same two locations)				
- each channel termination	13.51%	13.51%		
- recurring 3-year term	13.51%	NA		
- recurring 5-year term	13.51%	NA		
- Channel Mileage				
- Channel Mileage Facility				
- per mile	13.51%	NA		

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
- recurring 3-year term	13.51%	NA		
- recurring 5-year term	13.51%	NA		
- Channel Mileage Termination				
- per termination	13.51%	NA		
- recurring 3-year term	13.51%	NA		
- recurring 5-year term	13.51%	NA		
- Optional Features and Functions				
- Central Office Multiplexing				
- DS-1 to Voice/Digital	13.51%	NA		
- recurring 3-year term	13.51%	NA		
- recurring 5-year term	13.51%	NA		
RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION				
	USAGE			
Tandem Switching - Shared Transport				
Setup per attempt (Setup per Call)	$0.002658			
Holding term per MOU (MOU)	$0.001261			
Switched Transport - Common				
Fixed Mileage per MOU (Fixed Mileage)	$0.000305			
Variable Mileage per MOU per Mile (Variable Mileage)	$0.000019			
Switch Usage (Local Switching)				
Interoffice - Terminating				
Setup per Call	$0.003110			
Holding term per MOU (MOU)	$0.002506			
TRANSITING-LOCAL TRAFFIC				
Setup per attempt (Setup per Call)	$0.002658			
Holding term per MOU (MOU)	$0.001584			

Nevada Bell Telephone Company
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion				
2-Wire Analog Promotion				
Zone 1 - Rural	*	$9.75	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Zone 2 - Suburban	*	$11.85	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Zone 3 - Urban	*	$12.75	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Line Sharing Discount (ADSL only)				
ADSL Capable Loops				
Zone 1 - Rural	*	5.67	$27.50	$27.50
Zone 2 - Suburban	*	9.13	$27.50	$27.50
Zone 3 - Urban	*	17.38	$27.50	$27.50
OSS Promotion (XDSL Loops)				
All DSL Loops, Excluding ISDN-DSL				
Zone 1 - Rural		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

Nevada Bell Telephone Company
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 3 - Urban		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
UNE-P Promotion				
Network Component	*	NA	$57.40	$13.95
Analog Line Port				
Zone 1 - Rural		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Urban		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop				
Zone 1 - Rural		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Urban		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Cross-connect from analog loop to switch port		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

These prices will not appear on your bill. The discounts will appear on your bill in the form of a credit.

***These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).**

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-OH** means the applicable above listed ILEC doing business in Ohio.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **AM-OH** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **AM-OH** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **AM-OH** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **AM-OH** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix PRICING:

For Loops:

Access Area:	Total Access Lines:
B	See: Tariff 20, Part 4, Section 1, Sheets 1-47
C	See: Tariff 20, Part 4, Section 1, Sheets 1-47
D	See: Tariff 20, Part 4, Section 1, Sheets 1-47

For Unbundled Interoffice Transmission Facilities:

Rate Zone:	Total Access Lines:
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **AM-OH**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-OH** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **AM-OH** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-OH** network, without any changes to **AM-OH**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AM-OH** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Interim Shared Transport (ULS-IST).

4.2 General Principles for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **AM-OH** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-OH** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).

4.3.3 As described in the FCC Merger Conditions Appendix, a credit will be generated for access calls billed by **AM-OH**.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. 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.

			AIT Generic Rates			
OHIO			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
UNBUNDLED NETWORK ELEMENTS						
Unbundled Loops						
	2-Wire Analog - Rural (Access Area D)		$ 9.52		See NRC prices below	
	2-Wire Analog - Suburban (Access Area C)		$ 7.97		See NRC prices below	
	2-Wire Analog - Metro (Access Area B)		$ 5.93		See NRC prices below	
	Conditioning for dB Loss					
	4-Wire Analog - Rural (Access Area D)		$ 19.46		See NRC prices below	
	4-Wire Analog - Suburban (Access AreaC)		$ 16.50		See NRC prices below	
	4-Wire Analog - Metro (Access Area B)		$ 10.38		See NRC prices below	
	2-Wire Digital - Rural (Access Area D)		$ 10.88		See NRC prices below	
	2-Wire Digital - Suburban (Access Area C)		$ 9.43		See NRC prices below	
	2-Wire Digital - Metro (Access Area B)		$ 6.47		See NRC prices below	
	4-Wire Digital - Rural (Access Area D)		$ 62.87		See NRC prices below	
	4-Wire Digital - Suburban (Access Area C)		$ 82.18		See NRC prices below	
	4-Wire Digital - Metro (Access Area B)		$ 67.30		See NRC prices below	
**	DS3 Loop - Rural (Access Area D)		$ 698.67		See NRC prices below	
**	DS3 Loop - Suburban (Access Area C)		$ 695.24		See NRC prices below	
**	DS3 Loop - Metro (Access Area B)		$ 612.20		See NRC prices below	
DSL Capable Loops						
	2-Wire Digital Loop ISDN/IDSL - Rural (Access Area D)		See 2-Wire Digital above		See NRC prices below	
	2-Wire Digital Loop ISDN/IDSL - Suburban (Access Area C)		See 2-Wire Digital above		See NRC prices below	
	2-Wire Digital Loop ISDN/IDSL - Metro (Access Area B)		See 2-Wire Digital above		See NRC prices below	
**	2-Wire xDSL Loop - Rural (Access Area D)		TBD		TBD	TBD
**	2-Wire xDSL Loop - Suburban (Access Area C)		TBD		TBD	TBD
**	2-Wire xDSL - Metro (Access Area B)		TBD		TBD	TBD
	4-Wire xDSL Loop - Rural (Access Area D)		$ 19.46		See NRC prices below	
	4-Wire xDSL Loop - Suburban (Access Area C)		$ 16.50		See NRC prices below	
	4-Wire xDSL Loop - Metro (Access Area B)		$ 10.38		See NRC prices below	
Sub-Loops						
**	2-Wire Analog Distribution - Rural (Access Area D)		ICB		ICB	ICB
**	2-Wire Analog Distribution - Suburban (Access Area C)		ICB		ICB	ICB
**	2-Wire Analog Distribution - Metro (Access Area B)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Rural (Access Area D)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Suburban (Access Area C)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Metro (Access Area B)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Rural (Access Area D)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Suburban (Access Area C)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Metro (Access Area B)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Rural (Access Area D)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Suburban (Access Area C)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Metro (Access Area B)		ICB		ICB	ICB
	Loop Qualification Process		NA		TBD	NA
	DSL Conditioning Options					
**		Removal of Repeater Option	TBD		$ 100.00	TBD
**		Removal of Bridged Taps and Repeaters	TBD		TBD	TBD
**		Removal Bridged Tap Option	TBD		$ 100.00	TBD
**		Removal of Bridged Taps and Load Coils	TBD		TBD	TBD
**		Removal of Load Coil Option	TBD		$ 100.00	TBD
	Conditioning of loops over 17.5 kft Option		ICB		TBD	TBD
Loop Non-Recurring Charges (Excluding DS3)						
	Service Ordering - Per Order		N/A		$ 16.23	N/A
	Line Connection - Per Loop		N/A		$ 31.00	N/A

			AIT Generic Rates			
OHIO			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
DS3 Loop Non-Recurring Charges						
**	Administrative		N/A		$ 196.20	N/A
**	Design & Central Office		N/A		$ 611.39	N/A
**	Customer Connection		N/A		$ 217.87	N/A
Sub Loop Cross Connects						
**	2-Wire		ICB		ICB	ICB
**	4-Wire		ICB		ICB	ICB
DSL Cross Connects						
**	DSL Shielded Loop to UNE POA Methods 1 - 3		TBD		TBD	TBD
**	2-Wire DSL Non-Shielded Cross-Connect to POA Methods 1 - 3		TBD		TBD	TBD
**	4-Wire DSL Non-Shielded Cross-Connect to POA Methods 1 - 3		TBD		TBD	TBD
Loop Cross Connects						
**	DS3 C.O. Cross-Connect to Collocation		$ 22.25		$ -	$ -
Local Switching			**USAGE**			
	Per Originating MOU (statewide)		$ 0.003226		NA	NA
Customized Routing per Line Class Code, per switch			NA		$ 305.67	
Port Charge Per Month						
	Analog Line Port		$ 4.63		$ 48.53	$ 48.53
	Ground Start Port		$ 4.95		$ 48.53	$ 48.53
	Analog DID Trunk Port		$ 12.74		$ 48.53	$ 48.53
	ISDN BRI Port		$ 28.30		$ 48.53	$ 48.53
	ISDN PRI Port		$ 147.30		$ 729.13	$ 729.13
	Digital Trunking Trunk Port		$ 106.27		$ 729.13	$ 729.13
	DS1 Trunk Port		$ 82.12		$ 729.13	$ 729.13
	Centrex Basic Line Port		$ 8.95		$ 48.53	$ 48.53
	Centrex ISDN BRI Port		$ 45.23		$ 48.53	$ 48.53
	Centrex EKL Line Port		$ 27.43		$ 48.53	$ 48.53
	Centrex Attendant Console Line Port		$ 87.70		$ 97.06	$ 97.06
Port Non-Recurring Charges						
	Service Order - Line Port, per occasion		NA		$ 16.10	$ 16.10
	Service Order - Trunk Port, per occasion		NA		$ 327.35	$ 327.35
	Service Order - Record Order, per occasion		NA		$ 14.35	$ 14.35
	Conversion from one port type to another, per each port changed		NA		$ 43.86	$ 43.86
Switch Port Cross Connects						
	2-Wire		$ 0.15		NA	NA
	4-Wire		$ 0.30		NA	NA
	6-Wire		$ 0.46		NA	NA
	8-Wire		$ 0.61		NA	NA
	DS1/LT1		$ 0.41		NA	NA
	DS3/LT3		$ 0.72		NA	NA
	OC3		$ 74.32		NA	NA
	OC12		$ 391.72		NA	NA
	OC48		$ 955.39		NA	NA
Tandem Switching						
	per minute of use (without Tandem Trunks)		$ 0.000689		NA	NA

			AIT Generic Rates			
OHIO			AIT RECURRING		AIT NON-REC.	
			Monthly		Initial	Additional
Interim Shared Transport			USAGE			
	Per Originating Minute of Use (statewide)		$ 0.004440		NA	
	Access Credit per ULS-IST port per month		$ 1.17		NA	
Dedicated Transport						
	Entrance Facility:					
	DS1	Zone 1	$ 67.30		NA	NA
		Zone 2	$ 82.18		NA	NA
		Zone 3	$ 62.87		NA	NA
	DS3	Zone 1	$ 594.33		NA	NA
		Zone 2	$ 684.99		NA	NA
		Zone 3	$ 735.37		NA	NA
	OC3	All Zones	$ 269.65		NA	NA
	OC12	All Zones	$ 464.01		NA	NA
	OC48	All Zones	$ 1,931.85		NA	NA
	Interoffice Transport:					
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 15.68		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 1.74		NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 135.40		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 22.90		NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 326.14		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 206.39		NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 554.09		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 370.49		NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 1,219.10		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 264.08		NA	NA
Multiplexing						
	DS1 to Voice Grade		$ 279.80		NA	NA
	DS3 to DS1		$ 372.85		NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 528.23		NA	NA
		Add/Drop Function				
		- Per DS3 Add or Drop	$ 101.70		NA	NA
		- Per DS1 Add or Drop	$ 31.40		NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 592.17		NA	NA
		Add/Drop Function				
		- Per OC3 Add or Drop	$ 141.66		NA	NA
		- Per DS3 Add or Drop	$ 30.72		NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 665.51		NA	NA
		Add/Drop Function				
		- Per OC12 Add or Drop	$ 307.93		NA	NA
		- Per OC3 Add or Drop	$ 142.38		NA	NA
		- Per DS3 Add or Drop	$ 49.30		NA	NA
Dedicated Transport Cross Connects						
	DS1		$ 0.41		NA	NA
	DS3		$ 0.72		NA	NA
	OC3		$ 74.32		NA	NA
	OC12		$ 391.72		NA	NA
	OC48		$ 955.39		NA	NA
Digital Cross-Connect System						
	DCS Port Charge					
	DS1		ICB		ICB	NA
	DS3		ICB		ICB	NA
	DCS Establishment Charge		ICB		ICB	NA
	Database Modification Charge		ICB		ICB	NA

			AIT Generic Rates			
OHIO			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	Reconfiguration Charge		ICB		ICB	NA
Dedicated Transport Network Reconfiguration Service (NRS)						
	On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions						
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			$ 402.28	NA
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ 40.23		NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ 40.23		$ 2,733.58	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC3 Entrance Facility	$ 40.23		NA	NA
		- (2) Per Quarter Route Mile	$ 47.49		NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ 198.99		NA	NA
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	$ 198.99		$ 2,733.58	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC12 Entrance Facility	$ 198.99		NA	NA
		- (2) Per Quarter Route Mile	$ 42.08		NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ 826.72		NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ 826.72		$ 2,733.58	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC48 Entrance Facility	$ 826.72		NA	NA
		- (2) Per Quarter Route Mile	$ 70.75		NA	NA
Dedicated Transport Installation & Rearrangement Charges						
	DS1	Administration Charge - Per Order	NA		$ 394.30	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 624.17	NA
		Carrier Connection Charge - Per Order	NA		$ 512.19	NA
	DS3	Administration Charge - Per Order	NA		$ 299.28	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 663.29	NA
		Carrier Connection Charge - Per Order	NA		$ 351.77	NA
	OC3	Administration Charge - Per Order	NA		$ 116.40	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 487.96	NA
		Carrier Connection Charge - Per Order	NA		$ 652.38	NA
	OC12	Administration Charge - Per Order	NA		$ 116.40	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 487.96	NA
		Carrier Connection Charge - Per Order	NA		$ 652.38	NA
	OC48	Administration Charge - Per Order	NA		$ 116.40	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 487.96	NA
		Carrier Connection Charge - Per Order	NA		$ 652.38	NA
Line Information Database - LIDB			**USAGE**			
	Validation Query (Regional STP Access Includes SMS & Sleuth)		$ 0.016290	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)		$ 0.000020	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)		$ 0.016290	(per query)	NA	NA
	Query Transport (Local STP Access Validation)		$ 0.000144	(per query)	NA	NA
	CNAM Query (Regional STP Access Includes SMS)		$ 0.012000	(per query)	NA	NA
	CNAM Query (Local STP Access Includes SMS)		$ 0.012000	(per query)	NA	NA
	Service Order Cost		NA		$ 25.00	NA
	Service Establishment Charge		NA		NA	NA
	LIDB Data Storage & Administration					
		Manual Update	NA		$ 2.00	(Per Update)
800 Database			**USAGE**			
	Toll Free Database Query (Regional STP Access)		$ 0.001216	(per query)		
	Call Handling and Destination (Regional STP Access)		$ 0.000146	(per query)		
	Toll Free Database Query (Local STP Access)		$ 0.001340	(per query)		
	Call Handling and Destination (Local STP Access)		$ 0.000269	(per query)		

			AIT Generic Rates			
OHIO			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
SS7						
	SS7 Links - Cross Connects					
	STP to Collocators Cage - DS0		See Dedicated Transport			
	STP to Collocators Cage- DS1		See Dedicated Transport			
	STP to SWBT MDF - DS0		See Dedicated Transport			
	STP to SWBT DSX Frame-DS1		See Dedicated Transport			
	SS7 Links					
	STP Access Connection - 1.544 Mbps		See Dedicated Transport			
	STP Access Link - 56 Kbps		See Dedicated Transport			
	STP Port		$ 302.76			$ 665.69
	SS7 Signalling		**USAGE**			
	Signal Switching/IAM msg		$ 0.000135			
	Signal Transport/IAM msg		$ 0.000050			
	Signal Formulation/IAM msg		$ 0.000160			
	Signal Tandem Switching/IAM msg		$ 0.000233			
	Signal Switching/TCAP msg		$ 0.000120			
	Signal Transport/TCAP msg		$ 0.000033			
	Signal Formulation/TCAP msg		$ 0.000132			
	Point Code Addition		N/A			$ 24.21
	Global Title Translation Addition		N/A			$ 13.03
	Record					
	Disconnect					
Unbundled Switch Port - Vertical Features						
Analog Line Port Features (per feature per port):						
Call Waiting			$ -		NA	
Call Forwarding Variable			$ -		NA	
Call Forwarding Busy Line			$ -		NA	
Call Forwarding Don't Answer			$ -		NA	
Three-Way Calling			$ -		NA	
Speed Calling - 8			$ -		NA	
Speed Calling - 30			$ -		NA	
Auto Callback/Auto Redial			$ -		NA	
Distinctive Ring/Priority Call			$ -		NA	
Selective Call Rejection/Call Blocker			$ -		NA	
Auto Recall/Call Return			$ -		NA	
Selective Call Forwarding			$ -		NA	
Calling Number Delivery			$ -		NA	
Calling Name Delivery			$ -		NA	
Calling Number/Name Blocking			$ -		NA	
Remote Access to Call Forwarding (RACF)			$ -		NA	
Analog Line Port Features:						
Personalized Ring (per arrangement per port)			$ -		NA	
Hunting Arrangement (per arrangement)			$ -		NA	
ISDN BRI Port Features (per B Channel, unless noted)						
CSV/CSD per ISDN BRI port (required/provided)			$ -			
Basic Centrex Electonic Key Line (EKL) Features						
Basic EKL provides:						
Bridged Call Exclusion						
Bridging						
Call Forwarding Don't Answer						

			AIT Generic Rates			
OHIO			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
Call Forwarding Interface Busy						
Call Forwarding Variable						
Message Waiting Indicator						
Speed Call (Long)						
Speed Call (Short)						
Three-way Conference Calling						
Call Appearance Call Handling (CACH) EKL						
CACH EKL includes:						
Additional Call Offering (inherent)						
Bridged Call Exclusion						
Bridging						
Call Forwarding Don't Answer						
Call Forwarding Interface Busy						
Call Forwarding Variable						
Intercom						
Key System Coverage for Analog Lines						
Message Waiting Indicator						
Speed Call (Long)						
Speed Call (Short)						
Three-way Conference Calling						
Basic individual features:						
Additional Call Offering						
Call Forwarding Don't Answer						
Call Forwarding Interface Busy						
Call Forwarding Variable						
Calling Number Delivery						
Hunt Group for CSD						
Hunt Group for CSV						
Message Waiting Indicator						
Secondary Only Telephone Number						
Three Way Conference Calling						
ISDN PRI Port Features						
Backup D Channel						
Calling Number Delivery						
Dynamic Channel Allocation						
DID #s - see Analog DID Trunk Port Features						
Analog Trunk Port Features (per feature per port)						
DID #s - per telephone number			$ 0.01			
DS1 Digital Trunk Port Features (per feature per port)						
DID #s - see Analog DID Trunk Port Features						
Unbundled Centrex System Options						
System Initial Establishment per Serving Office - Analog Only			NA		$ 496.73	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix			NA		$ 496.73	NA
System Initial Establishment per Serving Office - ISDN BRI Only			NA		$ 496.73	NA
System Subsequent Change per Serving Office - Analog only system			NA		NA	$ 68.07
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system			NA		NA	$ 68.07
System Subsequent Change per Serving Office - ISDN BRI only system			NA		NA	$ 68.07
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only sys			NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only sys			NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex						

			AIT Generic Rates			
OHIO			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
System feature initialization per Centrex Common Block			$ -		$ 262.24	
System Features (per Centrex Common Block):			$ 307.14		NA	
Automatic Callback Calling/Business Group Callback						
Call Forwarding Variable/Business Group Call Forwarding Variable						
Call Forwarding Busy Line						
Call Forwarding Don't Answer						
Call Hold						
Call Pickup						
Call Transfer - All Calls						
Call Waiting - Intragroup/Business Group Call Waiting						
Call Waiting - Originating						
Call Waiting - Terminating						
Class of Service Restriction - Fully Restricted						
Class of Service Restriction - Semi Restricted						
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing and Call Waiting Tone						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
ISDN BRI Port Features for Unbundled Centrex						
Circuit Switched Voice (CSV)/(CSD) per BRI						
Standard feature initialization per Centrex System			$ 307.14		NA	
Individual features (per feature per B Channel)						
Additional Call Offering for CSV						
Automatic Callback Calling						
Call Forwarding Busy Line						
Call Forwarding Don't Answer						
Call Forwarding Variable						
Call Hold						
Call Pickup						
Call Transfer - All Calls						
Class of Service Restriction - Fully Restricted						
Class of Service Restriction - Semi Restricted						
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
Custom Access Treatment Code (TX only)						
Denied Origination (TX only)						
Denied Termination (TX only)						
Intercom Dialing (TX only)						
**	**The Parties acknowledge and agree that the rates set forth**					
	above are interim rates, subject to true-up as final cost studies become available.					

			AIT Generic Rates			
OHIO			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
RESALE						
			RESALE DISCOUNTS			
	BUSINESS		RECURRING	ON-RECURRING		
	LOCAL EXCHANGE SERVICE					
	Business 1 Party		20.29%	20.29%		
	Business - Measured		20.29%	20.29%		
	Customer Operated Pay Telephone (COPT)		20.29%	20.29%		
	EXPANDED LOCAL CALLING					
	Extended Area Service		20.29%	20.29%		
	VERTICAL SERVICES					
	Anonymous Call Rejection		20.29%	20.29%		
	Repeat Dialing (Auto Redial)		20.29%	20.29%		
	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		20.29%	20.29%		
	Call Blocker		20.29%	20.29%		
	Call Forwarding		20.29%	20.29%		
	Call Forwarding - Busy Line		20.29%	20.29%		
	Call Forwarding - Busy Line/Don't Answer		20.29%	20.29%		
	Call Forwarding - Don't Answer		20.29%	20.29%		
	Automatic CallBack (Call Return)		20.29%	20.29%		
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)		20.29%	20.29%		
	Call Trace		20.29%	20.29%		
	Call Waiting		20.29%	20.29%		
	Caller ID WithName (Calling Name)		20.29%	20.29%		
	Caller ID (Calling Number)		20.29%	20.29%		
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)		20.29%	20.29%		
	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		20.29%	20.29%		
	Remote Access to Call Forwarding (Grandfathered)		0.00%	0.00%		
	Selective Call Forwarding		0.00%	0.00%		
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)		20.29%	20.29%		
	Remote Call Forwarding-Per Feature		20.29%	20.29%		
	RCF, Interstate, Interexchange		20.29%	20.29%		
	RCF, Intrastate		20.29%	20.29%		
	RCF, Interstate, International		20.29%	20.29%		
	RCF, Intrastate, Interexchange		20.29%	20.29%		
	RCF to 800		20.29%	20.29%		
	RCF Additional		20.29%	20.29%		
	Speed Calling 8		20.29%	20.29%		
	Speed Calling 30		20.29%	20.29%		
	Three Way Calling		20.29%	20.29%		
	Call Screening		20.29%	20.29%		
	Busy Line Transfer		20.29%	20.29%		
	Alternate Answer		20.29%	20.29%		
	Message Waiting - Tone		20.29%	20.29%		
	Easy Call		20.29%	20.29%		
	Prime Number Service		20.29%	20.29%		
	AMERITECH Privacy Manager		20.29%	20.29%		
	Name and Number Delivery Service		20.29%	20.29%		
	DID					
	DID		20.29%	20.29%		
	TRUNKS					
	Trunk		20.29%	20.29%		

		AIT Generic Rates			
OHIO		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly		Initial	Additional
	AIN				
	Area Wide Networking	20.29%	20.29%		
	Emergency Referral Message Service (Disaster Routing Service)	20.29%	20.29%		
	OTHER				
	Grandfathered Services	0.00%	0.00%		
	Promotions (Greater than 90 days)	20.29%	20.29%		
	TouchTone (Business)	20.29%	20.29%		
	TouchTone (Trunk)	20.29%	20.29%		
	ISDN				
	ISDN	20.29%	20.29%		
	DIRECTORY ASSISTANCE SERVICES	20.29%	20.29%		
	Local Operator Assiustance Service	20.29%	20.29%		
	TOLL				
	TOLL	20.29%	20.29%		
	OPTIONAL TOLL CALLING PLANS				
	Optional Toll Calling Plans	20.29%	20.29%		
	CENTREX (PLEXAR)				
	CENTREX ACS	20.29%	20.29%		
	CENTREX ACS Ameritech CENTREX Network Manager	0.00%	0.00%		
	PRIVATE LINE				
	Analog Private Lines	20.29%	20.29%		
	Private Line Channel Services	20.29%	20.29%		
	RESIDENCE	***RESALE DISCOUNTS***			
	LOCAL EXCHANGE SERVICE	RECURRING	ON-RECURRING		
	Life Line	0.00%	0.00%		
	Residence 1 Party	20.29%	20.29%		
	Residence Measured	20.29%	20.29%		
	EXPANDED LOCAL CALLING				
	Extended Area Service	20.29%	20.29%		
	VERTICAL SERVICES				
	Anonymous Call Rejection	20.29%	20.29%		
	Repeat Dialing (Auto Redial)	20.29%	20.29%		
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	20.29%	20.29%		
	Call Blocker	20.29%	20.29%		
	Call Forwarding	20.29%	20.29%		
	Call Forwarding - Busy Line	20.29%	20.29%		
	Call Forwarding - Busy Line/Don't Answer	20.29%	20.29%		
	Call Forwarding - Don't Answer	20.29%	20.29%		
	Automatic Call-Back (Call Return)	20.29%	20.29%		
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	20.29%	20.29%		
	Call Trace	20.29%	20.29%		
	Call Waiting	20.29%	20.29%		
	Caller ID with Name (Calling Name)	20.29%	20.29%		
	Caller ID (Calling Number)	20.29%	20.29%		
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	20.29%	20.29%		
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	20.29%	20.29%		
	Remote Access to Call Forwarding (GF)	0.00%	0.00%		
	RCF, Interstate, Interexchange	20.29%	20.29%		

		AIT Generic Rates			
OHIO		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly		Initial	Additional
	RCF, Intrastate	20.29%	20.29%		
	RCF, Interstate, International	20.29%	20.29%		
	RCF, Intrastate, Interexchange	20.29%	20.29%		
	RCF to 800	20.29%	20.29%		
	RCF Additional	20.29%	20.29%		
	Selective Call Forwarding	20.29%	20.29%		
	Speed Calling 8	20.29%	20.29%		
	Three Way Calling	20.29%	20.29%		
	Call Screening	20.29%	20.29%		
	Busy Line Transfer	20.29%	20.29%		
	Alternate Answer	20.29%	20.29%		
	Message Waiting - Tone	20.29%	20.29%		
	Easy Call	20.29%	20.29%		
	AMERITECH Privacy Manager	20.29%	20.29%		
	Name and Number Delivery Service	20.29%	20.29%		
	ISDN				
	ISDN	20.29%	20.29%		
	OTHER (Resale)				
	DIRECTORY ASSISTANCE SERVICES	20.29%	20.29%		
	Local Operator Assiustance Service	20.29%	20.29%		
	OTHER				
	Grandfathered Services	0.00%	0.00%		
	Promotions (Greater than 90 Days)	20.29%	20.29%		
	TouchTone	20.29%	20.29%		
	Home Services Packages	20.29%	20.29%		
	TOLL				
	Custom and Dedicated 800 Service (Home 800)	20.29%	20.29%		
	IntraLATA MTS	20.29%	20.29%		
	900/976 Call Blocking (900/976 Call Restriction)	0%	0%		
	976 (976 Information Delivery Service)	0%	0%		
	Access Services (See Access Tariff)	0%	0%		
	Additional Directory Listings	20.29%	20.29%		
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%		
	Connection Services	20.29%	20.29%		
	Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%		
	Shared Tenant Service	0%	0%		
	Toll Restriction	20.29%	20.29%		
	Electronic Billing Information Data (daily usage)	$0.00			
	per message				
	Local disconnect Report (LDR)				
	Per WTN	$0.00			
	Line Connection Charge				
	Complex (Residence)		N/A		
	Complex (Business)		N/A		
	Simple (Residence)		N/A		
	Simple (Business)		N/A		
	Service Order/Service Request Charge				
	Complex (Residence)		$14.07		
	Complex (Business)		$12.63		
	Simple (Residence)		$14.07		

			AIT Generic Rates			
OHIO			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	Simple (Business)			$20.33		
	Non-Electronic (Manual) Service Order Charge					
	Complex (Residence)			$9.02		
	Complex (Business)			$9.02		
	Simple (Residence)			$9.02		
	Simple (Business)			$9.02		
OTHER						
	Directory Assistance					
		Directory Assistance, per occurrence	$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.16		NA	NA
		Branding - Facility Based				
		- Branding, per trunk group	NA		$ 850.00	NA
	Directory Assistance Listings (DAL)					
	Dialing Parity Listings License (DPLL)					
		Basic (for local and local toll DA service)				
		- Initial Load, per listing	NA		$ 0.024	NA
		- Updates, per listing	NA		$ 0.024	NA
		- Monthly Fulfillment Cost	$ 1,449.73		NA	NA
		- Non-Recurring Costs per Customer	NA		$ 5,695.52	NA
		Expanded Use (for local, local toll, and national DA service)				
		- Initial Load, per listing	NA		$ 0.024	NA
		- Updates, per listing	NA		$ 0.0392	NA
		- Monthly Fulfillment Cost	$ 1,449.73		NA	NA
		- Non-Recurring Costs per Customer	NA		$ 5,695.52	NA
	Operator Services					
		Fully Automated Call Processing, per occurrence	$ 0.15		NA	NA
		Operator Assisted Call Processing, per occurrence	$ 0.42		NA	NA
		Branding - Facility Based				
		- Branding, per trunk group	NA		$ 850.00	NA
	Structure Access - Poles & Ducts		Annually			
		Per Pole attachment	$ 2.52			
		Per Foot of innerduct	$ 0.37			
		Application fee			$ 200.00	
	Emergency Number Service Access					
		911 Selective Router Interconnection				
		-Digital DS1 Interface	$ 330.55		$ 749.59	
		-Each DSO installed	N/A		$ 359.18	
		-Analog Channel Interface	$ 28.22		$ 429.98	
		ANI/ALI/SR and Database Management				
		- Per 100 records, rounded up to nearest 100	$ 105.64		$ 21.26	
		911 Selective Router Switch Administration				
		-Per Selective Router	$ 5.44		$ 2,598.08	
	Ancillary Message Billing Compensation (Per Message)		$ 0.03		NA	NA
RECIPROCAL COMPENSATION						

			AIT Generic Rates			
OHIO			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	Tandem Switching					
		per minute of use	$ 0.000660		NA	NA
	Shared Transport					
		Termination per Minute of Use (Statewide)	$ 0.000155		NA	NA
		Facility per Minute, per Mile (Statewide)	$ 0.000006		NA	NA
	Local Switching					
		Per Originating or Terminating MOU (Statewide)	$ 0.003815		NA	NA

			AIT Generic Rates			
OHIO			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
TRANSIT SERVICE						
	Tandem Switching					
		per minute of use	$ 0.004587		NA	
	Tandem Termination					
		per minute of use	$ 0.000226		NA	
	Tandem Facility					
		per minute of use	$ 0.000188		NA	
COLLOCATION						
	e to					
		Order Charge/Connect Order			$ 410.45	
		Order Charge/Disconnect Order			$ 10.15	
		COBO per Initial bay			$ 24,989.59	
		50%			$ 12,494.80	
		25%			$ 6,247.40	
		COBO ea addl bay			$ 4,187.48	
		50%			$ 2,093.74	
		25%			$ 1,046.87	
		CO Floor Space/bay	$ 32.84			
	e to					
		Order Charge per Connect Order			$ 561.45	
		Order Charge/Disconnect order			$ 10.15	
		COBO per initial 50 sqft			$ 39,266.61	
		50%			$ 19,633.31	
		25%			$ 9,816.65	
		COBO ea addl 50 sqft			$ 12,042.24	
		50%			$ 6,021.12	
		25%			$ 3,010.56	
		Enclosure 1st 50 sqft			$ 2,962.09	
		enclosure ea addl 50 sqft			$ 1,355.78	
		CO floor space/50 sqft	$ 303.08			
	e to All					
		Cable Pulling Ca Vault to Node -1st ft			$ 87.57	
		Cable pulling Ca Vault to Node -ea addl ft			$ 0.89	
		Power Delivery/Power lead			$ 1,853.37	
		Space Reservation			$ 754.52	
		Entrance Conduit/innerduct/ft	$ 0.07			
		Passive bay Term (bay&Panel)/DS1 term	$ 0.56			
		Passive bay Term (bay&Panel)/DS3 term	$ 6.96			
		200 Conductor Block (outside node)	$ 61.46			
		Digital Timing Source/synch signal provided	$ 12.25			
		DS1 repeater	$ 5.69			
		DS3 repeater	$ 33.00			
		Security Photo ID card/card			$ 10.02	
	e to All					
		Cable Vault Splicing - per initial			$ 216.09	
		Cable Vault Splicing - per subsequent			$ 15.85	
		Splice Testing - per Initial			$ 49.62	
		Splice Testing - per subsequent			$ 2.92	
		Cable Pulling MH to Cable Vault-1st ft			$ 234.68	
		Cable Pulling MH to Cable Vault-ea addl ft			$ 1.17	
		Diverse Riser/flr traversed			$ 488.80	

			AIT Generic Rates			
OHIO			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
		Power Consumption/Fuse Amp	$ 6.96			
		Power Msmt Billing/Customer Arrgt	N/A			
		Power Consumption/KWH	N/A			
		Power Msmt/Customer Arrgt			N/A	
		Power Msmt Engrg Charge/Existing Arrgt			N/A	
		200 Conductor Electrical Cross Connect Block	$ 61.46			
		Digital Cross-Connect Panel(DSX3)/DS3 term	$ 14.54			
		Digital Cross-Connect Panel(DSX1)/DS1 panel	$ 42.43			
		Optical Cross-Conn panel/OCX Panel segment	$ 5.57			
		Riser space/ft	$ 1.12			
	e to					
		Service Order			$ 119.11	
		Cable Pulling-Vault to LGX Panel- 1st ft			$ 87.57	
		Cable Pulling-Vault to LGX Panel- ea addl ft			$ 0.89	
		Proj Mgmt Fee - initial 7' bay			$ 3,018.11	
		Proj Mgmt Fee - ea subs 7' bay			$ 1,509.06	
		Proj Mgmt Fee - initial shelf			$ 2,263.58	
		Proj Mgmt Fee - ea addl shelf			$ 1,358.15	
		Proj Mgmt Fee - per rearrangement			$ 1,810.87	
		Power Delivery/7' Bay			$ 1,853.37	
		Thru Connect per DSX1 to DSX1	$ 0.22		$ 7.09	
		Thru Connect per OCX to OCX	$ 1.66		$ 7.09	
		7' bay (Co. provided/installed)/bay	$ 26.25		$ 513.01	
		7' bay (cust provided/installed)/bay	$ 22.54			
		Riser Space/fiber termination	$ 1.45			
		Digital Timing Source/timing ckt	$ 2.45			
		Entrance Facility/ft	$ 0.07			
	r to					
		Cable Racking/ft	$ 1.34			
		Project Mgmt Fee			$ 1,066.44	
	Premises Report					
		Premises Report			T&M	
		Note: T & M - Time and Materials				

Ohio
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion			N/A	N/A	N/A
Zone 1 - Rural		*	$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 2 - Suburban		*	$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 3 - Urban		*	$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	N/A
2-Wire Analog Promotion			N/A	N/A	N/A
ADSL Promotion					
ADSL			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
Statewide			N/A	N/A	N/A

Ohio
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Service Order Promotion - Manual			N/A	N/A	N/A
Service Order Promotion - Electronic			N/A	N/A	N/A
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A

Ohio
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology			N/A	N/A	N/A

Ohio
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Statewide		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#6 2-Wire Very High-band Capable			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A

Ohio
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion			N/A	N/A	N/A
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Unbundled Local Loop*					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A

*Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

***These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).**

EXHIBIT I

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC NAME & CONTACTS	CLEC "OCN"	CLEC Switch	Switch Type	CLEC NPA/NXX(s) included
			CLLI Code	
E9-1-1 Coordinator	CLEC Telco ID			
			"Connect Signal" Digits(4)	Estimated # of EAAs
	CLEC Service Area Definition:		1 - 1	
9-1-1 Database Manager			ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				

SBC-SWBT & **SBC-SNET** E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL (1)	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)
E9-1-1 Features Required:				
# of 9-1-1 Trunks from CLEC:				
MSAG Update Interval:	Monthly			

FOOTNOTES:
(1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.
(2) n/a
(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included.
(4) Refer to network interface specifications in Exhibit III.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
GLC = General Law City
Cnty = County with special provisions (only applies to Dallas County)

Date Prepared

Agreement No. _____

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

This Agreement dated _____, 2000, is made by and between Southwestern Bell Telephone Company ("SWBT") and the undersigned Applicant. As provided in this Agreement, SWBT will provide Applicant nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and located in this state.

ARTICLE 1: PARTIES

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

1.02 Applicant. Applicant is a telecommunications carrier or cable television system doing business or operating in this State under the following name(s): New Edge Network, Inc. d/b/a New Edge Networks

Applicant maintains offices in this State at the following address: 3000 Columbia House Blvd, Suite 106, Vancouver, Washington 98661

Applicant is more fully described in APPENDIX II ("Identification of Applicant").

ARTICLE 2: PURPOSE OF AGREEMENT

2.01 Primary Purpose of Agreement. The primary purpose of this Agreement is to set forth the rates, terms, conditions, and procedures under which SWBT will provide Applicant access to SWBT's poles, ducts, conduits, and rights-of-way located in this State.

2.02 Applicability. This Agreement applies to all poles, ducts, conduits, and rights-of-way subject to the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996, and further amendments.

2.03 Construction in Accordance with Purpose. All provisions of this Agreement shall be construed and applied consistently with the requirements of the Pole Attachment Act and those provisions of the Telecommunications Act of 1996, including but not limited to 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii), which mandate access to SWBT's poles, ducts, conduits, and rights-of-way.

2.04 Uniform Application and Nondiscriminatory Access. In Paragraph 1156 of the First Interconnection Order in CC Docket No. 96-98, the FCC has ordered that "[W]here access is mandated, the rates, terms, and conditions of access must be uniformly applied to all telecommunications carriers and cable operators that have or seek access." In Paragraph 1157 of the First Interconnection Order, the FCC has further stated that except as specifically noted elsewhere in that order, "a utility may not favor itself over other parties with respect to the provision of telecommunications or video programming services." This Agreement has been drafted and shall be construed to effectuate these nondiscriminatory access requirements.

2.05 Effect on Rights and Remedies under Law. This Agreement is intended by the parties to implement, rather than abridge, their respective rights under federal and state law. In the event of an irreconcilable conflict between any provision of this Agreement and any applicable federal or state laws, rules, regulations, or commission orders, the parties' rights and remedies under such laws, rules, regulations, and orders shall take precedence over the terms of this Agreement.

2.06 Additional Negotiations. This Agreement is one of many agreements between SWBT and parties seeking access to SWBT's poles, ducts, conduits, and rights-of-way in this State. Nothing contained in this Agreement shall preclude SWBT from negotiating additional or different terms of access with third parties. Applicant may, at any time, seek amendments to this Agreement to conform to the terms of agreements between SWBT and third parties. In addition, the parties acknowledge that it may be necessary to amend or supersede this Agreement to conform to changes in the law, streamline procedures for granting access, address issues not addressed in this Agreement, and resolve operational concerns arising by virtue of the presence of competing providers of telecommunications and cable television services on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Each party shall, therefore, at the request of the other party, engage in good faith negotiations to supplement, amend or replace this Agreement.

2.07 Relationship to Interconnection Agreement. SWBT has provided Applicant the option of executing this Agreement either as a standalone agreement or as part of the interconnection agreement, if any, between the parties. Applicant's election is reflected in this section, and this Agreement shall be construed in accordance with Applicant's election. If this Agreement has been executed as part of an interconnection agreement, Applicant shall have the additional option of replacing this Agreement at any time with SWBT's then-current Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way.

[ ] This Agreement has been entered into as a standalone Agreement.

[X] This Agreement has been entered into, at Applicant's request, as an appendix, attachment, or exhibit to an interconnection agreement between the parties. Except as otherwise specifically stated in this Agreement, the terms of this Agreement, which are specific to poles, ducts, conduits, and rights-of-way, shall apply in the event of conflict between the terms of this Agreement and the general terms and conditions set forth in the interconnection agreement.

2.08 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Agreement shall be construed as precluding Applicant from having such additional access to SWBT's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between Applicant and SWBT relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Agreement does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

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

3.02 Agreement. The term "Agreement" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Agreement" includes all appendices, attachments, and addenda to this Agreement, including but not limited to addenda, if any, reflecting state-specific requirements or Applicant-specific requirements imposed by interconnection arbitration orders.

3.03 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole.

3.04 Appendix. The capitalized term "APPENDIX" refers to one of the following appendices to this Agreement.

APPENDIX I:	Schedule of Rates, Fees, and Charges
APPENDIX II:	Identification of Applicant
APPENDIX III:	Administrative Forms and Notices
SW-9433:	Pole Attachments
SW-9434:	Access Application and Make-Ready Authorization
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by Applicant
SW-9436C:	Notification of Unauthorized Attachments by Applicant
APPENDIX IV:	Insurance Requirements
APPENDIX V:	Nondisclosure Agreement
APPENDIX VI:	Notices to Applicant
APPENDIX VII:	Notices to SWBT
APPENDIX VIII:	Identification of Utility Liaison Supervisor (ULS)

3.05 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by a third party. Except as otherwise specifically provided in this Agreement, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency as provided in Section 15.02 of this Agreement) until the assignment has been released or lapsed. Assignment procedures are described in Section 8.02 of this Agreement.

3.06 Authorized contractor. "Authorized contractors" are contractors selected by Applicant who may, subject to Applicant's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SWBT or persons acting on SWBT's behalf. As used in this Agreement, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Applicant's behalf or other contractors who may be selected by Applicant

to perform work on Applicant's behalf without SWBT's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by Applicant and SWBT to perform one or more of the following tasks within a specified SWBT construction district: (a) installation of those sections of Applicant's ducts or facilities which connect to SWBT's conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those SWBT construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SWBT construction district constitute approval of such authorized contractor for the area served by a different SWBT construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SWBT construction districts in which the work is to be performed. If, by agreement of the parties or commission order, Applicant has been approved as an authorized contractor, such approval shall be noted by an addendum to this Agreement.

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

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

3.09 Conduit. The term "conduit" refers to all SWBT conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by SWBT, including the re-enterable manholes and handholes used to connect ducts and provide access to cables, wires, and other facilities within the ducts. As used in this Agreement, the term

"conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from or are connected to SWBT's conduit.

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

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

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

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

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

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

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

3.17 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on

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

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

3.19 Hazardous substances. The term "hazardous substances" refers to hazardous and toxic substances, waste, pollutants, contaminants, and materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601(14), as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement, including but not limited to the Occupational Safety and Health Act ("OSHA"). In general, the term "hazardous substances" refers to any substance the presence, use, transport, abandonment or disposal of which (a) requires investigation, remediation, compensation, fine, or penalty under health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement or (b) poses risks to human health, safety, or the environment and is regulated under any such laws, ordinances, statutes, rules, and regulations. For the purposes of this Agreement, the term "hazardous substances" shall also include petroleum, natural gas, and other combustible or noxious liquids, gases, or solids which may accumulate at sites subject to this Agreement.

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

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

3.22 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with SWBT permitting it to attach its facilities to SWBT's poles or place its facilities in SWBT's ducts, conduits, or rights-of-way.

3.23 License. The term "license" refers to a written instrument confirming that SWBT has granted the application of Applicant or a third party for access to pole, duct, conduit, or right-of-way space and that, based on Applicant's or such third party's representations (and SWBT's field inspection, if any), it appears that no further facilities modification, capacity expansion or make-ready work by SWBT is required before facilities described in the application are installed in the space requested. The term "license" refers to licenses issued by SWBT pursuant to this Agreement and may, if the context requires, refer to licenses issued by SWBT before the date of this Agreement. The parties' use of the term "license" in this Agreement shall not be construed as conferring authority or discretion on SWBT's part to deny access to Applicant in any manner inconsistent with the requirements of the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders.

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

3.25 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used, on a short-term basis, for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including SWBT, Applicant, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Agreement and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Agreement. No more than one full-sized duct within any given conduit section will be designated by SWBT as the maintenance duct. In those locations where, on the effective date of this Agreement, there is not a full-sized duct available to be used as a maintenance duct, SWBT will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from a SWBT manhole to customer premises. Maintenance ducts will not be considered "available" (as defined in Section 3.07) for assignment to SWBT, Applicant, or joint users for purposes other than short-term uses contemplated in this section; provided, however, that SWBT may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in SWBT's outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SWBT's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Applicant's facilities. Make-ready work does not include the actual installation of Applicant's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), and rearranging, transferring, replacing, and removing existing facilities on a pole or in a conduit system where such work is required to accommodate Applicant's facilities (as contrasted with work performed on SWBT's behalf in furtherance of SWBT's own business needs or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of SWBT's facilities (including, but not limited to, poles, ducts, conduits, handholes, and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole, or right-of-way usable for the initial placement of Applicant's facilities. As used in this Agreement, the term "make-ready work" also includes associated planning and engineering work required to confirm or determine the extent of make-ready work required and to plan make-ready projects.

3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of SWBT's conduit system. As used in this Agreement, the term "manhole" refers only to manhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within manhole structures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.38 Rights-of-way. The term "rights-of-way" refers to all SWBT rights-of-way subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, rights-of-way are legal rights to pass over or through property of another party for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include but are not limited to (a) public rights-of-way which SWBT may occupy as permitted by law for the placement of its facilities (e.g., rights-of-way on, under, or over streets, highways, and other public roads) and (b) easements or servitudes granted by property owners or obtained through the exercise of eminent domain authority authorizing SWBT to pass over, place facilities on, and have rights of ingress and egress to the property of such property owners. Rights-of-way may also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by SWBT's facilities. Except as the context otherwise requires, the term "rights-of-way" as used in this Agreement refers only to rights-of-way owned or controlled by SWBT and does not include (a) cables and other telecommunications equipment buried or located on such rights-of-way, (b) public rights of way (which are owned by and subject to the control of governmental entities), or (c) any space which is owned and controlled by a third-party property owner and occupied by SWBT with permission from such owner rather than as a matter of legal right. As used in this Agreement, the term "right-of-way" may also include certain fee-owned or leased property acquired by SWBT for the specific purpose of installing poles, ducts, or conduits or burying underground cables which are part of SWBT's network distribution facilities.

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

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

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

3.42 State Commission. The term "State Commission" refers to the Oklahoma Corporation Commission.

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

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

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

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

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

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

ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

4.01 Scope of Agreement. This Agreement establishes the rates, terms, conditions, and procedures for access to SWBT's poles, ducts, conduits, and rights-of-way located within this State, without regard to whether such poles, ducts, conduits, or rights-of-way are located on public or private property; provided, however, that nothing contained in this Agreement shall be construed as a grant of access to any facilities which are not poles, ducts, conduits, or rights-of-way subject to the Pole Attachment Act or to any poles, ducts, conduits, rights-of-way, facilities, or property owned and controlled by parties other than SWBT. Separate tariffs or agreements, including other portions of the parties'

interconnection agreement, and not this Agreement, shall govern Applicant's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:

(a) SWBT's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from SWBT's central offices;

(b) controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

(c) ducts and conduits located within buildings owned by SWBT; and

(d) ducts, conduits, equipment rooms, and similar spaces located in space leased by SWBT from third-party property owners for purposes other than to house cables and other equipment in active service as part of SWBT's network distribution operations.

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

4.03 No Effect on SWBT's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in subsections (a)-(d) of this section, nothing contained in this Agreement or any license subject to this Agreement shall in any way affect SWBT's right to abandon, convey, or transfer to any other person or entity SWBT's interest in any of SWBT's poles, ducts, conduits, or rights-of-way.

(a) SWBT shall give Applicant no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way (1) to or in which Applicant has attached or placed facilities pursuant to this Agreement or (2) with respect to which Applicant has been assigned pole attachment or conduit occupancy space. The notice

shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

(b) SWBT represents that prior to the effective date of this Agreement, and prior to enactment of the Telecommunications Act of 1996, SWBT entered into one or more "joint use pole agreements" with electric utilities located in this State and that such agreements may require SWBT to transfer or convey poles to such electric utilities from time to time. Nothing contained in this Agreement shall abridge the rights of SWBT or any electric utility under any contract executed prior to the effective date of this Agreement. In the event of any transfer or conveyance of poles to an electric utility pursuant to such a joint pole agreement, SWBT will, at Applicant's request, provide Applicant and the transferee utility with such information as may be necessary to minimize any burdens to Applicant which may arise out of or in connection with the transfer or conveyance.

(c) Transfers of SWBT's poles, ducts, conduits, and rights-of-way shall be subject to Applicant's rights at the time of transfer. Applicant shall, at the request of SWBT or the transferee, provide SWBT or the transferee with all information required to assess Applicant's rights, post-transfer intentions with respect to continued occupancy, and willingness to negotiate new rates, terms, and conditions of access. Applicant shall not unreasonably refuse to negotiate with the transferee. If the transferee itself is a local exchange carrier or other utility subject to the Pole Attachment Act, Applicant shall, at the request of the transferee, negotiate in good faith new rates, terms, and conditions of access.

(d) Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with SWBT or to any entity which acquires or succeeds to ownership of substantially all of SWBT's assets shall be subject to Applicant's rights under this Agreement and licenses subject to this Agreement.

4.04 <u>No Effect on SWBT's Rights to Manage its Poles, Ducts, Conduits, and Rights-of-Way</u>. Subject to Applicant's rights under this Agreement and applicable federal and state laws, rules, regulations, and commission orders, including, but not limited to, 47 C.F.R. §1.1403 (requiring 60 days' notice of contemplated modifications), SWBT may (a) locate, relocate, move, replace, modify, maintain, and remove all poles, ducts, conduits, and rights-of-way subject to this Agreement at any time and in any manner as SWBT deems appropriate and (b) enter into new agreements or arrangements with other persons or entities permitting them to attach facilities to SWBT's poles or place facilities in or on SWBT's ducts, conduits, or rights-of-way.

4.05 No Right to Interfere. Except to the extent expressly provided by the provisions of this Agreement, the provisions of this Agreement shall not be construed as authorizing either party to this Agreement, or persons acting on their behalf, to rearrange or interfere in any way with (a) the facilities of the other party or joint users, (b) the use of or access to such facilities by the other party or joint users, or (c) the ability of either party or joint users to conduct normal business operations, serve their respective customers, or avail themselves of new business opportunities.

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

4.07 DISCLAIMER OF WARRANTIES. SWBT MAKES NO REPRESENTATIONS THAT SWBT'S POLES, DUCTS, CONDUITS, OR RIGHTS-OF-WAY ARE SUITABLE FOR APPLICANT'S INTENDED USES. SWBT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THIS AGREEMENT, SWBT MAKES NO IMPLIED WARRANTIES OF ANY KIND.

4.08 Third-party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

5.01 Public Rights-of-Way. SWBT and Applicant agree that neither party has the right to restrict or interfere with the other party's lawful access to and use of public rights-of-way, including public rights-of-ways which pass over property owned by either party. Except as otherwise specifically provided in this Agreement, SWBT and Applicant shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body.

5.02 Private Rights-of-Way Not Owned or Controlled by Either Party. SWBT and Applicant agree that neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Subject to the procedures set forth in Section 5.04 below, each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

5.03 Access to Rights-of-Way Generally. Each pole attachment and conduit occupancy assignment or license made, issued, or subject to this Agreement shall include access to and use of all associated rights-of-way including, but not limited to, rights-of-way required by Applicant for ingress, egress, or other access to any sites where SWBT's poles or any part of SWBT's conduit system are located, but only to the extent, if any, that SWBT has the legal authority to grant such access and use. At locations where SWBT has access to third-party property pursuant to non-exclusive rights-of-way, SWBT shall not interfere with Applicant's negotiations with third-party property owners for similar access or with Applicant's access to such property pursuant to easements or other rights-of-ways obtained by Applicant from the property owner; provided, however, that neither party shall conduct activities on such right-of-way which interfere with the facilities of the other party or with the other party's access to and use of its own facilities. At locations where SWBT has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, SWBT shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and third parties on a nondiscriminatory, first-come, first-served basis, provided that the underlying agreement with the property owner permits SWBT to provide such access, and provided further that Applicant agrees to indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim, or liability arising out of or in connection with such access or use. Such access shall be granted, on a case-by-case basis, in the form of a license, sublicense, sub-easement, or other mutually acceptable writing. Except as otherwise agreed to by the parties, SWBT's charges for such access (obtained from SWBT rather than from the third-party property owner) shall include (a) a pro rata portion of the charges (including but not limited to one-time charges and recurring charges), if any, paid by SWBT to obtain the right-of-way plus (b) any other documented legal, administrative, and engineering costs incurred by

SWBT in obtaining the right-of-way and processing Applicant's request for access. Applicant's pro rata portion of the charge paid by SWBT shall be negotiated on a case-by-case basis and shall take into account the size of the area used by Applicant and the number of users occupying the right-of-way.

5.04 Special Procedures for Obtaining Access to Third-party Property. Although SWBT will afford access to rights-of-way owned or controlled by it and permit Applicant to utilize SWBT's rights-of-way to the extent that SWBT has legal authority to do so, Applicant acknowledges that SWBT may not own or control certain rights-of-way to the extent necessary to permit Applicant full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party property in those situations in which SWBT does not have authority to permit Applicant access or either party has a good faith belief that SWBT does not have such authority:

(a) Applicant will first attempt to obtain right-of-way directly from the property owner.

(b) If Applicant has the right of eminent domain under state law, Applicant will independently attempt to obtain the right-of-way it seeks through the exercise of that right.

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

5.05 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. SWBT will provide Applicant nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.03 and 5.04 above, to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. SWBT will place no restrictions on access to such rights-of-way that are more restrictive than those SWBT places on itself; provided, however, that neither party shall conduct activities on such rights-of-way which interfere with the facilities of the other party, with the privacy of communications carried over the other party's network, or with the other party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide

a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting Applicant access to such structures.

5.06 Access to Building Entrance Facilities, Building Distribution Facilities, and Equipment Rooms. The parties acknowledge that ownership and control of building entrance and distribution ducts, building entrance and distribution conduits, building entrance and building distribution space, equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and similar spaces will vary from location to location and that the respective rights of third-party property owners, tenants in buildings owned by third-party property owners, telecommunications carriers, cable television systems, and other providers of telecommunications services with respect to such ducts, conduits, and spaces must be determined on a case-by-case basis. Each party shall, when feasible, directly obtain from third-party property owners such access to building entrance and building distribution ducts, building entrance and building distribution conduits, building entrance and distribution space, equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and other similar areas as may be needed by such party to serve the building owner and tenants located within buildings owned by third parties or to access other space in the building occupied or to be occupied by such party. In those situations in which Applicant cannot obtain from the building owner access on terms satisfactory to Applicant, Applicant may request access from SWBT as provided in Sections 5.03-5.04 of this Agreement; provided, however, that a separate, building-specific notice of intent to occupy under Section 8.02(b) or license application under Section 9.02, including such additional information as may be necessary to identify the space to be occupied and the facilities to be placed in such space, shall be required for access to the facilities and space subject to this section. Any such notice or application shall conspicuously note on its face that access to building entrance or building distribution facilities or space is being sought. Applicant acknowledges that SWBT must, before providing access to building space and facilities located on or within third-party property, review applicable legal documents and physical arrangements relating to the property, including physical arrangements within the building. Upon completion of that review, SWBT will notify Applicant whether Applicant's request can be granted under this Agreement, will require access arrangements under a tariff or other applicable agreement, or will require other special handling (e.g., direct negotiations with the third-party property owner). Pending such notice, Applicant may not occupy any duct, conduit, or space subject to this section pursuant to Section 8.03 without SWBT's express written consent but may exercise occupancy rights obtained directly from the building owner. If SWBT has lawful authority to provide such access and is required by the Pole Attachment Act to do so, SWBT shall provide Applicant access under this Agreement. Such access shall be negotiated on a case-by-case basis taking into account any special legal, technical, security, or construction considerations applicable to the ducts, conduits, or space which Applicant seeks to access. Such access, when provided, shall only include access to ducts, conduits, and available space (as distinguished from access to cables and other equipment not subject to the Pole Attachment Act). Such access shall be subject to such

reasonable terms and conditions as may be appropriate to protect the equipment and other property of the parties and third parties, the reliability of the parties' networks and the networks of third parties, and the privacy of communications carried over the parties' networks and networks of third parties.

(a) Applicant's access, if any, to building entrance ducts and building entrance conduits entering SWBT-owned buildings (including but not limited to central offices) and access, if any, to other building entrance and building distribution facilities and space located within such buildings shall be arranged under and shall be subject to tariffs, agreements, and, if applicable, commission or court orders establishing such access rights rather than this Agreement.

(b) Applicant's access to and use of building entrance ducts, building entrance conduits, building entrance space, and other building entrance facilities owned and controlled by third-parties shall be obtained by Applicant through direct negotiations between Applicant and the third-party property owners who own and control access to such facilities. If SWBT owns a building entrance duct, building entrance conduit, or other building entrance space, or if SWBT has sufficient control over a building entrance duct, building entrance conduit, or other building entrance space to permit other telecommunications carriers or cable television systems to have access to such ducts, conduits, or space without approval or consent from the third-party property owner, SWBT shall, if adequate capacity is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and other telecommunications carriers and cable television systems on a nondiscriminatory, first-come, first-served basis; provided, however, that Applicant agrees to indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim or liability arising out of or in connection with Applicant's access to or use of such building entrance ducts, building entrance conduits, or other building entrance space. Such access shall be granted, on a case-by-case basis, in the form of a license, sublicense, easement, sub-easement, or other mutually acceptable writing and shall not include access to or the right to use SWBT's cables or other SWBT telecommunications equipment occupying such ducts, conduits, or space. Except as otherwise agreed to by the parties, SWBT's charge for such access (obtained from SWBT rather than from the third-party property owner) shall include (1) a pro rata portion of all charges (including but not limited to one-time charges and recurring charges), if any, paid by SWBT to obtain the building entrance duct, building entrance conduit, or building entrance space and (2) any other documented legal, administrative, engineering and construction costs incurred by SWBT to obtain such duct, conduit, or

space, process Applicant's request for access, or prepare the facilities for Applicant's occupancy or use. SWBT's charges to Applicant under this subsection shall be calculated and negotiated on a case-by-case basis.

(c) Applicant's access to and use of building distribution ducts, building distribution conduits, building distribution space, and other building distribution facilities owned and controlled by third-parties shall be obtained by Applicant through direct negotiations between Applicant and the third-party property owners who own and control access to such facilities. If SWBT owns a building distribution duct, building distribution conduit, or other building distribution space, or if SWBT has sufficient control over a building distribution duct, building distribution conduit, or other building distribution space to permit other telecommunications carriers or cable television systems to have access to such duct, conduit, or space without approval or consent from the third-party property owner, SWBT shall, if adequate capacity is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and other telecommunications carriers and cable television systems on a nondiscriminatory, first-come, first-served basis; provided, however, that Applicant agrees to indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim or liability arising out of or in connection with Applicant's access to or use of such building distribution ducts, building distribution conduits, or other building distribution space. Such access shall be granted, on a case-by-case basis, in the form of a license, sublicense, easement, sub-easement, or other mutually acceptable writing and shall not include access to or the right to use SWBT's cables or other SWBT telecommunications equipment occupying such ducts, conduits, or space. Except as otherwise agreed to by the parties, SWBT's charges for such access (obtained from SWBT rather than from the third-party property owner) shall include (1) a pro rata portion of all charges (including but not limited to one-time charges and recurring charges) paid by SWBT to obtain the building distribution duct, building distribution conduit, or building distribution space and (2) any other documented legal, administrative, engineering costs and construction costs incurred by SWBT to obtain such duct, conduit, or space, process Applicant's request for access, or prepare the facilities for Applicant's occupancy or use. SWBT's charges to Applicant under this subsection shall be calculated and negotiated on a case-by-case basis.

(d) Access to equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and similar areas located in buildings owned and controlled by third-parties shall be subject to access as provided in subsection (c); provided, however, that when any such room or space is leased to SWBT on an exclusive basis (as may be the case if

the room or space will be used to house remote switching equipment, pair gain equipment, or other network equipment used to provide or support telecommunications services to customers at locations outside the building in which such room is located), access, if any, shall be also subject to facilities collocation tariffs, agreements, or arrangements.

(e) Nothing contained in this section shall be construed as authorizing Applicant to occupy space owned or controlled by third parties or to utilize third-party facilities or property without permission or authority from the owner of such property, where such permission or authority is required. Neither this section nor any license or permission granted under or subject to this section shall be construed as a representation by SWBT to Applicant that Applicant has the right to have access to or occupy any duct, conduit, or space owned and controlled by a third-party property owner or to utilize any telecommunications equipment owned or controlled by SWBT or any third party (including but not limited to owner- or tenant-owned cables, wires, and equipment located on the customer side of any network interface device).

(f) If Applicant has been granted access to a building entrance or building distribution duct, conduit, or space pursuant to this section, Applicant shall, at SWBT's request, relinquish such access to SWBT if it is subsequently determined that Applicant's use of such space will preclude SWBT from meeting carrier- or provider-of-last-resort obligations to customers on the premises affected.

ARTICLE 6: SPECIFICATIONS

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

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

6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines SWBT applied to itself as of January 1, 1996, and consistent with considerations of safety, reliability, and sound engineering practice, SWBT will permit Applicant at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension

arms or stand-off brackets on poles; and (c) building conduit branches into SWBT's conduit systems. Applicant acknowledges that use of the above techniques will be rare, will be permitted only on a case-by-case basis, and must be performed in a manner which does not jeopardize the structural integrity of SWBT's facilities, the safety of personnel working on or in SWBT's poles, ducts, or conduits, and does not render unusable other available space on the pole or in the duct or conduit. Except as otherwise agreed to by the parties in writing, extension arms or stand-off brackets, if utilized, shall be installed as make-ready work in accordance with SWBT's specifications and at Applicant's expense. Once installed, extension arms and stand-off brackets shall become part of the pole and shall be owned by SWBT. Unused capacity on any such extension arms or stand-off brackets shall be deemed "available" (as defined in Section 3.07) for assignment.

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

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

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

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

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

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

shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Nothing contained in subsection (a) shall be construed as precluding Applicant or qualified personnel acting on Applicant's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placement and splicing of Applicant's cable.

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

developed by Applicant and SWBT, of mutually agreed contractors qualified to perform such work. Work performed by an authorized contractor selected by Applicant to perform work under this subsection shall be performed in accordance with both parties' specifications and in accordance with both parties' standards and practices. Each party shall indemnify, on request defend, and hold the other party harmless from any injuries, losses, damages, claims, or liabilities resulting from the performance of work by the indemnifying party or by persons acting on the indemnifying party's behalf under this subsection.

(d) SWBT will have the option to monitor the entrance and exit of Applicant's facilities into SWBT's conduit system and the physical placement of Applicant's facilities in and removal of such facilities from any part of SWBT's conduit system. Notice requirements for such monitoring are addressed in Section 6.11 of this Agreement.

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

6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. Except as otherwise specifically provided in this Agreement, Applicant shall be responsible for selecting the employees and contractors who will perform work on Applicant's behalf on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Applicant, its contractors, subcontractors, and other vendors acting on Applicant's behalf shall also be responsible for selecting the personnel who perform work on Applicant's behalf at such sites, directing the work performed by such personnel, compensating their respective employees, and complying with all applicable laws, rules, regulations, and agency orders relating to withholding taxes, social security taxes, and other employment-related taxes. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of SWBT, Applicant and joint users, to protect the health and safety of persons working on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way, to assure the financial responsibility of all persons and entities performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way, and to protect the public at large. The requirements of this section (other than the provisions of subsection (h)) shall be reciprocal and shall apply to SWBT and personnel acting on SWBT's behalf to the same extent they apply to Applicant.

(a) Contractors, subcontractors, and other vendors, including authorized contractors, performing work on Applicant's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way shall meet the same financial responsibility (insurance and bonding) requirements generally applicable to contractors, subcontractors, and vendors performing work on SWBT's behalf on, within, or in the vicinity of such poles, ducts, conduits, or rights-of-way. SWBT shall advise Applicant of SWBT's requirements and any changes in such requirements. Applicant shall be solely responsible for assuring compliance with such requirements by contractors, subcontractors, and other vendors acting on Applicant's behalf and shall be liable to SWBT for any injury, loss, or damage suffered by SWBT as a result of its failure to do so.

(b) Only properly trained persons shall work on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Applicant shall be responsible for determining that all such persons acting on Applicant's behalf have proper training.

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

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

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

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

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

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

work activities and it is later determined that there was no reasonable basis for the work suspension, SWBT shall reimburse Applicant for actual costs resulting from the delay.

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

(j) Applicant and persons acting on Applicant's behalf are encouraged to report unsafe conditions on, within, or in the vicinity of SWBT's poles or conduit system to SWBT.

(k) Applicant shall establish sufficient controls and safeguards to assure compliance with all provisions of this section.

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

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

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

(c) Personnel performing work within or in the vicinity of SWBT's conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools,

unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

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

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

(f) Manhole pumping and purging required in order to allow Applicant's work operations to proceed shall be performed by Applicant or its contractor in accordance with the requirements of Sections 6.14 and 6.15 of this Agreement.

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

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

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

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

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

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

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

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

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

(a) Applicant will notify SWBT not less than 48 hours in advance before entering SWBT's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed. As a courtesy, Applicant shall, when feasible, provide SWBT with 10 working days advance notice before entering SWBT's conduit system. SWBT shall, within 10 working days after the effective date of this Agreement, advise Applicant of the manner in which notices required by this section shall be given.

(b) An authorized employee or representative of SWBT may be present as a construction inspector at any time when Applicant or personnel acting on Applicant's behalf enter or perform work within SWBT's conduit system. Such inspectors may inspect the performance and quality of the work and monitor the work for compliance with the terms, conditions, and specifications of this Agreement or, in the case of facilities modification, capacity expansion or make-ready work, the plans and specifications of the facilities modification, capacity expansion, or

make-ready project. When SWBT inspectors are present, Applicant and its contractors shall have sole authority, responsibility, and control over the method or manner by which the work is to be performed. SWBT's inspectors may call violations to Applicant's attention but shall have no authority to direct or advise Applicant or personnel acting on Applicant's behalf concerning the method or manner by which the work is to be performed; provided, however, that nothing contained in this subsection shall relieve Applicant from complying with any requirements of this Agreement.

(c) The parties contemplate that Applicant may need to perform operations in SWBT's conduit system other than during normal business hours and may on occasion require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, Applicant shall notify SWBT as soon as is reasonably possible of its intent to enter and perform work in the conduit system and SWBT shall not, without due cause and justification, insist on literal compliance with scheduling requirements of subsection (a). SWBT will establish procedures enabling SWBT to receive notices from Applicant under this subsection 24 hours a day, seven days a week.

(d) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.

(e) Applicant shall reimburse SWBT for costs associated with the presence of construction inspectors only as specified in APPENDIX I and only as permitted by applicable laws, rules, regulations, and commission orders. SWBT shall not charge Applicant for more than one such construction inspector per site at any given time.

(f) If the presence of SWBT personnel at the site is requested by Applicant or, in Applicant's opinion, is integral to successful completion of the work, Applicant shall pay the costs of having such personnel present.

6.12 <u>OSHA Compliance</u>. The parties agree that:

(a) facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

(b) all persons acting on such party's behalf shall, when working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, comply with OSHA and all rules and regulations thereunder; and

(c) Applicant shall establish appropriate procedures and controls to assure compliance with all requirements of this section.

6.13 Hazardous Substances. Applicant acknowledges that, from time to time, hazardous substances (as defined in Section 3.19 of this Agreement) may enter SWBT's conduit system and accumulate in manholes or other conduit facilities and that hazardous substances may be present at other sites where SWBT's poles, ducts, conduits, or rights-of-way are located.

(a) Applicant may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to Applicant as Applicant may deem necessary to determine the presence at such sites of hazardous substances. SWBT will assist Applicant, at Applicant's request and expense, in the performance of such inspections and tests.

(b) SWBT makes no representations to Applicant or personnel performing work on Applicant's behalf that SWBT's poles, ducts, conduits, or rights-of-way will be free from hazardous substances at any particular time. Before entering a manhole or performing any work within or in the vicinity of SWBT's conduit system or any other site subject to access under this Agreement, Applicant or personnel acting on Applicant's behalf shall independently determine, to their satisfaction, whether such hazardous substances are present and conduct their work operations accordingly.

(c) Each party shall promptly notify the other of hazardous substances known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to Applicant pursuant to this Agreement if, in the sole judgment of such party, such hazardous substances create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.

(d) Nothing contained in this Agreement (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws. Nothing contained in this

Agreement shall be construed as relieving SWBT of liability for hazardous substances present at any site subject to this Agreement or as relieving either party of liability for introducing hazardous substances to the site or causing or contributing to the release of any such substances. Failure to comply with the requirements of this section may, however, be considered in determining issues relating to negligence, causation of injury, and comparative responsibility for injuries to persons, property, and the environment.

6.14 Compliance with Environmental Laws and Regulations. Applicant and SWBT agree to comply with the following provisions relating to compliance with environmental laws and regulations.

(a) Facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way following the effective date of this Agreement shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws.

(b) All persons acting on Applicant's or SWBT's behalf, including but not limited to the parties' employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations. Applicant and personnel acting on Applicant's behalf are expected to be familiar with their obligations under environmental laws such as the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

(c) The parties shall each establish appropriate procedures and controls to assure compliance with all requirements of this section.

(d) From and after the effective date of this Agreement, neither party nor personnel acting on either party's behalf shall discharge or release hazardous substances onto or from the site of any SWBT pole, duct, conduit, or right-of-way. Neither Applicant nor SWBT nor personnel acting on either party's behalf shall discharge water or any other substance from any SWBT manhole or other conduit facility onto public or private property, including but not limited to any storm water drainage system, without first determining that such discharge would not violate any environmental law, create any environmental risk or hazard,

or damage the property of any person. Applicant will be expected to test such water or substance for hazardous substances in accordance with then-applicable SWBT standards and practices.

(e) Applicant and SWBT and all personnel performing work on Applicant's or SWBT's behalf shall, when working on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way, comply with such additional standards, practices, and requirements as SWBT may from time to time adopt to comply with environmental laws, provided that such standards are communicated in writing to Applicant at least 60 days in advance of Applicant's work.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). Facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, licenses or the like). Applicant and SWBT shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.

6.16 Differences in Specifications. To the extent that there may be differences in the specifications, the most stringent specification will apply except as otherwise specifically provided by SWBT in writing. Applicant will consult with SWBT when Applicant is uncertain as to which specification is to be followed.

6.17 Responsibility for the Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from SWBT's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS

7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of Applicant's applications for access to SWBT's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, SWBT's

primary point of contact shall be the Utility Liaison Supervisor identified in APPENDIX VIII. Designation of primary points of contact pursuant to this section will not affect notice requirements or other legal requirements set forth in other provisions of this Agreement.

7.02 Determinations by Applicant of Suitability and Availability. Applicant shall make its own, independent assessment of the suitability of SWBT's poles, ducts, conduits, and rights-of-way for Applicant's intended purposes.

7.03 Access to Records Relating to SWBT's Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to SWBT's poles, ducts, conduits, and rights-of-way will be made available to Applicant for planning and other purposes. Access to such records and information will be conditioned on Applicant's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement attached to this Agreement as APPENDIX V or such other nondisclosure agreement as shall be mutually acceptable to the parties, and no person acting on Applicant's behalf will be granted access to such records and information without first signing such a nondisclosure agreement. Applicant will reimburse SWBT for all reasonable costs incurred by SWBT in granting Applicant's requests for access to records and information under this section.

(a) Applicant may, at any time after the effective date of this Agreement, request permission to inspect SWBT's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space. Applicant will be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the parties. Access to such maps and records will be by appointment only, and SWBT will make such maps and records available for inspection by Applicant on two business days advance notice; provided, however, that Applicant will, as a courtesy, when feasible, provide SWBT with 10 business days advance notice of its intent to examine such records.

(b) The access described in subsection (a) shall include the right to make copies, at Applicant's expense, except for cable plat maps, which shall be made available for inspection only. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to other cable-specific or customer-specific information, Applicant's copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes (e.g., proposing cable consolidations and identifying plant

discrepancies) and not for sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Applicant's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, and rights-of-way for Applicant's intended uses.

(c) SWBT will provide Applicant the best information available from SWBT's current pole and conduit maps and records, cable plat maps, and other outside plant and construction records. SWBT represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

(1) the exact location of the facilities depicted;

(2) the physical size, characteristics, or condition of the facilities depicted;

(3) the ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;

(4) the arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of SWBT's conduit system; and

(5) other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of Applicant's facilities or that the poles, ducts, or conduits depicted are suitable for Applicant's intended use.

7.04 Pre-occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way. Applicant shall be permitted to view and inspect specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis as provided in this section.

(a) After the effective date of this Agreement, Applicant may view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude Applicant from visually inspecting SWBT's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to Applicant without SWBT's permission.

(b) Applicant shall not enter any SWBT manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Agreement, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.01 Selection of Space. Applicant will select the space Applicant will occupy on SWBT's poles or in SWBT's conduit systems. Applicant's selections will be based on the same criteria SWBT applies to itself. To enable Applicant to make such selections in accordance with SWBT's criteria, SWBT will provide Applicant information about the network guidelines and engineering protocols used by SWBT in determining the placement of facilities on SWBT's poles and in SWBT's conduit systems. In conduit systems owned or controlled by SWBT, maintenance ducts (as defined in Section 3.25) shall not be considered available for Applicant's use except as specifically provided elsewhere in this Agreement. All other ducts, inner ducts, sub-ducts, and partitioned conduits which are not assigned or occupied shall be deemed available for use by SWBT, Applicant, and third parties entitled to access under the Pole Attachment Act.

8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space selected by Applicant will be assigned to Applicant as provided in this section. Information received by SWBT in connection with this section shall be subject to the provisions of Article 28 of this Agreement (Confidentiality of Information).

(a) After Applicant's application for a pole attachment or conduit occupancy license has been received by SWBT, the pole, duct, and conduit space selected by Applicant in such application will be assigned to Applicant for a pre-occupancy period not to exceed 12 months. The assignment (and date and time of assignment) will be logged and recorded in the appropriate SWBT records. If such space has been provisionally assigned to Applicant as authorized below in subsection (b), the 12-month pre-occupancy assignment period will begin on the date the provisional assignment is recorded in SWBT's records or the date of SWBT's receipt of Applicant's notice of intent to occupy under subsection (b), whichever date first occurs.

(b) SWBT shall, within 60 days after the effective date of this Agreement, adopt interim procedures which will enable pole, duct, and conduit space to be provisionally assigned to Applicant and other applicants prior to the submission of formal applications required pursuant to Section 9.02 of this Agreement. Where indicated below, the interim procedures will apply to the assignment of space to SWBT as well as to Applicant and

other applicants. SWBT may, on 60 days advance notice to Applicant, revise such interim procedures if such procedures prove to be unworkable, in which event Applicant may challenge SWBT's decision in accordance with procedures available to Applicant under applicable federal and state laws and regulations. The procedures will enable Applicant and other applicants, by written notice, to advise SWBT of their intent to occupy unassigned space which appears, from SWBT's records, to be available for assignment. Upon receipt of such notice, SWBT shall date-and-time stamp the notice and provisionally assign the space selected by Applicant or such other applicant by logging and recording the assignment (and date and time of assignment) in the appropriate SWBT records, which records will be available for inspection as provided in Section 7.03 of this Agreement. Space provisionally assigned to Applicant or such other applicant will not be available for assignment to any other person or entity, including SWBT. Notwithstanding such provisional assignment, Applicant shall not occupy such space without first obtaining a license, except as provided in Section 8.03. The following additional requirements shall apply.

(1) Before giving SWBT notice of its intent to occupy unassigned space, Applicant shall make a good faith determination that it actually plans to occupy such space. The assignment process shall not be used by either party for the purpose of holding or reserving space which such party does not plan to use or for the purpose of precluding SWBT or any other person or entity from utilizing or having access to SWBT's poles, ducts, conduits, or rights-of-way.

(2) With respect to unassigned conduit occupancy space, the notice must include all information required to enable SWBT and joint users, including other persons or entities which may from time to time seek space in the same ducts and conduits, to determine the specific space which Applicant desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(i) the specific conduit sections, and each manhole, to be occupied;

(ii) the number of ducts, and number of inner ducts, to be occupied by Applicant within each conduit section;

(iii) the physical size (diameter) of the cables to be placed in such duct, if known, or the maximum and minimum sizes of the cables which may be placed if more than one size cable is being considered for the space to be occupied;

(iv) the anticipated use by Applicant of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;

(v) Applicant's best estimates of the dates when Applicant plans to begin and complete construction at the sites specified in the notice;

(vi) if applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Agreement; and

(vii) if applicable, a conspicuous statement, as required by Section 5.06 of this Agreement, that the notice pertains to a building entrance or building distribution duct or conduit or other space within a building.

(3) With respect to unassigned pole space, such notice must include all information required to enable SWBT and other joint users, including other persons or entities seeking space on the same poles, to determine the specific space which Applicant desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(i) the specific poles to be occupied;

(ii) the specific space on each pole to be occupied, including the height (distance from the ground) of the attachment and the side (road or field) where the attachment is to be made;

(iii) the anticipated number and types of cables to be attached, together with the anticipated physical size (diameter) and weight (weight per foot) of such cables, and the anticipated number and types of strands, if any, to be used to support the cables, such information to be sufficient to give notice to SWBT and other joint users of the remaining space on the pole available and what facilities modification, capacity expansion, or make-ready work may be required of subsequent applicants as a result of the provisional assignment of space to Applicant;

(iv) the anticipated use by Applicant of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;

(v) Applicant's best estimates of the dates when Applicant plans to begin and complete construction at the sites specified in the notice; and

(vi) if applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Agreement.

(4) No later than 30 days after giving such notice, Applicant shall file an application under Section 9.02 or the provisional assignment will lapse.

(5) As stated in Section 7.03(c), SWBT does not represent that its records accurately reflect the information necessary to enable Applicant to rely upon a records-based assignment process. SWBT shall have no duty to verify that space provisionally assigned pursuant to this subsection is actually available.

(c) Assignments made prior to the issuance of a license will be provisional assignments and will be subject to modification if it is subsequently determined that the space selected by or assigned to Applicant is already occupied or that a different assignment is required to comply with SWBT's standards for assigning pole, duct, and conduit occupancy space.

(d) Applicant's obligation to pay semiannual pole attachment or conduit occupancy fees will commence from the date of assignment or provisional assignment, as logged and recorded in the appropriate SWBT records.

(e) During the 12-month assignment period following the date space is assigned to Applicant and entered into the appropriate SWBT record, SWBT shall not occupy or use such space without Applicant's permission, shall not assign such space to any party other than Applicant, and shall not knowingly permit any party other than Applicant to occupy or use such space without Applicant's permission except as otherwise specifically provided in this Agreement. The assignment to Applicant will automatically lapse 12 months after the date the assignment has been entered into the appropriate SWBT record if Applicant has not occupied such assigned space within such 12-month period; provided, however, that if Applicant's failure to occupy the space within such 12-month period results from SWBT's failure to perform make-ready work on schedule, the parties shall negotiate a

single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of SWBT's make-ready work; and, provided further, that if Applicant can demonstrate that its failure to occupy the space within such 12-month period results from the actions of SWBT or third parties other than persons acting on Applicant's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date Applicant is first able to commence construction activities at the site involved. Assignments to third parties shall be subject to the same rules applicable to Applicant under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate SWBT records available for inspection under Section 7.03.

(f) SWBT may assign space to itself by making appropriate entries in the same records used to log assignments to Applicant and third parties. If SWBT assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate SWBT record if SWBT has not occupied such assigned space within such 12-month period; provided, however, that if SWBT's failure to occupy the space within such 12-month period results from the actions of Applicant or third parties other than persons acting on SWBT's behalf, or from acts of God, SWBT's assignment may be extended for a period no longer than three months from the date SWBT is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate SWBT records available for inspection under Section 7.03.

(g) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to either party under this section, the party to whom such space has been assigned will reimburse the person or entity incurring the costs for such facilities modifications, capacity expansions, or make-ready work if the party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.

(h) Except as provided in subsections (e)-(f) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables Applicant, SWBT, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

(i) At Applicant's election, Applicant may file an application for access which specifically requests that the space sought by Applicant not be assigned to Applicant immediately and not be recorded immediately in the SWBT records available for inspection by other telecommunications carriers, cable television systems, or other providers of telecommunications services under Section 7.03 of this Agreement. In that event, the space sought by Applicant will not be assigned to Applicant and will remain available for assignment to others without restriction until such time as such space is formally assigned to Applicant in accordance with Applicant's written instructions and the assignment is recorded in the records available for inspection under Section 7.03. The assignment shall be made no later than the date of issuance to Applicant of a license confirming that Applicant has the right to occupy the space described in the license. In the event that Applicant elects to proceed under this subsection, Applicant's obligation to pay pole attachment and conduit occupancy fees shall not commence until the date the assignment is recorded in the appropriate SWBT records and Applicant shall bear the risks that (1) the space sought by Applicant will be assigned to and occupied by another person or entity or (2) circumstances will occur which may require that SWBT reevaluate Applicant's application and repeat the field inspection portion of the pre-license survey at Applicant's expense.

(j) Notices and applications including assignment requests will be date- and time-stamped on receipt. Because space will be selected and further assignments made based on entries logged and recorded in the appropriate SWBT records, the date and time of assignment will be the date and time when the assignment is recorded rather than the date and time of receipt of the application or notice requesting such assignment. Although SWBT's clerical personnel will promptly process assignment requests included in applications and notices transmitted to SWBT by mail, courier, fax, or other transmission media, SWBT shall not be liable for any failure by Applicant to obtain the space desired by Applicant due to delay in logging assignment requests. Applicant acknowledges that, to maximize the probability that Applicant will be assigned the space Applicant desires, Applicant should, when possible, submit applications and notices including assignment requests in person to SWBT at the site where the applicable records are maintained and should countersign the entry reflecting the assignment and time of assignment.

8.03 Immediate Occupancy. SWBT shall, within 60 days after the effective date of this Agreement, adopt interim procedures which will provide Applicant the ability to attach or place facilities on or in SWBT's poles, ducts, conduits, and rights-of-way on an immediate basis when such space is available for Applicant's use and no make-ready

work or infrequent construction techniques or connectivity solutions are required. SWBT may, on 60 days advance notice to Applicant, revise or terminate such interim procedures if they prove to be unworkable, in which event Applicant may seek renegotiation of this Agreement or challenge SWBT's decision in accordance with procedures available to Applicant under applicable federal and state laws, regulations, and commission orders. The special procedures established under this section shall supplement, rather than replace, the regular assignment and licensing procedures set forth in Articles 8-10 of this Agreement, are intended to be used only under special circumstances (e.g., when the regular procedures allow insufficient time to meet customer service commitments or resolve non-routine construction or network contingencies), shall not be used on a routine basis, and shall be consistent with subsections (a)-(f) below.

(a) Upon giving SWBT the notice required by this subsection, Applicant may immediately occupy space assigned or provisionally assigned to Applicant pursuant to Section 8.02 of this Agreement. The notice shall be contained in either a notice of intent to occupy as provided in Section 8.02(b) or a license application under Section 9.02. Applicant shall not give such notice or occupy such space without first reviewing SWBT's records and determining that the records reflect that the space sought is available.

(b) Applicant shall not occupy space which has not been assigned or provisionally assigned to Applicant. The assignment must be recorded on the appropriate SWBT records, as provided in Section 8.02, prior to Applicant's occupancy. If Applicant subsequently determines that the records are inaccurate and that the space assigned to Applicant is not available, or that the space assigned is not suitable for Applicant's intended use, Applicant shall, within one business day, notify SWBT in writing that it no longer intends to occupy the space earlier assigned and is releasing the assignment. Except as otherwise provided in this subsection, Applicant shall not occupy other space on the pole or in the duct or conduit without first obtaining an assignment or provisional assignment of the space which Applicant will occupy. To avoid high or unusual expenditures resulting from unanticipated conditions at the site, Applicant may occupy space not assigned to Applicant subject to the following terms and conditions.

(1) Applicant may occupy the next available space shown on SWBT's records as available at the time of Applicant's last review of the records. Applicant shall not knowingly occupy space occupied by or assigned to SWBT or any third party without consent of the party to whom the space has been assigned.

(2) Within one business day after occupying such space, Applicant shall submit to SWBT a written notice of intent to occupy or an application for the space occupied showing the reason for Applicant's use of the space occupied.

(3) Applicant shall bear the risk that space occupied by Applicant pursuant to this section was assigned to SWBT or a third party during the period between Applicant's last review of the records and Applicant's occupancy of such space. After occupying space not previously assigned to Applicant, Applicant shall review the records and promptly notify the affected party if Applicant determines that it has occupied space assigned to such party. At the request of the party to whom such space has been assigned, Applicant shall, within 24 hours, or within such other period of time mutually agreed to by the parties affected, remove its facilities from the space in question if the parties affected cannot reach an acceptable alternative solution. SWBT and Applicant anticipate that all parties affected will act in good faith to work out acceptable solutions and that the parties affected will not insist on strict adherence to the 24-hour removal requirement unless there is a legitimate business need for compelling removal within such time period.

(4) SWBT shall be entitled to recover from Applicant actual costs, if any, directly incurred by SWBT as a result of Applicant's decision under this subsection to occupy space subject to a valid prior assignment to SWBT. Applicant shall indemnify, on request defend, and save SWBT harmless from any injury, loss, damage, liability, or claim asserted against SWBT by any third party resulting from Applicant's decision under this subsection to occupy space assigned to such third party.

(c) Nothing in this section authorizes Applicant to place its facilities on or in any pole, duct, or conduit space already occupied by the facilities of SWBT or a third party, even if the presence of such facilities is not reflected on SWBT's records.

(d) Nothing in this section authorizes Applicant, without first obtaining SWBT's written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by Applicant) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

(e) If Applicant has not done so already, within 24 hours after occupying space pursuant to this section, Applicant will submit to SWBT an application for the space occupied as provided in Section 9.02 of this Agreement. The application may be submitted by fax.

(f) Applicant will bear all risks resulting from the possibility that assigned space which appears from the records to be available is not available or in suitable condition to be used by Applicant and shall indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim, or liability (including but not limited to third-party claims) resulting from Applicant's occupancy of space in violation of this section.

ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS

9.01 Licenses Required. Except as otherwise specifically permitted in this Agreement, Applicant shall apply in writing for and receive a license before attaching facilities to specified SWBT poles or placing facilities within specified SWBT ducts, conduits, manholes, or handholes. License applications and information received by SWBT in connection with such applications shall be subject to the provisions of Article 28 of this Agreement (Confidentiality of Information).

9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Agreement, Applicant shall submit to SWBT two signed copies of the appropriate application forms. SWBT represents that the forms specified in subsections (a)-(b) are forms in use prior to the effective date of this Agreement and that SWBT is in the process of revising such forms to conform to the provisions of this Agreement and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) will be interim forms only. SWBT reserves the right to change the format and content of these forms upon 60 days written notice to Applicant.

(a) To apply for a pole attachment license, Applicant shall submit to SWBT two signed copies of SWBT's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9433 ("Pole Attachments"). An application for a pole attachment license will not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms will be deemed to be substantially complete if they contain the information specified in subsections (c)-(h) below, as applicable. Copies of Forms SW-9433 and SW-9434 are attached to this Agreement as parts of APPENDIX III.

(b) To apply for a conduit occupancy license, Applicant shall submit to SWBT two signed copies of SWBT's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9435 ("Conduit Occupancy"). An application for a conduit occupancy license will not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms will be deemed to be substantially complete if they contain the information specified in subsections (c)-(h) below, as applicable. Copies of Forms SW-9434 and SW-9435 are attached to this Agreement as parts of APPENDIX III.

(c) Each application for a license under this Agreement shall include, at a minimum, the following information:

(1) the poles, ducts, and conduits (including all manholes) along Applicant's proposed route to or within which Applicant desires to attach or place its facilities;

(2) a description of the facilities to be attached to SWBT's poles and a description of the facilities to be placed within each component of SWBT's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route;

(3) for poles, the proposed points of attachment;

(4) for building entrance or building distribution ducts or conduits or other space within a building, a conspicuous statement, as required by Section 5.06 of this Agreement, that the application pertains to a building entrance or building distribution duct or conduit or other space within a building;

(5) if applicable, a conspicuous notation that the space requested is not to be assigned (or billed) to Applicant until SWBT has received Applicant's written instruction to make such assignment or issued a license authorizing Applicant to occupy the space requested; and

(6) if applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Agreement.

(d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:

(1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);

(2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and

(3) sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to SWBT's poles or placed in SWBT's conduit system.

(e) When it appears to Applicant that facilities modification, capacity expansion, or make-ready work may be required to accommodate Applicant's access requests, Applicant shall describe the facilities modification, capacity expansion, or make-ready work which Applicant proposes. Applicant shall also describe its plans, if any, to use any infrequent construction technique or connectivity solution authorized under Section 6.03 to avoid high or unusual expenditures and state its reasons for the use of such technique or solution.

(f) Applicant acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SWBT, that it may be necessary for SWBT to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate Applicant's request for access to SWBT's poles and that, at the time an application is submitted, it may be difficult for Applicant to determine with certainty whether a particular pole is owned or controlled by SWBT or by another entity. Accordingly, the application shall, to the extent feasible, identify all poles utilized by SWBT (without regard to ownership) along Applicant's proposed route.

(g) Each application for a license under this Agreement shall be accompanied by a construction schedule showing Applicant's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by SWBT's engineering and outside plant construction personnel in scheduling work required to process Applicant's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate Applicant's facilities.

(h) Applicant may include multiple cables in a single license application and may provide multiple services (e.g., CATV and non-CATV services) under the same cable sheath or jacket. When both CATV and non-CATV services are provided under the same cable sheath or jacket, or CATV and non-CATV services are provided using different cables attached or lashed to the same strand or otherwise occupying the same space on a pole or the same duct or inner duct within a conduit, Applicant will so advise SWBT and SWBT shall, if permitted by law, adjust its charges to enable SWBT to charge Applicant the rate applicable to telecommunications carriers rather than the rate applicable to cable television systems solely to provide cable service.

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by Applicant and other firms seeking access to SWBT's poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between SWBT's

personnel and personnel acting on behalf of Applicant and other firms seeking access. The parties therefore agree to the following transitional procedures which will remain in effect during the term of this Agreement unless earlier modified by mutual agreement of the parties.

(a) Before submitting a formal written application for access to SWBT's poles, ducts, conduits, and rights-of-way, the firm submitting the application shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which the applicant does not plan to use or for the purpose of precluding SWBT or any other provider of telecommunications or cable television services from using such poles, ducts, conduits, or rights-of-way.

(b) Applicant shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and shall use its best efforts to submit applications in an orderly manner in accordance with Applicant's needs. If Applicant contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single SWBT construction district, Applicant shall give SWBT advance notice as promptly as is reasonably practicable.

(c) No more than 300 poles shall be the subject of any single pole attachment license application.

(d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.

9.04 Applicant's Priorities. When Applicant has multiple applications on file within a single SWBT construction district, Applicant shall, at SWBT's request, designate its desired priority of completion of pre-license surveys, facilities modifications, capacity expansions, and make-ready work with respect to all such applications.

9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by SWBT after Applicant has submitted its written license application as specified in Section 9.02 of this Agreement. SWBT shall not, without due cause and justification, repeat pre-occupancy survey work performed by Applicant.

(a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be

performed by SWBT or its authorized representative. Primary purposes of the field inspection will be to enable SWBT to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate Applicant's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SWBT's poles, ducts, conduits, rights-of-way, and associated facilities for Applicant's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work. SWBT may dispense with the field inspection if it appears that the information necessary to process Applicant's license application is already available from existing sources, including the application forms and such other information as may be available to SWBT. If Applicant, pursuant to Section 8.03, has occupied the space requested before the issuance of a license, a post-installation inspection of Applicant's facilities may be performed, in place of the field inspection portion of the pre-license survey, to determine whether such facilities are in compliance with the specifications of Article 6 and other provisions of this Agreement. In performing such inspection, SWBT will not, without due cause and justification, repeat pre-occupancy survey work performed by Applicant.

(b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by SWBT.

(c) Before performing any portion of the pre-license survey, SWBT shall obtain Applicant's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted. No authorization shall be required for post-installation inspections of Applicant's facilities when installation has occurred, pursuant to Section 8.03, before the issuance of a license.

ARTICLE 10: ISSUANCE AND DENIAL OF LICENSES (INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS, AND MAKE-READY WORK

10.01 Response Within 45 Days. Within 45 days of Applicant's submission of a license application pursuant to Section 9.02 of this Agreement, or within such other period of time as may be mutually agreed upon in writing by the parties, SWBT shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SWBT personnel involved in the processing of Applicant's request for access become aware of hazardous substances at the site requested by Applicant, SWBT shall promptly advise Applicant and shall, at Applicant's

request, discuss alternatives to denial and issues associated with the presence of such hazardous substances. Additional state-specific response and notice requirements, if any, shall be addressed by an addendum to this Agreement.

(a) If access is granted, SWBT shall, no later than 45 days after Applicant's submission of the license application, further advise Applicant in writing (1) what facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare SWBT's pole or conduit facilities, (2) provide Applicant an estimate of charges for such facilities modifications, capacity expansions, or make-ready work and (3) disclose to Applicant any hazardous substances known by SWBT to be present at the site.

(b) SWBT may take into account issues of capacity, safety, reliability, and engineering when considering requests for access, provided the assessment of such factors is done in a nondiscriminatory manner. If access is denied, SWBT shall confirm the denial in writing by the 45th day after the receipt by SWBT of Applicant's completed application. A denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If Applicant in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.

(c) Applicant agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, Applicant shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on SWBT of processing and responding to the application.

(d) Notwithstanding the 45-day deadline, SWBT will, pursuant to Section 8.03 of this Agreement, make available to Applicant for immediate occupancy any pole, duct, or conduit space which is not currently assigned, not designated as a maintenance duct, and not subject to applicable make-ready requirements.

(e) If SWBT fails to respond in writing within 30 days of SWBT's documented receipt of a license application pursuant to Section 9.02 of this Agreement, or within such other period of time as may be mutually agreed upon in writing by the parties, Applicant may by written notice inquire whether SWBT intends to deny Applicant's request for access. After such notice has been given and receipt by SWBT of a properly

submitted license application has been confirmed, SWBT's failure to respond in writing within 15 days after receipt of the notice shall be deemed to constitute approval of the request for access. In such event, Applicant shall be entitled to occupy the space requested without the formality of a license; provided, however, that nothing contained in this subsection shall authorize Applicant to occupy space already occupied or subject to a prior valid space assignment to SWBT or any third-party; and provided further that nothing in this subsection authorizes Applicant, without first obtaining SWBT's written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by Applicant) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. SWBT may grant access subject to Applicant's approval of such make-ready work (including facilities modifications) as may be required to expand capacity to accommodate Applicant's request, in which event Applicant shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SWBT does not offer to expand capacity and denies Applicant's request for access, SWBT shall promptly notify Applicant of such determination. SWBT shall not deny Applicant's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 (infrequent construction techniques and connectivity solutions).

(a) At Applicant's request, SWBT will replace, expand, or modify its poles and conduit system, or otherwise expand the capacity of such facilities to accommodate the placement of Applicant's facilities; provided, however, that such modifications shall be consistent with the capacity, safety, reliability, and engineering considerations which SWBT would apply to itself if the work were performed for SWBT's own benefit. Outside plant facilities modifications and capacity expansions contemplated by this subsection include, but are not limited to, installation of inner duct, cable consolidations and the removal of cables that are retired or inactive (dead). Except as otherwise specifically provided in this section, SWBT may recover from Applicant the costs of facilities modifications and capacity expansions to make space available for Applicant's facilities and charges for such modifications and expansions shall be determined and billed as provided in APPENDIX I of this Agreement.

(b) SWBT will, at its own expense, install inner duct in SWBT's conduit system as necessary to make space available for Applicant's facilities. Inner duct installations to accommodate Applicant's facilities will be

performed by SWBT within the same time intervals which would apply if SWBT were performing such installations for itself. If SWBT's intervals for beginning or completing inner duct installation do not meet Applicant's needs, Applicant may arrange for the inner duct installation to be performed by an authorized contractor selected by Applicant from a list, jointly developed and maintained by the parties, of contractors mutually approved as qualified to perform inner duct installations. Applicant may install the inner duct itself if Applicant is on the list of mutually approved contractors at the time the work is performed. When inner duct is installed in SWBT's conduit system by Applicant or an authorized contractor selected by Applicant, SWBT will provide the inner-ducting materials to be installed and Applicant shall bear all other installation expenses. Applicant shall give SWBT sufficient advance notice of the materials needed to enable SWBT to provide such materials to Applicant on a timely basis. Applicant shall return all unused materials, including unused inner duct and reels, to SWBT or purchase them from SWBT. Inner duct installed by Applicant or an authorized contractor selected by Applicant shall be installed in accordance with SWBT's specifications and in accordance with the same standards and practices which would be followed if the inner duct were being installed by SWBT or SWBT's contractors. Applicant shall indemnify, on request defend, and hold SWBT harmless for any injuries, losses, damages, claims, or liabilities directly resulting from the installation of inner duct by Applicant or any authorized contractor selected by Applicant under this subsection. Applicant shall not, without SWBT's prior written approval, arrange for inner duct installation to be performed by subcontractors who are not authorized contractors.

(c) SWBT shall, at its expense, remove cables that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e., cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, Applicant may, at its option, request that SWBT excavate the obstruction or, in the alternative, arrange for excavation of the obstruction to be performed by an authorized contractor selected by Applicant from a list, jointly developed and maintained by the parties, of contractors mutually approved as qualified to perform such excavations. Applicant may excavate the obstruction itself if Applicant is on the list of mutually approved contractors at the time the work is performed. Such excavations will be at Applicant's expense. Removal of the remainder of the cable will be at SWBT's expense. Excavation work performed by Applicant or an authorized contractor selected by Applicant shall be performed in accordance with SWBT's specifications and in accordance with the same standards and practices which would be

followed if such excavation work were being performed by SWBT or SWBT's contractors. Neither Applicant nor any authorized contractor selected by Applicant to perform excavation work under this subsection shall conduct facility excavation activities in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of the facilities. Applicant shall indemnify, on request defend, and hold SWBT harmless for any injuries, losses, damages, claims, or liabilities directly resulting from the performance of excavation work by Applicant or any authorized contractor selected by Applicant under this subsection. Applicant shall not, without SWBT's prior written approval, arrange for excavation work to be performed under this subsection by subcontractors who are not qualified contractors.

10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If, on the basis of Applicant's representations or SWBT's field inspection, if any, SWBT determines that no make-ready work is necessary to accommodate Applicant's facilities, SWBT will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to Applicant for immediate occupancy. Immediate occupancy prior to the issuance of a license shall be governed by Section 8.03.

10.04 Make-ready Work. If SWBT determines that make-ready work will be necessary to accommodate Applicant's facilities, SWBT shall promptly notify Applicant of the make-ready work proposed to enable the accommodation of Applicant's facilities.

(a) The notice shall be given in writing no later than 45 days after the receipt by SWBT of Applicant's completed application pursuant to Section 9.02 of this Agreement or within such other period of time as may be mutually agreed upon in writing by the parties.

(b) The notice will include SWBT's estimate of make-ready charges, which estimate shall be stated on SWBT Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of APPENDIX III.

(c) Applicant shall have 20 days (the "acceptance period") after receiving SWBT's estimate of make-ready charges to authorize completion of the make-ready work proposed by SWBT or to advise SWBT of its willingness to perform the proposed make-ready work itself. If Applicant advises SWBT that it is willing to perform the make-ready work proposed by SWBT in accordance with a design approved by SWBT, and SWBT's specifications, SWBT will not, without due cause and justification, refuse to accept Applicant's offer to perform the work.

Authorization shall be accomplished by Applicant's signing the estimate and returning it to SWBT within the 20-day acceptance period.

(d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by Applicant's signing the revised estimate and returning it to SWBT within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.

(e) If Applicant does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, Applicant shall notify SWBT in writing by the 20th day whether Applicant is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c) or electing to treat SWBT's make-ready requirements as a denial of access.

(1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, SWBT shall contact Applicant to determine whether Applicant intends to withdraw its application. Applicant shall be deemed to have withdrawn its application if, in response to SWBT's inquiry, Applicant does not immediately sign and return the estimate to SWBT.

(2) If Applicant timely notifies SWBT that it is electing to treat SWBT's make-ready requirements as a denial of access, SWBT shall, within 20 days after receiving the notice, provide Applicant with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting SWBT's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SWBT's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SWBT's make-ready proposals and specifically address SWBT's rationale for rejecting Applicant's alternative written proposals, if any.

10.05 Performance of Make-ready Work. Except as otherwise specifically provided in Section 10.02 and in this section, make-ready work shall be performed by SWBT or by contractors, subcontractors, or other persons acting on SWBT's behalf and shall be

performed by SWBT in accordance with the same time intervals which would be applicable if SWBT were performing the work for itself.

(a) Applicant and SWBT will mutually establish and maintain for each SWBT construction district lists of authorized contractors which may be selected by Applicant to perform make-ready work when SWBT's interval for beginning or completing such make-ready work does not meet Applicant's needs. At Applicant's request, Applicant will be included on such lists upon Applicant's demonstrating that (1) its personnel are qualified to perform such work in accordance with SWBT's specifications and (2) Applicant meets the financial responsibility (insurance and bonding) requirements generally applicable to contractors, subcontractors, and other vendors performing the same or similar work on SWBT's behalf or the self-insurance requirements of Section 23.02.

(b) If SWBT's interval for beginning or completing make-ready work does not meet Applicant's needs, Applicant may (1) perform the make-ready work itself, if Applicant is on the applicable list of authorized contractors at the time the work is to be performed or (2) arrange for the work to be performed by an authorized contractor selected by Applicant from the applicable list of authorized contractors. Subject to the availability of personnel, Applicant may also request that SWBT perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless Applicant first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.

(c) From time to time, additional contractors, subcontractors or other vendors may be jointly approved by Applicant and SWBT to perform specific make-ready work in the event that the work load exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.

(d) Make-ready work performed by Applicant, by an authorized contractor selected by Applicant, or by a contractor, subcontractor, or other vendor jointly approved by the parties under subsection (c) shall be performed in accordance with SWBT's specifications and in accordance with the same standards and practices which would be followed if such excavation work were being performed by SWBT or SWBT's contractors. Neither Applicant nor authorized contractors selected by Applicant to perform make-ready work under this section shall conduct such work in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of SWBT's

facilities. Applicant and any authorized contractor selected by Applicant to perform make-ready work shall indemnify, on request defend, and hold SWBT harmless from any and all injuries, losses, damages, claims, or liabilities directly resulting from their activities under this section.

(e) Nothing contained in this section authorizes Applicant, any authorized contractor selected by Applicant, or any other person acting on Applicant's behalf to consolidate SWBT's cables.

10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.

10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Applicant shall make arrangements with the owners of other facilities attached to SWBT's poles or occupying space in SWBT's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of Applicant's facilities to or in SWBT's poles, ducts, and conduits.

10.08 Reimbursement for the Creation or Use of Additional Capacity. As a result of facilities modification, capacity expansion, or other make-ready work performed to accommodate Applicant's facilities, additional capacity may become available on SWBT's poles or in its conduit system. In such event, Applicant shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any pole attachment or conduit occupancy fees subsequently paid to SWBT for the use of such additional capacity. SWBT shall, however, establish procedures for giving Applicant notice of the subsequent use by SWBT or third parties of additional space or capacity created at Applicant's expense. If SWBT utilizes additional space or capacity created at Applicant's expense, SWBT will reimburse Applicant on a pro-rata basis for SWBT's share, if any, of Applicant's capacity expansion costs, to the extent reimbursement is required by the Pole Attachment Act and applicable rules, regulations, and commission orders. If any third party later utilizes any such additional space or capacity, SWBT shall, at the request of Applicant or such third party, provide such information as may be available to SWBT to assist Applicant and such third party in determining the amount, if any, which such third party may owe Applicant as its pro-rata share of Applicant's capacity expansion costs. Nothing contained in this section shall be construed as conferring or imposing on SWBT any right or duty to determine the amounts owing by a third party to Applicant, to collect or remit any such amounts to Applicant, to resolve or adjudicate disputes over reimbursement between Applicant and third parties, to deny a third party access to SWBT's poles, ducts, conduits, or rights-of-way due to such third party's failure to satisfy Applicant's reimbursement demands, or to take any other action to enforce Applicant's reimbursement rights against any third party. In like manner, for additional capacity created by SWBT from and after the date of

enactment of the Telecommunications Act of 1996, SWBT shall be entitled to recover from Applicant and third parties, to the full extent permitted by law, their pro-rata shares of such capacity expansion costs incurred by SWBT. To the extent that either party seeks to avail itself of this cost-saving mechanism, such party shall be responsible for maintaining adequate records documenting the costs subject to reimbursement, including but not limited to costs incurred for facilities modification and capacity expansion work performed directly by such party or contractors performing work on such party's behalf.

10.09 License and Attachment. After all required make-ready work is completed, SWBT will issue a license confirming that Applicant may attach specified facilities to SWBT's poles or place specified facilities in SWBT's conduit system. Applicant shall have access to attach or place only those facilities specifically described in licenses subject to this Agreement, and no others, except as otherwise specifically provided in (a) Sections 8.03 and 12.03 or other provisions of this Agreement, (b) any other written agreement between the parties providing for such access, or (c) the provisions of any applicable tariffs or commission orders.

ARTICLE 11: CONSTRUCTION OF APPLICANT'S FACILITIES

11.01 Responsibility for Attaching and Placing Facilities. Each party shall be responsible for the actual attachment of its own facilities to SWBT's poles and the placement of such facilities in SWBT's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, each party and its contractors shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all personnel acting on such party's behalf while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

11.02 Construction Schedule. After the issuance of a license, Applicant shall provide SWBT with an updated construction schedule and thereafter keep SWBT informed of anticipated changes in the construction schedule. Construction schedules received by SWBT shall be subject to the provisions of Article 28 of this Agreement (Confidentiality of Information). Construction schedules required by this section shall include, at a minimum, the following information:

(a) The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

(b) The names of each contractor and subcontractor which will be involved in the construction activities;

(c) The estimated dates when construction will begin and end; and

(d) The approximate dates when Applicant or personnel working on Applicant's behalf will be performing construction work in connection with the attachment of Applicant's facilities to SWBT's poles or the placement of Applicant's facilities in any part of SWBT's conduit system.

ARTICLE 12: USE AND ROUTINE MAINTENANCE OF APPLICANT'S FACILITIES

12.01 Use of Applicant's Facilities. Each license subject to this Agreement authorizes Applicant to have access to Applicant's facilities on or within SWBT's poles, ducts, and conduits as needed for the purpose of serving Applicant's customers.

12.02 Routine Maintenance of Applicant's Facilities. Each license subject to this Agreement authorizes Applicant to engage in routine maintenance of facilities located on or within SWBT's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Applicant's facilities in any manner which results in Applicant's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Applicant's license.

12.03 Installation of Drive Rings and J-Hooks. Applicant may install drive rings and J-hooks on SWBT's poles for the attachment of drop wires as specified in this section.

(a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to Applicant.

(b) If attachment space has already been licensed to Applicant on a given SWBT pole, Applicant may install drive rings and J-hooks within the space assigned to Applicant (typically six inches above and six inches below Applicant's point of attachment on the pole if the point of attachment is in the center of the space assigned to Applicant) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in Applicant's licensed attachment space.

(c) Applicant's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to Applicant as provided in subsection (b) above; provided, however, that if attachment space already licensed to Applicant on a given SWBT pole is not adequate for Applicant's drive rings or J-hooks, Applicant may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks above or below Applicant's licensed attachment space as described in subsection (b) above. No additional attachment

charges shall apply with respect to drive rings and J-hooks installed outside Applicant's licensed attachment space as permitted in this subsection.

(d) If Applicant has not already been licensed attachment space on a given SWBT pole, Applicant may, when necessary, install drive rings and J-hooks to unassigned space on such pole without first obtaining a license for such attachment and shall, promptly following such installation, notify SWBT of the attachment. Such notification shall be made on a form to be developed by SWBT for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a pre-license survey or other inquiry by SWBT, and SWBT shall not be required to process the application, log the attachment as an assignment in its outside plant records, or issue a permanent license for the attachment unless specifically requested by Applicant to do so; provided, however, that a conditionally granted application under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this section or other provisions of this Agreement. Drive-rings and J-hooks installed pursuant to this subsection are pole attachments and charges for such attachments shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders.

(e) Notwithstanding the provisions of subsections (c)-(d) above, Applicant may not install drive rings and J-hooks in space assigned to SWBT or another joint user without the approval of SWBT or such other joint user and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent occupancy or use of space by SWBT or other joint users. If the presence of Applicant's facilities in space not assigned to Applicant will block or preclude the use of assigned or otherwise assignable space by SWBT or other joint users, Applicant shall, on SWBT's request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.

(f) SWBT may not install drive rings or J-hooks in space assigned to Applicant without Applicant's approval and shall, at Applicant's request, and at SWBT's expense, promptly relocate or, if necessary, remove, any drive rings or J-hooks installed in violation of this subsection. If SWBT drive rings or J-hooks have been installed in space subsequently assigned to Applicant, or if the presence of SWBT drive rings or J-hooks blocks or precludes the use of otherwise assignable

space on SWBT's poles, SWBT shall, at Applicant's request, relocate such facilities, if it is feasible to do so, as make-ready work.

(g) Applicant shall, at the request of SWBT or another joint user, at Applicant's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on SWBT's poles other than as permitted in this section.

12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including but not limited to SWBT, Applicant, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by SWBT. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

12.06 Information Concerning the Maintenance of Applicant's Facilities. Promptly after the issuance of a license, Applicant shall provide SWBT with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Applicant's facilities and shall thereafter notify SWBT of changes to such information. The manager responsible for routine maintenance of Applicant's facilities shall, on SWBT's request, identify any contractor, subcontractor, or other person performing maintenance activities on Applicant's behalf at a specified site.

ARTICLE 13: MODIFICATION OF APPLICANT'S FACILITIES

13.01 Notification of Planned Modifications. Applicant shall notify SWBT in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities

already attached to a SWBT pole or located in any SWBT duct or conduit. The notice shall contain sufficient information to enable SWBT to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Applicant's present license or requires a new or amended license. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of SWBT's poles, ducts, or conduits, and having no effect on the ability of SWBT or joint users to use or have access to SWBT's poles, ducts, conduits, or rights-of-way.

13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

(a) requires that Applicant occupy additional space on SWBT's poles (except on a temporary basis in the event of an emergency);

(b) requires that Applicant occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Agreement) in any SWBT duct or conduit except on a temporary basis in the event of an emergency;

(c) results in the facilities attached to SWBT's poles or placed in SWBT's ducts or conduits being different from those described as authorized attachments in Applicant's present application, current license, notice of intent to occupy, or license application and supplemental documentation

submitted to SWBT (e.g., different duct or size increase causing a need to recalculate storm loadings, guying, or pole class); or

(d) requires additional holding capacity on a permanent basis.

13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Agreement.

13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables. Applicant may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

13.05 Streamlined Procedures for the Issuance of Amended Licenses. SWBT may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of Applicant's facilities when it appears to SWBT that the proposed additions, relocations, replacements, or modifications will not require make-ready work by SWBT, will not interfere with SWBT's use of its poles, conduit systems, or facilities attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

ARTICLE 14: REQUIRED REARRANGEMENTS OF APPLICANT'S FACILITIES

14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in the First Interconnection Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.

14.02 Required Rearrangement of Applicant's Facilities. Applicant acknowledges that, from time to time, it may be necessary or desirable for SWBT to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or

reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by SWBT's own business needs or by factors outside of SWBT's control, such as the decision by a municipality to widen streets or the decision by a third party to seek access to SWBT's poles, ducts, conduits, or rights-of-way.

(a) Applicant agrees that Applicant will cooperate with SWBT and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by Applicant in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act, rules, regulations, and commission orders thereunder.

(b) Whenever feasible, SWBT shall give Applicant not less than 60 days prior written notice of the need for Applicant to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Applicant shall complete such rearrangements within the time prescribed in the notice; provided, however, that the date of removal may be extended upon request by Applicant, which request will not be unreasonably refused by SWBT, if Applicant advises SWBT of the reason for the need for the extension and proposes a reasonable completion date. SWBT may request that such modification be made within a shorter period of time, in which event Applicant shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:

(1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);

(2) the timeliness of SWBT's request to Applicant;

(3) the nature and number of rearrangements sought;

(4) the impact on the ability of the parties and joint users to meet customer service needs; and

(5) risks of service interruption to customers of the parties and joint users.

(c) Nothing contained in this article shall preclude Applicant from advising SWBT, within 60 days from the date of the notice, of its desire to add to

or modify its existing attachment.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly, and that it is highly desirable that all service providers utilizing SWBT's poles, ducts, conduits, and rights-of-way enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements, it is expected that disputes will be immediately resolved at the site by the affected parties present based upon the criteria set forth in Section 15.05 of this Agreement. The provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

(a) Nothing contained in this Agreement shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

(b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to SWBT, Applicant, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a person or entity using the maintenance duct for emergency repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.

(c) If necessary, other unoccupied ducts or inner ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct

and shall be subject to the rights of any party or joint user to whom such duct or inner duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information. For each SWBT construction district, Applicant shall provide SWBT with the emergency contact number of Applicant's designated point of contact for coordinating the handling of emergency repairs of Applicant's facilities and shall thereafter notify SWBT of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. As a courtesy, each party shall endeavor to notify the other party at the earliest practicable opportunity after discovering any condition on or in any of SWBT's poles, ducts, conduits, or rights-of-way requiring emergency repairs to the other party's facilities.

15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SWBT, Applicant, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

(a) Emergency service restoration work requirements shall take precedence over other work operations.

(b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

(c) SWBT shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by SWBT on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When either party reasonably believes that, due to the condition of the other party's facilities placed on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of either party, or either party's ability to meet its service obligations, either party may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities of the other party have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, either party may reattach them as provided in this section but shall not be obligated to do so.

(a) Before performing any corrective work involving facilities of the other party, SWBT or Applicant shall first attempt to notify the other party. After such notice has been given, the parties shall coordinate corrective work.

(b) When an emergency situation exists such that advance notice and coordination are not practicable, either party may perform corrective work without first giving notice to the other party and shall promptly notify the other party of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. Applicant will cooperate fully with SWBT when emergency pole replacements are required.

(a) When emergency pole replacements are required, SWBT shall promptly make a good faith effort to contact Applicant to notify Applicant of the emergency and to determine whether Applicant will respond to the emergency in a timely manner.

(b) If notified by SWBT that an emergency exists which will require the replacement of a pole, Applicant shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a SWBT replacement pole, the transfer shall be in accordance with SWBT's placement instructions.

(c) If Applicant is unable to respond to the emergency situation immediately, Applicant shall so advise SWBT and thereby authorize SWBT (or any joint user sharing the pole with SWBT) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Applicant's behalf.

15.08 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own

facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

(a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

(b) Applicant shall reimburse SWBT for the costs incurred by SWBT for work performed by SWBT on Applicant's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by SWBT are for work performed in part for Applicant and in part for SWBT and third parties, Applicant shall only reimburse SWBT for Applicant's share of the costs.

ARTICLE 16: INSPECTION BY SWBT OF APPLICANT'S FACILITIES

16.01 SWBT's Right to Make Periodic or Spot Inspections. SWBT shall have the right, but not the duty, to make periodic or spot inspections at any time of any or all facilities attached to SWBT's poles or placed within SWBT's poles, ducts, conduits, or rights-of-way. Inspections of Applicant's facilities may be conducted for the purpose of determining whether facilities attached to SWBT's poles or placed in SWBT's conduit system are in compliance with the terms of this Agreement and conform to licenses subject to this Agreement. Charges for inspections shall be allocated among all parties benefiting from the inspection in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders. When an inspection is conducted for the specific purpose of auditing or investigating Applicant's compliance with this Agreement, SWBT may charge Applicant for inspection expenses only if the inspection reflects that Applicant is in substantial noncompliance with the terms of this Agreement. If the inspection reflects that Applicant's facilities are not in compliance with the terms of this Agreement, Applicant shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify SWBT in writing when the facilities have been brought into compliance.

16.02 Report of Inspection Results. SWBT will provide Applicant the results of any inspection of Applicant's facilities performed under Section 16.01 of this Agreement.

16.03 Post-installation Inspections. This article does not apply to post-installation inspections performed as part of a pre-license survey in those cases when Applicant has occupied space on or in SWBT's poles, ducts, conduits, or rights-of-way prior to the issuance of a license pursuant to Section 8.03 of this Agreement.

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

17.01 Facilities to Be Marked. Applicant shall tag or otherwise mark all of Applicant's facilities placed on or in SWBT's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as Applicant's facilities.

17.02 Removal of Untagged Facilities. Subject to the provisions of subsections (a)-(d) of this section, SWBT may, without notice to any person or entity, remove from SWBT's poles or any part of SWBT's conduit system any untagged or unmarked facilities, including any such facilities owned or used by Applicant, if SWBT determines that such facilities are not the subject of a current license authorizing their continued attachment to SWBT's poles or occupancy of SWBT's conduit system and are not otherwise lawfully present on SWBT's poles or in SWBT's conduit system.

(a) Before removing any such untagged or unmarked facilities, SWBT shall first attempt to determine whether the facilities are being used by Applicant or any other firm, are authorized by any license subject to this Agreement, or are otherwise lawfully present on SWBT's poles or in SWBT's conduit system.

(b) SWBT shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.

(c) If the facilities appear to be facilities of Applicant described in a current license or application subject to this Agreement, or if the facilities appear to be facilities of Applicant otherwise lawfully present on SWBT's poles or in SWBT's conduit system, SWBT shall give written notice to Applicant requesting Applicant to tag or mark the facilities within 60 days and Applicant shall either tag the facilities within the 60-day period, advise SWBT in writing of its schedule for tagging the facilities, or notify SWBT in writing that it disclaims ownership of or responsibility for the facilities. If Applicant disclaims ownership of or responsibility for the facilities, Applicant shall disclose to SWBT the identity of the owner or other person or entity, if any, thought by Applicant to be responsible for the facilities.

(d) If the facilities appear to be facilities used by Applicant but not subject to a current license granted under this Agreement, the provisions of Sections 17.05-17.12 shall apply.

17.03 Verification That Presently Attached Facilities Are Subject to Existing Licenses. Applicant warrants and represents that, to the best of its information and belief, all

facilities presently owned or used by Applicant and attached to SWBT's poles or occupying space within any part of SWBT's conduit system in this State have been disclosed to SWBT and are subject to current licenses or are otherwise lawfully present on or in SWBT's poles, ducts, and conduits. If Applicant determines that any such facilities are not the subject of current licenses, Applicant shall so advise SWBT and promptly apply for licenses for such facilities or remove the facilities from SWBT's poles or conduits. Nothing contained in this section shall be construed as requiring Applicant to make a field audit of its existing facilities to confirm the licensing status of its facilities as a prerequisite to entering into this Agreement.

17.04 Updating of Plant Location Records. Applicant shall furnish SWBT, upon request, with such information as may from time to time be necessary for SWBT to correct and update SWBT's pole and conduit maps and records, cable plat maps, and other plant location records recording or logging assignments of pole, duct, and conduit space.

17.05 Notice to Applicant. If any of Applicant's facilities for which no license is presently in effect are found attached to SWBT's poles or anchors or within any part of SWBT's conduit system, SWBT, without prejudice to other rights or remedies available to SWBT under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Applicant advising Applicant that no license is presently in effect with respect to the facilities and that Applicant must, within 60 days, respond to the notice as provided in Section 17.06 of this Agreement.

17.06 Applicant's Response. Within 60 days after receiving a notice under Section 17.05 of this Agreement, Applicant shall acknowledge receipt of the notice and submit to SWBT, in writing, either:

(a) a denial or disclaimer of ownership or other interest in the facilities, together with an explanation of the factual and claimed legal basis for such denial or disclaimer;

(b) a statement that the facilities are the subject of a current license, together with an explanation of the factual and claimed legal basis for Applicant's assertion that the facilities are currently licensed, or a statement that no license is required, and an explanation of the factual and claimed legal basis for that assertion; or

(c) an application for a new or amended license with respect to such facilities, together with a full and complete explanation of the circumstances under which such facilities were attached to, placed within, or allowed to remain on or in SWBT's poles or any part of SWBT's conduit system. Such explanation shall include, at a minimum, the following:

(1) the date (or estimated date) when such facilities were attached to SWBT's poles or placed in SWBT's conduit system, and the factual basis supporting Applicant's selection of such date (or estimated date); and

(2) the factual basis for Applicant's assertion, if any, that decisions to attach, place or allow the facilities to remain on or in SWBT's poles or conduit system were made in good faith and without intent to circumvent SWBT's pole attachment or conduit occupancy licensing requirements.

17.07 Denial or Disclaimer of Ownership or Other Interest. Applicant's submission to SWBT of a denial or disclaimer of ownership or other interest in the facilities shall constitute Applicant's waiver of any objection Applicant may have to SWBT's removal of the facilities. Submission of such a denial or disclaimer shall not be construed as an agreement by Applicant to pay any charges associated with removal of the facilities and shall be deemed to be a denial of any such responsibility; provided, however, that nothing contained in this section shall prohibit SWBT from invoking the dispute resolution process or filing suit, in a court of competent jurisdiction, to establish that Applicant is liable to SWBT for the costs of removal notwithstanding its denial or disclaimer.

17.08 Review by SWBT of Licensing Status. Within 15 business days after receiving Applicant's statement that the facilities are the subject of a current license or that no license is required, SWBT shall review Applicant's explanation of the factual and claimed legal basis for Applicant's assertions and shall advise Applicant, in writing, whether it agrees or disagrees with Applicant's assertions. If SWBT agrees with Applicant's assertions, the parties may amend the applicable license and no further action shall be required of Applicant. If SWBT does not accept Applicant's position, Applicant shall, within 15 business days, apply for a new or amended license as provided by Section 17.06(c) of this Agreement.

17.09 Approval of License and Retroactive Charges. If SWBT approves Applicant's application for a new or amended license, Applicant shall be liable to SWBT for all fees and charges associated with the unauthorized attachments as specified in Section 17.10 of this Agreement. The issuance of a new or amended license as provided by this article shall not operate retroactively or constitute a waiver by SWBT of any of its rights or privileges under this Agreement or otherwise.

17.10 Fees and Charges. This section applies to fees and charges with respect to Applicant's facilities placed on or in SWBT pole, duct, or conduit space which has not been assigned to Applicant. Applicant shall be liable to SWBT for all fees and charges associated with any such unauthorized pole attachments or conduit occupancy for which it is responsible. Attachment and occupancy fees and charges shall continue to accrue

until the unauthorized facilities are removed from SWBT's poles or conduit system and shall include, but not be limited to, all fees and charges which would have been due and payable if Applicant and its predecessors had continuously complied with all applicable SWBT licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. The parties shall engage in good faith discussions to reach a mutually agreed determination as to the amount due and owing. In some cases, it may be impractical, unduly difficult, or uneconomical to determine the actual amount of fees which would have been due and payable if all licensing requirements had been met. Therefore, if the parties, through good faith discussions fail to reach agreement on the amount due and owing, and if the amount due and owing cannot be determined due to Applicant's inability to provide the information required to determine the correct amount, the amount owing with respect to each unauthorized attachment or occupancy shall be equal to three times the annual attachment and occupancy fees in effect on the date Applicant is notified by SWBT of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Applicant shall rearrange or remove its unauthorized facilities at SWBT's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to SWBT or another joint user, and shall pay SWBT for all costs incurred by SWBT in connection with any facilities rearrangements, modifications, or replacements necessitated as a result of the presence of Applicant's unauthorized facilities.

17.11 Removal of Unauthorized Attachments. If Applicant does not apply for a new or amended pole attachment license with respect to unauthorized facilities within the specified period of time, or if such application is received and specifically disapproved, SWBT shall by written notice request to Applicant to remove its unauthorized facilities not less than 60 days from the date of notice and Applicant shall remove the facilities within the time specified in the notice; provided, however, that SWBT may request Applicant to remove such facilities at an earlier date if such earlier removal is necessary for reasons beyond SWBT's control. If the facilities have not been removed within the time specified in the notice, SWBT may, at SWBT's option, remove Applicant's facilities at Applicant's expense.

17.12 No Ratification of Unlicensed Attachments or Unauthorized Use of SWBT's Facilities. No act or failure to act by SWBT with regard to any unlicensed attachment or occupancy or unauthorized use of SWBT's facilities shall be deemed to constitute a ratification by SWBT of the unlicensed attachment or occupancy or unauthorized use, nor shall the payment by Applicant of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Applicant from civil or criminal liability for any deliberate trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

ARTICLE 18: REMOVAL OF APPLICANT'S FACILITIES

18.01 Responsibility for Removing Facilities. Applicant shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from SWBT's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

(a) When practicable, Applicant shall give SWBT at least 30 days' advance notice in writing of its intent to remove facilities from any part of SWBT's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name and telephone number of the manager responsible for removal of the facilities, and the estimated dates when removal of the facilities will begin and end.

(b) Applicant shall, if requested by SWBT to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by Applicant.

(c) Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to SWBT's manholes (if SWBT would itself plug the ducts under the same circumstances) in accordance with the standards set by SWBT for its own operations, provided that such standards have been communicated in writing to Applicant at least 60 days in advance of the removal of Applicant's facilities.

(d) Applicant shall be solely responsible for the removal of its own facilities from SWBT's poles, ducts, conduits, and rights-of-way and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of Applicant's facilities from SWBT's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

(e) When Applicant no longer intends to occupy space on a SWBT pole or in a SWBT duct or conduit, Applicant will provide written notification to SWBT that it wishes to terminate the license with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the license shall terminate and the space shall be available for reassignment.

18.02 Removal of Facilities Not in Active Use. At SWBT's request, Applicant shall remove from SWBT's poles, ducts, conduits, and rights-of-way any of Applicant's facilities which are no longer in active use; provided, however, that Applicant shall not be

required to remove such facilities when due cause and justification exists for allowing them to remain in place. Applicant shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. Applicant shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Agreement. Applicant shall not abandon any of its facilities by leaving them on SWBT's poles, in SWBT's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to SWBT's poles or any part of SWBT's conduit system, or on any public or private property (other than property owned or controlled by Applicant) in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

18.03 Removal Following Termination of License. Applicant shall remove its facilities from SWBT's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to SWBT's poles or the placement of such facilities in SWBT's ducts, conduits, or rights-of-way.

18.04 Removal Following Replacement of Facilities. Applicant shall remove facilities no longer in service from SWBT's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date Applicant replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Agreement and not by this section.

18.05 Removal to Avoid Forfeiture. If the presence of Applicant's facilities on SWBT's poles or in SWBT's ducts, conduits, or rights-of-way would cause a forfeiture of the rights of SWBT to occupy the property where such pole, duct, conduit, or right-of-way is located, SWBT will promptly notify Applicant in writing and Applicant shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. SWBT will give Applicant not less than 60 days from the date of notice to remove Applicant's facilities unless prior removal is required to prevent the forfeiture of SWBT's rights. At Applicant's request, the parties will engage in good faith negotiations with each other, with joint users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Applicant's facilities in the face of a threatened forfeiture.

18.06 Notice of Completion of Removal Activities. Applicant shall give written notice to SWBT stating the date on which the removal of its facilities from SWBT's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until Applicant's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Agreement, Applicant has plugged all previously occupied ducts at the entrances to SWBT's

manholes as required by Section 18.01(c) of this Agreement, and the notice required by this section has been given.

18.07 Removal of Facilities by SWBT; Notice of Intent to Remove. If Applicant fails to remove its facilities from SWBT's poles, ducts, or conduits in accordance with the provisions of Sections 18.01-18.06 of this Agreement, SWBT may remove such facilities and store them at Applicant's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Applicant for any injury, loss, or damage resulting from such actions. SWBT shall give Applicant not less than 60 days prior written notice of its intent to remove Applicant's facilities pursuant to this section. The notice shall state:

(a) the date when SWBT plans to commence removal of Applicant's facilities, and that Applicant may remove the facilities at Applicant's sole cost and expense at any time before the date specified;

(b) SWBT's plans with respect to disposition of the facilities removed; and

(c) that Applicant's failure to remove the facilities or make alternative arrangements with SWBT for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

18.08 Removal of Facilities by SWBT. If SWBT removes any of Applicant's facilities pursuant to this article, Applicant shall reimburse SWBT for SWBT's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.09 Reattachment or Subsequent Attachment Following Removal. After Applicant's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to SWBT's poles or placed in SWBT's conduit system until Applicant has first submitted new applications for the facilities and complied with the provisions of this Agreement.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

19.01 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees set forth in this Agreement, including rates, charges and fees set forth in APPENDIX I (Schedule of Rates, Fees, and Charges), shall be subject to all applicable federal and state laws, rules, regulations, and commission orders, including but not limited to (a) the Pole Attachment Act and rules, regulations, and commission orders issued thereunder and (b) applicable orders of the State Commission in interconnection arbitration proceedings.

19.02 Schedule of Rates, Fees, and Charges. SWBT's current schedule of rates, fees, and charges is attached to this Agreement as APPENDIX I and incorporated herein as an integral part of this Agreement.

19.03 Pole Attachment and Conduit Occupancy Fees. Until such time as the FCC authorizes the charging of different rates to cable television systems and telecommunications carriers, SWBT's annual rates for access to poles, ducts, conduits, and rights-of-way shall be the same for cable television systems and telecommunications carriers. For all attachments to SWBT's poles and occupancy of SWBT's ducts and conduits, Applicant will pay SWBT's semiannual pole attachment and conduit occupancy fees as specified in APPENDIX I. Pole attachment and conduit occupancy fees shall be assessed and billed with respect to (a) occupied space whether or not subject to a current license and (b) assigned space as well as occupied space. Fees for pole attachments shall be based on the number of Applicant's pole attachments as of the date of billing by SWBT and shall be calculated in accordance with applicable FCC rules, regulations, and orders. Fees for conduit occupancy shall be based on the number of duct feet occupied by or assigned to Applicant as of the date of billing by SWBT and shall be calculated in accordance with applicable FCC rules, regulations, and orders.

19.04 Billing for and Payment of Pole Attachment and Conduit Occupancy Fees. Pole Attachment and conduit occupancy fees under this Agreement and licenses subject to this Agreement shall be payable semiannually in advance.

(a) Bills shall be submitted to Applicant for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.

(b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.

(c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of Applicant's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.

19.05 Application Fees. SWBT does not currently charge application fees for individual license applications or assignment requests under this Agreement. SWBT does, however, impose charges, on a case-by case basis, for work performed in processing applications for access and preparing SWBT's poles, ducts, conduits, and rights-of-way to accommodate the facilities of parties seeking access.

19.06 Charges for Pre-license Survey Work. Subject to applicable commission orders, Applicant will pay SWBT's charges for pre-license survey work associated with the processing of Applicant's request for access. SWBT's pre-license survey charges are not set on a fixed fee basis and will vary from case-to-case depending on such factors as the number and location of the poles, ducts, conduits, and rights-of-way subject to Applicant's access request, the completeness and quality of information submitted by the Applicant in its application, the nature of the facilities to be placed by Applicant, and the nature and extent of facilities modification, capacity expansion, and make-ready work proposed by Applicant.

19.07 Charges for Facilities Modifications, Capacity Expansions, and Make-ready Work. Subject to applicable commission orders, Applicant will pay SWBT's charges for facilities modification, capacity expansion, and make-ready work performed by SWBT, or by persons acting on SWBT's behalf, as provided in other provisions of this Agreement and APPENDIX I.

19.08 Contract Administration Fee. Subject to applicable commission orders, SWBT may charge Applicant a one-time contract administration fee as provided in APPENDIX I. This fee, if applicable, shall be assessed for work performed in the initial processing of this Agreement and shall be non-refundable upon acceptance of this Agreement by SWBT.

19.09 Administrative Record-keeping Fees. Subject to applicable commission orders, SWBT may charge Applicant cost-based administrative record-keeping fees (e.g., fees associated with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like) as provided in APPENDIX I.

19.10 Charges for Work Performed by SWBT Employees. Except as otherwise specifically required by applicable commission orders, SWBT's charges to Applicant for worked performed by SWBT employees pursuant to this Agreement shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SWBT's charges for work performed by SWBT employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Agreement, Applicant shall have the right to challenge the methodology utilized by SWBT to determine hourly rates for SWBT employees at any time in any forum having jurisdiction over the subject matter.

19.11 Due Date for Payment, Interest on Past Due Invoices, Remedies for Non-payment, and Procedures for Disputing Charges. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. Applicant will pay each

such bill or invoice on or before the stated due date. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice.

(a) Interest on past due bills and invoices shall accrue at the rate of 12% per annum, or the maximum rate allowed by law, whichever is less.

(b) Applicant's failure to pay SWBT's fees and charges shall be grounds for terminating this Agreement and licenses subject to this Agreement.

(c) If Applicant fails to pay, when due, any fees or charges billed to Applicant under this Agreement, and any portion of such fees or charges remains unpaid more that 15 calendar days after the due date, SWBT may send Applicant a written notice advising Applicant that this Agreement, or specified licenses subject to this Agreement, may be terminated if such fees or charges are not paid within 15 calendar days after the date of the notice. Applicant must remit to SWBT all such unpaid fees or charges, whether disputed or undisputed, within 15 days after the date of the notice. If Applicant pays disputed fees under protest, and it is later determined that such fees or any portion thereof should be refunded, the portion of fees to be refunded shall be refunded with interest at the rate of 12% per annum or the maximum rate allowed by law, whichever is less.

(d) Applicant may dispute any fees or charges billed by SWBT to Applicant under this Agreement by invoking the dispute resolution procedures set forth in Article 30 of this Agreement.

(e) If Applicant does not dispute such fees or charges and any portion of such undisputed fees or charges remains unpaid 30 calendar days after the date of the notice, SWBT may, to the extent permitted by the Pole Attachment Act and applicable rules, regulations, and commission orders, terminate this Agreement and licenses subject to this Agreement, suspend the processing of pending applications for access to SWBT's poles, ducts, conduits, and rights-of-way located in this State, and refuse to accept further applications for access until such undisputed fees or charges, together with accrued interest thereon, have been paid in full.

19.12 Modification of Rates, Fees and Charges. Subject to applicable federal and state laws, rules, regulations, and commission orders, SWBT shall have the right to modify all rates, charges and fees set forth in this Agreement, including but not limited to those listed in APPENDIX I, as provided in this section.

(a) Upon written notice to Applicant, SWBT may change, on a going-forward basis, the amounts of any rates, fees or charges assessed under this Agreement. Pole attachment and conduit occupancy rates shall not be increased more than once annually.

(1) The notice shall state the effective date of the changes, which, in the event of a rate increase, shall be no earlier than the 60th day after the notice is given.

(2) The changes shall be effective on the effective date stated in the notice unless stayed or prohibited by a court or agency of competent jurisdiction.

(3) The changes shall be reflected on the first semiannual bill issued on or after the effective date specified in the notice.

(b) If the rates, fees and charges set forth in the notice are not acceptable to Applicant, Applicant may, notwithstanding any other provisions of this Agreement, at Applicant's option (1) seek the renegotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the dispute resolution process or before a court or agency of competent jurisdiction.

19.13 Disputes Over Charging Methodologies. The parties acknowledge that the Pole Attachment Act grants the FCC regulatory authority over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way. The parties further acknowledge that, as of the date of this Agreement, this State has not elected to assume reverse preemptive regulatory authority over such rates, terms, and conditions by certifying to the FCC that it has made such election. Accordingly, complaints concerning and challenges to SWBT's charging methodologies shall be brought, in the first instance, before the FCC in accordance with FCC procedural rules unless this State elects to preempt FCC regulation of pole attachment rates, terms, and conditions of access; provided, however, that nothing contained in this section shall be construed as affecting the right of either party to seek relief from any court or agency of competent jurisdiction in connection with the negotiation, arbitration, and approval of interconnection agreements under 47 U.S.C. § 252.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.01 Bond May Be Required. SWBT may require Applicant, authorized contractors, and other persons acting on Applicant's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Agreement only as provided in subsections (a)-(b) of this section and Section

20.02. Bonds shall not be required for entities meeting all self-insurance requirements of Section 23.02 of this Agreement.

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

(b) No other bond shall be required of Applicant to secure obligations arising under this Agreement in the absence of due cause and justification.

(c) If a bond or similar form of assurance is required of Applicant, an authorized contractor, or other person acting on Applicant's behalf, Applicant shall promptly submit to SWBT, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing SWBT 60 days written notice.

(d) SWBT may communicate directly with the issuer of any bond required by SWBT pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

20.02 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Applicant shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with (a) the performance of facilities modification, capacity expansion, or make-ready work by Applicant, authorized contractors, or other persons acting on Applicant's behalf under Sections 6.08(c) and 10.02-10.05 of this Agreement or (b) the construction, attachment, use, inspection, maintenance, repair, rearrangement, modification, and removal of any of Applicant's facilities attached or to be attached to SWBT's poles or placed or to be placed within SWBT's ducts, conduits, or rights-of-way. In the event any claim or demand is made on SWBT by any such employee, contractor, subcontractor, mechanic, materialman or other person or entity providing such materials or performing such work, SWBT may require, in addition to any security

provided under Section 20.01 of this Agreement, that Applicant execute payment or performance bonds, or provide such other security, as SWBT may deem reasonable or necessary to protect SWBT from any such claim or demand.

ARTICLE 21: INDEMNIFICATION

21.01 Risks Associated with Outside Plant Operations. The parties acknowledge that SWBT's outside plant facilities include thousands of miles of pole lines, conduits, and rights-of-way located on public and private property throughout SWBT's service area, that SWBT cannot control or continuously monitor activities that occur at these sites, and that the risks associated with outside plant operations and facilities are not similar to the risks associated with operations occurring inside SWBT's central offices and other secure SWBT buildings and structures. The parties further acknowledge that the presence of multiple firms on or in poles, ducts, conduits, and rights-of-way owned or controlled by SWBT requires that liability risks be fairly allocated between the parties and that it is the parties' intent to allocate such risks in a just, reasonable, and nondiscriminatory manner which addresses known risks associated with the outside plant environment and activities and conditions at outside plant locations.

21.02 Control of Premises. Applicant acknowledges that its employees and other persons acting on Applicant's behalf, and employees of joint users and other persons acting on behalf of joint users, will be present, without supervision or control by SWBT, and in many cases without SWBT's knowledge, on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. During those times when Applicant's employees and personnel are present at such sites, Applicant shall be deemed, for the purpose of allocating liabilities between the parties, to be an independent contractor in control of the premises except as otherwise provided in this section. Although SWBT inspectors may be present at the site of work being performed by Applicant or persons acting on Applicant's behalf, such inspectors shall have no authority to direct Applicant or personnel acting on Applicant's behalf concerning the method or manner by which the work is to be performed, and the presence of a SWBT inspector shall not result in SWBT's being deemed to be in control of the premises. When both parties are present and performing work operations at a site subject to this section, SWBT and Applicant shall be deemed to be jointly in control of the premises. When poles, ducts, conduits, or rights-of-way occupy property owned by third parties, neither party shall be deemed to be in control of the premises, except as otherwise provided by law, at times when such party's work operations are not in progress. Work operations shall be considered to be in progress from the time work commences until such work is completed whether or not employees of a party or persons acting on such party's behalf are actually present at the site.

21.03 INDEMNITY AGAINST AND LIMITATIONS OF LIABILITY WITH RESPECT TO CERTAIN NEGLIGENT ACTS AND OMISSIONS. THIS ARTICLE INCLUDES PROVISIONS INDEMNIFYING EACH PARTY FROM LIABILITIES ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS

AND OMISSIONS OF SUCH PARTY. THIS ARTICLE ALSO INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

21.04 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any suit, claim, demand, loss, damage, liability, fine, penalty, or expense arising out of:

(a) any breach by the indemnified party of any provision of this Agreement or any breach by the indemnified party of the parties' interconnection agreement, if any;

(b) the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;

(c) willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or

(d) any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the suit, claim, demand, loss, damage, liability, fine, penalty, or expense for which indemnity is requested.

21.05 Workplace Injuries. The parties acknowledge that injuries may occur at sites where work is being performed by or for either party and that primary responsibility for preventing workplace injuries shall be placed on the party controlling work operations at the site. Workplace injuries may result from any of variety of causes, including but not limited to electrocution associated with contact with electric power lines on poles or use of defective equipment, falls from poles resulting from the negligence of the injured person or co-workers or due to the existence of unsafe conditions on or in the vicinity of the pole, cave-ins and other accidents at excavation sites, explosion of combustible gases within or in the vicinity of a conduit system, exposure to hazardous substances or noxious gases at the site, acts of God, and acts and omissions of third parties over whom neither party has control. Except as expressly provided in this Agreement to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses of every kind and character, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the

indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way; provided, however, that Applicant's indemnification duties under this section shall arise only if the person injured is present at such site in connection with the performance or anticipated performance of any act required or permitted to be performed by Applicant or by persons acting on Applicant's behalf pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with any injury, sickness, disease, or death of any employee of the indemnifying party or any person acting on the indemnifying party's behalf attributable or allegedly attributable to occurrences or conditions on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.06 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Nothing contained in this Agreement shall create any contractual liability or other liability on the part of either party to any employee, contractor, or subcontractor of the other party or any other person acting on the other party's behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character (other than workplace injury claims subject to Section 21.05 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with the employment relationship or other claimed relationship between the indemnifying party and the employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf; claims arising out of disputes over payments due or allegedly due to any employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf; and claims arising out of other contract disputes between the indemnifying party and the employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.07 Claims Brought Against Either Party by Vendors, Suppliers, Customers, and other Persons in Privity of Contract with the Other Party. The parties acknowledge that neither party controls the contractual relationships between the other party and vendors, suppliers, customers, and other persons in privity of contract with the other party and that nothing contained in this Agreement shall create any contractual or other liability of either party to any vendor, supplier, customer, or other person or entity in privity of contract with the other party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character, made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party or by any other person or entity in privity with the indemnifying party; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement or Applicant's use of SWBT's poles, ducts, conduits, or rights-of-way. The indemnifying party may not, as a defense to any obligations of the indemnifying party under this section, assert that the indemnified party's claims against the indemnifying party are barred by any tariff or contract limitation of liability applicable to the indemnifying party's vendor, supplier, or customer or to such other person in privity of contract with the indemnifying party. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities for claims against either party arising out of or in connection with the failure by the other party to meet its obligations (including but not limited to contract and tariff obligations) to such other party's customers and suppliers. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.08 Claims Brought Against Either Party by Such Party's Own Employees, Contractors, Subcontractors, or Other Persons Acting on Such Party's Behalf, and Claims Brought Against Either Party by Such Party's Own Vendors, Suppliers, Customers, or Other Persons in Privity of Contract with Such Party. Neither party shall be entitled to indemnity, contribution, or subrogation from or by the other party with respect to any suits, claims, demands, losses, damages, liabilities, or expenses, of any kind or character, made, brought, or sought against such party by any employee, contractor, or subcontractor of such party, by any other person acting on behalf of such party, by any vendor, supplier, or customer of such party, or by any other person or entity in privity of contract with such party, if such suit, claim, demand, loss, damage, liability, or expense arises directly out of or in connection with the subject matter of this Agreement or the use by Applicant of SWBT's poles, ducts, conduits, or rights-of-way. Indemnities excluded by this section include, but are not limited to, indemnities for claims against either party arising out of or in connection with employment-related disputes between either party and its employees; claims against either party by contractors, subcontractors, and suppliers performing work or supplying materials to SWBT sites at the request of such

party; and other failures by either party to meet its obligations (including but not limited to contract and tariff obligations) to such party's own customers and suppliers. THE INDEMNIFICATION EXCLUSIONS OF THIS SECTION SHALL APPLY EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY BUT SHALL NOT APPLY IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM AROSE FROM WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR ANY OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF OR AROSE FROM ANY NEGLIGENT ACT OR ACTS COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF, IF SUCH NEGLIGENT ACT OR ACTS ARE THE SOLE PRODUCING CAUSE OF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE SUIT, CLAIM, DEMAND, LOSS, DAMAGE, LIABILITY, FINE, PENALTY, OR EXPENSE FOR WHICH INDEMNITY IS REQUESTED.

21.09 Injuries to Third Parties and Third-party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf while such employees or other persons are present on, within, or in the vicinity of any SWBT pole, duct, conduit, or right-of-way in connection with the performance or anticipated performance of any act required or authorized to be performed pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with personal injury, death, and property damage claims by third parties based on willful or intentional misconduct and negligent acts and omissions of the indemnifying party.

21.10 Indemnification for Environmental Claims. The parties acknowledge that hazardous substances may be present on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way; that employees and other persons acting on the parties' behalf working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way should be familiar with environmental laws and environmental concerns which arise in outside plant contexts; that all such employees and other persons should be prepared to recognize and deal with environmental contingencies existing at specific sites; and that liabilities associated with environmental claims arising out of or in connection with the subject matter of this Agreement shall be allocated between the parties as set forth in this section.

(a) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of (1) any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or (2) any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.

(b) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any SWBT pole, duct, conduit, or right-of-way. Indemnities provided by this subsection include but are not limited to indemnities arising out of or in connection with the release or discharge of water and other substances from SWBT's manholes or other conduit facilities.

(c) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any SWBT pole, duct, conduit, or right-of-way. For the purposes of this subsection, any person or entity removing or disposing of hazardous substances at the request of the indemnifying party or at the request of any person acting on the indemnifying party's behalf, and any person or entity subsequently receiving, storing, processing, or otherwise handling such hazardous substances shall be considered to be a person acting on the indemnifying party's behalf.

(d) Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any loss, damage, claim, demand, suit, liability, fine, penalty or expense for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

21.11 Miscellaneous Claims. Applicant shall indemnify, on request defend, and hold SWBT harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, made, brought, or sought against SWBT by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

(a) Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on SWBT due to the placement or presence of Applicant's facilities on or within SWBT's poles, ducts, conduits, or rights-of-way; or

(b) Claims based on the violation by Applicant of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

21.12 Applicant's General Indemnity Obligations to SWBT. This section applies only in those situations not expressly covered by Sections 21.05-21.11 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from Applicant's enforcement of its rights against SWBT pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 21.04, Applicant shall indemnify, on request defend, and hold SWBT harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Applicant's access to or use of SWBT's poles, ducts, conduits, or rights-of-way, Applicant's performance of any acts authorized under this Agreement, or the presence or activities of Applicant's employees or other personnel acting on Applicant's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

21.13 SWBT's General Indemnity Obligations to Applicant. This section applies only in those situations not expressly covered by Sections 21.05-21.10 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from SWBT's enforcement of its rights against Applicant pursuant to this Agreement or other provisions in the parties'

interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, SWBT shall indemnify, on request defend, and hold Applicant harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with SWBT's access to or use of SWBT's poles, ducts, conduits, or rights-of-way, SWBT's performance of any acts authorized under this Agreement, or the presence or activities of SWBT's employees or other personnel acting on SWBT's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

21.14 No Rights, Claims, Causes of Action, or Remedies for the Benefit of Third Parties. Nothing contained in this article is intended to create any rights, claims, causes of action, or remedies for the benefit of any third party.

21.15 Assertion of Limitation of Liability Defenses. Each party shall diligently assert the limitation of liability provisions of any applicable tariff or contract in any case involving injury, loss, or damage to any customer of such party for which the other party is not exempt from indemnification liabilities to the indemnified party under this Agreement.

21.16 Indemnity Liabilities Not Subject to Article 22 Limitations of Liability. Indemnity liabilities under this article shall not be subject to Article 22 limitations of liability.

21.17 Defense of Suits. Upon request by the indemnified party, the indemnifying party shall defend any suit brought against the indemnified party for any injury, loss, or damage subject to indemnification under this Agreement. The indemnified party shall notify the indemnifying party promptly in writing of any written claims, lawsuits, or demands for which the indemnifying party may be responsible under this Agreement. The indemnified party shall cooperate in every reasonable way to facilitate defense or settlement. The indemnifying party shall have the right to control and conduct the defense and settlement of any action or claim subject to consultation of the indemnified party. The indemnifying party shall not be responsible for any settlement unless the indemnifying party approved such settlement in advance and agrees to be bound by the settlement agreement.

ARTICLE 22: LIABILITIES AND LIMITATIONS OF LIABILITY

22.01 LIMITATIONS OF LIABILITY WITH RESPECT TO NEGLIGENT ACTS AND OMISSIONS. THIS ARTICLE INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

22.02 LIMITATIONS OF LIABILITY IN GENERAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTIONS 21.16 AND 22.05, NEITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES ATTRIBUTABLE, IN WHOLE OR IN PART, TO ANY NEGLIGENT ACT OR OMISSION IN THE

PERFORMANCE OF THIS AGREEMENT, WHETHER ARISING IN CONTRACT OR TORT, SHALL EXCEED IN THE AGGREGATE FOR ANY CALENDAR YEAR THE GREATER OF $250,000, OR THE TOTAL AMOUNT CHARGED BY SWBT TO APPLICANT UNDER THIS AGREEMENT FOR THE CALENDAR YEARS WHEN THE ACTS OR OMISSIONS GIVING RISE TO LIABILITY OCCURRED. NOTHING CONTAINED IN THIS SECTION SHALL BE CONSTRUED AS LIMITING EITHER PARTY'S LIABILITY FOR ACTS OR OMISSIONS CONSTITUTING WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE BY SUCH PARTY.

22.03 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

22.04 SWBT Not Liable to Applicant for Acts of Third Parties or Acts of God. By affording Applicant access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, SWBT does not warrant, guarantee, or insure the uninterrupted use of such facilities by Applicant. Except as specifically provided in Section 22.05 of this Agreement, Applicant assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Applicant's facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way, and SWBT shall not be liable to Applicant for any damages to Applicant's facilities other than as provided in Section 22.05. In no event shall SWBT be liable to Applicant under this Agreement for any injury, loss, or damage resulting from the acts or omissions of (1) any joint user or any person acting on a joint user's behalf, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any licensee, invitee, trespasser, or other person present at the site or in the vicinity of any SWBT pole, duct, conduit, or right-of-way in any capacity other than as a SWBT employee or person acting on SWBT's behalf. In no event shall SWBT be liable to Applicant under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on SWBT's behalf, cable cuts by persons other than SWBT's employees or

persons acting on SWBT's behalf, or other causes beyond SWBT's control which occur at sites subject to this Agreement.

22.05 Damage to Facilities. Except as otherwise specifically provided in this section, neither party shall be liable to the other party for any injury, loss, or damage (or for the direct or indirect consequences of any such injury, loss, or damage) to such other party's facilities attached to SWBT's poles or placed within or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

(a) Each party (the "responsible party"), and persons acting on behalf of the responsible party, shall exercise due care to avoid damaging the facilities of the other party (the "injured party"). In the event such damage occurs, the responsible party or persons acting on behalf of the responsible party shall immediately report such damages to the injured party, and the injured party shall promptly make such arrangements as may be necessary to restore service to its customers using the facilities affected.

(b) The responsible party shall reimburse the injured party for the actual costs incurred by the injured party for repair of facilities damaged by the willful misconduct, grossly negligent acts, grossly negligent omissions, and negligent acts (but not negligent omissions other than grossly negligent omissions) of employees of the responsible party.

(c) The responsible party shall reimburse the injured party for the actual costs incurred by the injured party for repair of facilities damaged by the willful misconduct, grossly negligent acts or omissions, and negligent acts (but not negligent omissions other than grossly negligent omissions) of independent contractors acting on the responsible party's behalf; provided, however, that the injured party shall be limited to recovery of those costs which cannot be recovered from the independent contractor causing the damage. The responsible party shall not be liable to the injured party under this section until the injured party's claims against the independent contractor causing the damage have been adjudicated or settled and the amount of the injured party's claim against the responsible party is determinable.

(d) NEITHER PARTY SHALL BE REQUIRED BY THIS SECTION TO REIMBURSE THE OTHER PARTY FOR COSTS INCURRED AS A RESULT OF NEGLIGENT OMISSIONS OTHER THAN GROSSLY NEGLIGENT OMISSIONS COVERED BY SUBSECTIONS (c)-(d) OF THIS SECTION.

(e) THIS SECTION LIMITS, BUT DOES NOT EXCLUDE, THE RESPONSIBLE PARTY'S LIABILITY TO THE INJURED PARTY FOR DAMAGES CAUSED BY NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OF THE RESPONSIBLE PARTY AND PERSONS ACTING ON THE RESPONSIBLE PARTY'S BEHALF.

22.06 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

22.07 Claims Against Third Parties. Nothing contained in this article shall be construed as requiring either party to forego any claims that such party may have against third parties, including but not limited to contractors, subcontractors, or persons (other than the other party's employees) acting on the other party's behalf.

ARTICLE 23: INSURANCE

23.01 Insurance Required. Applicant shall comply with the insurance requirements specified in this section.

(a) Unless Applicant has provided proof of self-insurance as permitted in Section 23.02 below, Applicant shall obtain and maintain in full force and effect, for so long as this Agreement remains in effect, insurance policies specified in APPENDIX IV of this Agreement. Each policy shall name SWBT as an additional insured and shall include provisions requiring the insurer to give SWBT notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SWBT's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.

(b) Except as provided in this subsection, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by SWBT. For authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way on Applicant's behalf, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by Applicant.

(c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way on Applicant's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on

SWBT's behalf. Applicant shall be responsible for securing compliance by its contractors with this requirement and shall be liable to SWBT for any damages resulting from its failure to do so.

(d) Self-insurance shall be permitted for persons and entities (including but not limited to Applicant and authorized contractors) meeting the self-insurance requirements set forth in Section 23.02.

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

(a) Applicant shall submit to SWBT adequate proof (as determined by SWBT) that the companies insuring Applicant are providing all coverages required by this Agreement. Applicant's insurers shall provide SWBT with certifications that required coverages will not be cancelled, changed or materially altered (e.g., by increasing deductibles or altering exclusions from coverage) except after 30 days written notice to SWBT.

(b) SWBT will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SWBT will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and SWBT is satisfied that such entity will be able to meet its liability obligations under this Agreement.

(c) Applicant shall be responsible for determining whether contractors and other persons present on Applicant's behalf on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way meet the self-insurance requirements of this subsection. Applicant may accept certified proof of any such person's or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. Applicant may accept proof of self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with

no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and Applicant is satisfied that such entity will be able to meet its liability obligations with respect to activities performed on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

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

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

ARTICLE 24: ASSIGNMENT OF RIGHTS

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

(a) SWBT may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Applicant's consent, to any entity controlling, controlled by, or under common control with SWBT or which acquires or succeeds to ownership of substantially all of SWBT's assets.

(b) Applicant may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without SWBT's consent, to: any telecommunications carrier or cable system operator which (1) is entitled to access to SWBT's poles, ducts, conduits, and rights-of-way under the Pole Attachment Act and (2) controls, is controlled by, or is under common control with Applicant or acquires and succeeds to ownership of substantially all of Applicant's assets; provided, however,

that such assignment shall not be effective until Applicant has given SWBT written notice of the assignment pursuant to Section 24.03 and guaranteed the performance of Applicant's assignee or successor. Applicant's assignee or successor shall assume all outstanding obligations of Applicant under this Agreement, including but not limited to all liabilities and contingent liabilities of Applicant arising out of or in connection with this Agreement.

(c) Applicant may, ancillary to a bona fide loan transaction between Applicant and any lender, and without SWBT's consent, grant security interests or make collateral assignments in substantially all of Applicant's assets, including Applicant's rights under this Agreement, subject to the express terms of this Agreement. In the event Applicant's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Applicant's assets through public or private sale or through an Agreement with Applicant, Applicant's lender or the third party acquiring Applicant's rights under this Agreement shall assume all outstanding obligations of Applicant under the agreement and provide proof satisfactory to SWBT that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure by Applicant's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Applicant's lender or such third party shall succeed to all rights and remedies of Applicant under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Applicant is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Applicant under the Agreement, including liability to SWBT for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Applicant under the Agreement, as applicable.

(1) In the event Applicant or Applicant's lender requests that SWBT, in connection with a bona fide loan transaction between Applicant and Applicant's lender, sign any additional consents, or make other accommodations to protect such lender's interest, Applicant or Applicant's lender shall reimburse SWBT for all expenses incurred by SWBT in connection with such requests and accommodations, including but not limited to in-house or outside legal expenses incurred by SWBT in processing the request.

(2) In the event Applicant or Applicant's lender desires that SWBT provide notices to Applicant's lender or permit Applicant's lender, in the event of a breach, to cure any default or termination event if Applicant fails to do so, Applicant shall notify SWBT's authorized agent, as designated in Article 29 of this Agreement, that such notices may be sent to Applicant's lender as well to Applicant. Nothing contained in this subsection shall be construed as imposing any duty on SWBT in favor of Applicant's lender, and this section shall not be construed to provide Applicant's lender or any other third parties with any rights, claims, causes of action of any kind. Applicant waives any and all claims or causes of action, of every kind and character, past, present, or future, arising out of or in connection with the giving of any notice to Applicant's lender pursuant to this section or any failure to give such notice.

(d) Either party may assign or transfer rights or obligations under this Agreement on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent, which consent may be withheld only for due cause and justification.

(e) No assignment or transfer by Applicant of rights under this Agreement, licenses subject to this Agreement, or authorizations granted under this Agreement shall be effective until Applicant, its successors, and assigns have complied with the provisions of this article, secured SWBT's prior written consent to the assignment or transfer, if necessary, and given SWBT notice of the assignment or transfer pursuant to Section 24.03.

(f) Except as otherwise expressly provided in this article, neither this Agreement, nor any licenses or authorizations subject to this Agreement, shall inure to the benefit of Applicant's successors or assigns without SWBT's prior written consent.

24.02 Incorporations, Mergers, Acquisitions, and Other Changes in Applicant's Legal Identity. When the legal identity or status of Applicant changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

24.03 Notice of Assignment. Applicant shall provide SWBT with 60 days advance notice in writing of any assignment.

24.04 Assignment Shall Not Relieve Applicant of Prior Obligations. Except as otherwise expressly agreed by SWBT in writing, no assignment permitted by SWBT under this Agreement shall relieve Applicant of any obligations arising under or in connection with

this Agreement, including but not limited to indemnity obligations under Article 21 of this Agreement or the interconnection agreement, if any.

24.05 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. SWBT may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Applicant under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Applicant arising out of or in connection with this Agreement.

24.06 Satisfaction of All Other Licensing Requirements. Applicant's assignee or successor must, within 60 days following the assignment, provide proof satisfactory to SWBT that such assignee or successor has complied or will comply with all licensing requirements established under this Agreement, including but not limited to requirements that such assignee or successor verify, to the best of its information and belief, as provided in Section 17.03, that all facilities owned or used by such assignee or successor and presently attached to SWBT's poles or placed within any portion of SWBT's conduit system within this State have been disclosed to SWBT and are subject to existing licenses and that such assignee or successor has complied with the insurance requirements set forth in Article 23 of this Agreement.

24.07 Additional Post-Assignment Requirements. Applicant's assignee or successor shall, within 60 days following the assignment:

(a) sign this Agreement as an assignee or successor expressly agreeing to be bound by all provisions of this Agreement and licenses subject to this Agreement;

(b) provide proof, satisfactory to SWBT, of such assignee's assumption of the obligations of this Agreement; and

(c) pay a one-time contract administration fee, as provided in APPENDIX I of this Agreement, if no Master Agreement for Access to SWBT's Poles, Ducts, Conduits, or Rights-of-Way between SWBT and such assignee is in effect for this State, or an administrative record-keeping fee as provided in APPENDIX I of this Agreement, if there is a Master Agreement in effect for this State.

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

ARTICLE 25: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

25.01 Termination Due to Non-Use of Facilities or Loss of Required Authority. Applicant shall, by written notice to SWBT, terminate this Agreement and all licenses subject to this Agreement if Applicant ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Applicant is cable television system having access to SWBT's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Applicant is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of SWBT's poles, ducts, conduits, and rights-of-way in this State. Applicant shall, by written notice to SWBT, terminate individual licenses subject to this Agreement if (a) Applicant ceases to utilize the pole attachment or conduit occupancy space subject to such licenses or (b) Applicant's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated for reasons of safety or any other lawful reason by any federal, state, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access. Responsibility for terminating this Agreement or individual licenses under the circumstances set forth in this section shall be a contractual obligation imposed on Applicant, and the failure by Applicant to terminate this Agreement or individual licenses pursuant to this section shall be a material breach of this Agreement.

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

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

(a) The notice shall set forth in reasonable detail:

(1) The conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;

(2) The action believed necessary to cure the alleged breach; and

(3) Any other matter the complaining party desires to include in the notice.

(b) Except as provided in Section 25.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Agreement, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.

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

25.04 Remedies for Breach. Subject to the provisions of this article and the dispute resolution procedures of Article 30, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. Except as otherwise specifically provided in Section 30.07, in any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

ARTICLE 26: FAILURE TO ENFORCE

26.01 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any license or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement. Notwithstanding any such failure, all terms and conditions of this Agreement and all rights of either party hereunder shall be and remain at all times in full force and effect.

ARTICLE 27: EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

27.01 Effective Date. This Agreement shall be effective as of the ___ day of _____, 2000, or, if this Agreement has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the parties, the date of approval by the State Commission of the interconnection agreement, whichever date first occurs.

27.02 Initial Term. Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the effective date until the end of the calendar year which includes the effective date.

27.03 Automatic Renewal. Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date.

27.04 Elective Termination. Either party may terminate this Agreement by giving the other party at least six months prior written notice as provided in this section.

(a) Applicant may terminate this Agreement with or without cause.

(b) The parties acknowledge that the Pole Attachment Act, 47 U.S.C. §224(e), as added by the Telecommunications Act of 1996, expressly directs the FCC to promulgate new regulations governing charges to telecommunications carriers for access to poles, ducts, conduits, and rights-of-way and that such new regulations are to take effect five years after the date of enactment of the Telecommunications Act of 1996 (that is, February 8, 2001). The parties further acknowledge that due to nondiscrimination requirements, it is desirable that formal attachment agreements establishing rates, terms, and conditions of access be revised simultaneously, to the extent possible. Accordingly, the parties agree that SWBT may terminate this Agreement only for cause during the period beginning with the effective date of this Agreement through

February 8, 2001. Thereafter, SWBT may terminate this Agreement with or without cause, subject to the provisions of subsection (d) and Section 27.05 below.

(c) The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Agreement or six months after the date the notice is given.

(d) The elective termination of this Agreement by SWBT under this section shall not require immediate removal of Applicant's facilities from poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and shall be subject to the provisions of Section 27.05 below; provided, however, that Applicant shall, within 60 days after the effective date of the termination, either initiate negotiations for continued access to SWBT's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Article 18 of this Agreement.

27.05 Effect of Elective Termination. Elective termination of this Agreement by Applicant, as permitted under Section 27.04 of this Agreement, shall not affect Applicant's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Applicant to the refund of any advance payment made to SWBT under this Agreement. Elective termination of this Agreement by SWBT shall not affect SWBT's obligations to afford access to SWBT's poles, ducts, conduits, and rights-of-way owned or controlled by SWBT as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

ARTICLE 28: CONFIDENTIALITY OF INFORMATION

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

Applicant and aggregated by SWBT in a manner that does not directly or indirectly identify Applicant).

28.02 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Applicant to SWBT in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 28.03-28.06.

28.03 Permitted Uses of Applicant's Confidential Information. Notwithstanding the provisions of Sections 28.01 and 28.02 above, SWBT and persons acting on SWBT's behalf may utilize Applicant's confidential or proprietary information for the following purposes: (a) posting information, as necessary, to SWBT's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT's poles, ducts, conduits, and rights-of-way and any SWBT facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SWBT's obligations under this Agreement and similar agreements with third parties; (d) performing SWBT's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SWBT's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SWBT's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

28.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to Applicant may be made available to personnel of third parties seeking access to SWBT's records under provisions, and subject to protections, equivalent to those contained and required by Section 7.03 of this Agreement.

28.05 Defense of Claims. In the event of a dispute between SWBT and any person or entity, including Applicant, concerning SWBT's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SWBT may utilize confidential or proprietary information submitted by Applicant in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SWBT shall not disclose Applicant's proprietary or confidential information without first, at SWBT's option: (a) obtaining an agreed protective order or nondisclosure

agreement that preserves the confidential and proprietary nature of Applicant's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

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

28.07 Other Uses of Confidential Information. No other uses of confidential information received from Applicant pursuant to this Agreement are authorized or permitted without Applicant's express written consent.

ARTICLE 29: NOTICES

29.01 Notices to Applicant. Except as otherwise provided in APPENDIX VI ("Notices to Applicant"), all written notices required to be given to Applicant shall be delivered or mailed to Applicant's duly authorized agent or attorney, as designated in this section.

(a) Such notice may be delivered to Applicant's duly authorized agent or attorney in person or by agent or courier receipted delivery.

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

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

(d) Notices to Applicant shall be sent to the authorized agent or attorney designated below:

Name: Susan McAdams

Title: Vice-President Government & Industry Affairs

Firm: New Edge Network, Inc. d/b/a New Edge Networks

Address: 3000 Columbia House Blvd., Suite 106

City/State/Zip: Vancouver, WA 98661

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

(a) Such notice may be delivered to SWBT's duly authorized agent or attorney in person or by agent or courier receipted delivery.

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

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

(d) On the effective date of this Agreement, and until further notice to Applicant, SWBT's duly authorized agent shall be the Utility Liaison Supervisor ("ULS") designated in APPENDIX VIII.

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

ARTICLE 30: DISPUTE RESOLUTION

30.01 Purpose. The provisions of this article are intended to minimize litigation between the parties with respect to disputes arising in connection with this Agreement and shall be construed accordingly. Any dispute between the parties arising under this Agreement may be submitted by either party for resolution under this article.

30.02 Exclusive Remedy for Monetary Claims under $25,000. Except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, the parties agree to use the dispute resolution processes set forth in this Agreement as their sole remedy with respect to any monetary claim of $25,000 or less which arises out of or in connection with this Agreement.

30.03 Prerequisite to Litigation. The provisions of this article shall also apply to all disputes, without regard to the amount in controversy, in which Applicant contests charges billed by SWBT to Applicant under the terms of this Agreement. No suit, except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, shall be filed by either party against the other with respect to such contested charges until the parties have engaged in good faith negotiations as provided in Section 30.04, and, if the parties agree, in mediation under Section 30.05.

30.04 Good Faith Negotiation. Good faith negotiation as provided in this section shall be the first step in the dispute resolution process.

(a) With respect to any dispute subject to the provisions of this article, either party may initiate negotiation proceedings by writing a certified or registered letter to the other party setting forth the particulars of the dispute, the terms of the Agreement that are involved, and a suggested resolution of the problem.

(b) The recipient of the letter shall respond within 21 days to the proposed solution. The recipient shall either agree to the proposed solution or explain its disagreement.

(c) If the correspondence does not resolve the dispute, each party, at the request of either party, will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the dispute. The location, form, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.

(d) Discussions and correspondence among the representatives as provided by this section are for purposes of settlement, are exempt from discovery

and production, and shall not be admissible in arbitration, judicial, regulatory, or other proceedings in any forum.

30.05 Mediation. If the parties agree to mediation, the mediation may be conducted as provided in this section or in such other manner as may be mutually agreeable to the parties.

(a) If agreed to by the parties, the dispute shall be referred to the nearest office of the American Arbitration Association, or such other mediator as may be selected by agreement of the parties, for mediation, that is, an informal, non-binding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the dispute.

(b) If the dispute is referred to the American Arbitration Association, the parties are free to select any mutually acceptable panel member from the list of mediators at the American Arbitration Association. If the parties cannot agree or have no particular choice of a mediator and simply request that the American Arbitration Association assign a mediator to the dispute, then a list and resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by the Administrator of the American Arbitration Association from the remaining names.

(c) Mediation sessions shall be private.

(d) All records, reports or other documents considered by the mediator shall be confidential.

(e) The parties agree that the mediator shall not be compelled to divulge confidential materials or to testify about the mediation in arbitration, regulatory, judicial, or other proceedings in any forum.

(f) The parties agree to maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitration, judicial, or other proceeding:

(1) views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;

(2) admissions made by the other party during the mediation proceedings;

(3) proposals made or views expressed by the mediator; or

(4) the fact that the other party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

(g) Subsections (e) and (f) of this section shall apply to anything said, done or occurring in the course of the mediation, including any private caucus or discussions between the mediator and any party or counsel before or after the joint mediation session. There shall be no stenographic record of the mediation process, except to memorialize a settlement record.

(h) The mediation process shall be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views, and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

30.06 Arbitration. If negotiations and mediations do not resolve the dispute within 90 days after the initiation of dispute resolution proceedings as provided in subsection (a) of Section 30.04 of this Agreement, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association if the dispute involves any monetary claim of $25,000 or less which arises out of or in connection with this Agreement. The parties may voluntarily elect to arbitrate disputes in which the amount in controversy exceeds $25,000, but they shall not be required by this Agreement to do so.

(a) Either party may demand such arbitration in accordance with the procedures set out in the Commercial Arbitration Rules.

(b) Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this subsection.

(1) Each party may submit in writing to any other party, and such other party shall so respond, to a maximum of any combination of 35 of the following: interrogatories, document production requests, and

requests for admissions. The interrogatories, document production requests, and requests for admissions shall not have subparts.

(2) Additional discovery may be permitted upon mutual agreement of the parties or upon order of the arbitrator on a showing of good cause.

(c) The arbitrator shall control the scheduling so as to process the matter expeditiously. The times set forth in this subsection shall apply unless extended upon mutual agreement of the parties or by the arbitrator on a showing of good cause.

(1) The arbitration hearing shall commence within 60 days of the demand for arbitration and shall be held, in the absence of agreement by the parties to a different venue, in Oklahoma City, Oklahoma.

(2) The parties shall submit written briefs five days before the hearing.

(3) The arbitrator shall rule on the dispute by issuing a written opinion within 30 days after the close of hearings.

(4) The arbitrator shall have no authority to order punitive or consequential damages.

(5) Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

30.07 Costs. Except as specifically provided in this section, each party shall bear its own costs of all dispute resolution procedures under this article.

(a) A party seeking discovery shall reimburse the responding party for the costs incurred by the responding party in producing documents.

(b) The parties shall equally split the fees of the arbitration and the arbitrator.

30.08 No Abridgment of Rights under the Communications Act of 1934 or the Pole Attachment Act. Nothing contained in this article shall abridge the rights of either party to seek relief from the FCC with respect to any dispute subject to the jurisdiction of the FCC under the Communications Act of 1934 or the Pole Attachment Act, or from the State Commission with respect to any dispute subject to its jurisdiction, except that the parties may not seek relief from the FCC or the State Commission with respect to any dispute that has already been resolved by mediation under Section 30.05 or by binding arbitration under Section 30.06.

ARTICLE 31: ACCESS TO APPLICANT'S POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

31.01 No Reciprocal Access to Applicant's Facilities. This Agreement does not include provisions for reciprocal access by SWBT to Applicant's poles, ducts, conduits, and rights-of-way.

ARTICLE 32: GENERAL PROVISIONS

32.01 Entire Agreement. This Agreement, together with the interconnection agreement, if any, to which this Agreement is an appendix, attachment, or exhibit, sets forth the entire understanding and agreement of the parties.

32.02 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and SWBT relating to the placement and maintenance of Applicant's facilities on and within SWBT's poles, ducts, and conduits within this State.

32.03 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

32.04 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

32.05 Multiple Counterparts. This Agreement may be executed in multiple counterparts.

32.06 Effect on Licenses Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy licenses granted to Applicant shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

32.07 Force Majeure. Except as otherwise specifically provided in this Agreement, neither party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force

Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

32.08 Severability. If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.

32.09 Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.

32.10 Changes in the Law. Because the primary purpose of this Agreement is to provide access to poles, ducts, conduits, and rights-of-way in accordance with the Pole Attachment Act, as amended by the Telecommunications Act of 1996 and subsequent amendments, the parties contemplate that changes in this Agreement may from time to time be necessary or desirable to conform to changes in the Pole Attachment Act as that Act is amended, interpreted, and applied. This Agreement is based in large part on regulatory decisions by the FCC, which has jurisdiction over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way (except to the extent that such jurisdiction has been pre-empted by individual states) and decisions by the State Commission. More specifically, this Agreement is based in large part on the FCC's First Interconnection Order in CC Docket No. 96-98, on FCC rules announced with the First Interconnection Order, and on Arbitration Orders by the State Commission.

[ ] Applicant desires to have access to SWBT's poles, ducts, conduits, and rights-of-way on terms that are not less favorable than those obtained by firms participating in interconnection arbitration proceedings before the State Commission. Applicant also desires to have access to SWBT's poles, ducts, conduits, and rights-of-way to the full extent permitted under the FCC's First Interconnection Order in CC Docket No. 96-98. SWBT is entering into this Agreement for the purpose of providing nondiscriminatory access in compliance with the Pole Attachment Act and regulatory decisions thereunder, including decisions by the State Commission in interconnection arbitration proceedings in which Applicant is not a party. Each party is entering into this Agreement based on current interpretations of the

law by the FCC and State Commission. In the event of any changes in the Pole Attachment Act, changes in applicable FCC or State Commission rulings, or judicial determinations that such rulings are erroneous or invalid, each party shall, at the request of the other, engage in good faith negotiations to supplement, amend or replace any provisions of this Agreement affected by such changes or determinations and to conform this Agreement to changes in the underlying laws on which the Agreement is based.

[ ] This Agreement has been entered into as a result of private negotiation between the parties and arbitration by the State Commission, acting pursuant to the Telecommunications Act of 1996. If the actions of any legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws, rules, regulations, or commission orders that were the basis for a provision of this Agreement (including but not limited to any provision of this Agreement required by any arbitration award approved by the State Commission), the affected provision shall be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In the event of such a change in the law, each party shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required by the law or requested in good faith by the other party. If negotiations fail, disputes between the parties concerning interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the interconnection agreement or this Agreement; provided, however, that this section shall not be construed as precluding either party from seeking appropriate relief from the FCC in connection with the parties' rights and obligations under the Pole Attachment Act. In the event of any material change in the law, each party agrees to enter into good faith negotiations to conform this Agreement to the changes in the law.

ARTICLE 33: APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

33.1 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.

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

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____
Signature of SWBT's Authorized Officer/Employee

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

_____
Position/Title of SWBT's Authorized Officer/Employee

_____
Date

_____
City and State of Execution by SWBT

NEW EDGE NETWORK, INC. D/B/A NEW EDGE NETWORKS
Applicant's Name (Printed or Typed)

By: _____
Signature of Applicant's Authorized Officer/Employee

_____
Name of Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of Authorized Officer/Employee

_____
Date

_____
City and State of Execution by Applicant

APPENDIX I
SCHEDULE OF FEES AND CHARGES (OKLAHOMA)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and sets forth the rates, fees and charges to be paid by Applicant to SWBT pursuant to the Master Agreement and licenses subject to the Master Agreement. The rates, fees, and charges set forth in this Appendix shall be subject to all applicable laws, rules, regulations, and commission orders as provided in Section 19.01 of the Master Agreement and shall be subject to revision as provided in Section 19.12 of the Master Agreement.

A) Pole Attachment Fees

1) General

a) For billing purposes, pole attachments shall be considered i) to have commenced on the first to occur of the following dates: the date of assignment (or provisional assignment) of pole attachment space, the date a license for such pole attachment is issued, or the date of actual attachment and ii) to have ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's pole, or the date of termination of Applicant's license.

b) Fees shall be payable semiannually in advance on the first days of January and July and shall be prorated on a daily basis as provided in Section 19.04. Fees for pole attachments shall be based on the number of pole attachments as of the date of billing. If Applicant occupies more than one usable space on a pole, separate attachment fees shall apply to each space occupied. For billing purposes, a single pole attachment includes the point of attachment and all facilities located in the usable space on the pole in the space assigned to Applicant (typically six inches above and six inches below the point of attachment), together with routine ancillary apparatus such as anchors, anchor/guy strands, drive rings, J-hooks, dead-end clamps, and other apparatus which does not interfere with the ability of SWBT to occupy or assign usable space on the pole other than the usable space licensed to Applicant. Fees for pole space assignments and unauthorized pole attachments shall be billed in the same manner as if a license had been issued.

2) Fees (1999 Rates)

Semiannual Pole Attachment Fees	Annual	Semiannual
Per pole attachment (cable service only)	$ 1.55	$ 0.775
Per pole attachment (telecommunications carriers)	$ 1.55	$ 0.775
Per pole attachment (other)	$ N/A	$ N/A

B) Conduit Occupancy Fees

1) General

a) For billing purposes, conduit occupancy shall be considered to have i) begun on the first to occur of the following dates: the date of assignment (or provisional assignment) of conduit occupancy space, the date a license for such conduit occupancy is issued, or the date of actual occupancy; and ii) ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's conduit, or the date of termination of Applicant's license. Occupancy ends only when facilities have been removed from SWBT's conduit system and required post-removal procedures (e.g., plugging ducts) have been completed. Fees for conduit space assignments and unauthorized conduit occupancy shall be billed in the same manner as if a license had been issued.

b) Fees shall be payable semiannually in advance on the first days of January and July.

2) Fees (1999 Rates)

Semiannual Per Foot Conduit Occupancy Fees	Annual	Semiannual
Full duct/duct foot (cable service only)	$ 0.77/ft	$ 0.38.5/ft
Full duct/duct foot (telecommunications carriers)	$ 0.77/ft	$ 0.38.3/ft
Full duct/duct foot (other)	$ N/A	$ N/A
Half duct/duct foot (cable service only)*	$ 0.38.5/ft	$ 0.1925/ft
Half duct/duct foot (telecommunications carriers)*	$ 0.38.5/ft	$ 0.1925/ft
Half duct/duct foot (other)*	$ N/A	$ N/A
1/3 duct/duct foot (telecommunications carriers)**	$ 0.2566/ft	$ 0.1283/ft
1/3 duct/duct foot (cable service only)**	$ 0.2566/ft	$ 0.1283/ft
1/3 duct/duct foot (other)**	$ N/A	$ N/A

*See c)-d) below for partial duct rate.
**See e) below for inner duct rate.

a) Facility footage shall be measured i) from the center of one manhole to the center of an adjacent manhole if the facility runs between two manholes, ii) from the center of a manhole to the end of a duct not terminated in a manhole, or iii) from the center of a manhole to the property line if the duct is connected at the property line to a duct owned and controlled by a third-party property owner.

b) Semiannual full duct conduit occupancy fees will apply to the first facility placed in a previously unoccupied duct except as provided in c)-d) below.

c) If two or more facilities occupy a duct that has not been subdivided by inner duct, a semiannual half duct conduit occupancy fee will be charged for each

facility placed in the duct.

d) A semiannual half duct occupancy fee will apply to the first facility placed by Applicant in a previously unoccupied duct that has not been subdivided by inner duct if and only if the presence of Applicant's facility does not render the other half of the duct unusable by others.

e) As ordered by the State Commission, when Applicant's facilities are installed within inner duct, a single semiannual one-third duct conduit occupancy fee will apply to each inner duct occupied.

C) Application Fees. No application fees shall be charged for the submission of access applications or provisional space assignments. Charges for processing applications are set forth below.

D) Pre-license Survey Work. Charges for pre-license survey work are not set on a fixed fee basis and will be determined on a case-by-case basis. If pre-license survey work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If pre-license survey work is performed by SWBT employees, pre-license survey charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on pre-license survey work.

E) Facilities Modification, Capacity Expansion, and Make-ready Work. Charges for facilities modification, capacity expansion, and make-ready work are not set on a fixed fee basis and will be determined on a case-by-case basis. If such work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If such work is performed by SWBT employees, charges for such work shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on the work. In all cases, except as otherwise specifically provided to the contrary in the Master Agreement, such charges shall include the costs of materials required to perform the work. No later than 45 days after receipt by SWBT of Applicant's completed application, or within such other period as may be mutually agreed upon in writing by the parties, SWBT will furnish Applicant an estimate of the charges for facilities modification, capacity expansion, and make-ready work. Except as otherwise specifically provided in other parts of the Master Agreement, SWBT shall not be required to perform the make-ready work until Applicant has prepaid the estimated make-ready charges in full. After make-ready work has been completed by SWBT, Applicant shall pay SWBT the difference between the estimated make-ready charges and the actual charges, if the actual charges are greater than the estimate, or SWBT shall refund to Applicant the difference between the estimated make-ready charges and the actual charges, if the actual charges are less than the estimate.

F) Construction Inspectors. Subject to all applicable commission orders, where work is being performed on Applicant's behalf in SWBT's manholes or other portions of SWBT's conduitsystem, Applicant shall pay SWBT's full costs attributable to having a construction

inspector present; provided, however, that SWBT shall not charge Applicant for more than one such construction inspector per site at any given time. If the construction inspector is a SWBT contractor, Applicant shall reimburse SWBT for the actual out-of-pocket costs (without additives for administrative costs) incurred by SWBT in connection with the presence of such inspector. If the construction inspector is a SWBT employee, charges for the construction inspector shall be computed by multiplying the applicable hourly rate times the number of hours reasonably spent by the employee as a construction inspector in connection with the project.

G) Other Work Performed Pursuant to the Master Agreement. For all other work performed by SWBT's contractors pursuant to the Master Agreement, including but not limited to work performed in opening manholes and participating in work operations at Applicant's request, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT in connection with the performance of such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). For all other work performed by SWBT's employees pursuant to the Master Agreement, including but not limited to work performed in opening manholes, providing access to and copies of records, and participating in work operations at Applicant's request, SWBT's charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on such work.

H) Conract Administration Fee and Administrative Record-keeping Fees. Subject to applicable commission orders, a one-time contract administration fee of $250.00 shall be due and payable at the time of the execution of the Master Agreement. Subject to applicable commission orders, SWBT may charge administrative record-keeping fees not exceeding $125.00 in connection with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like. SWBT shall provide Applicant, on Applicant's request, a statement of the basis for the fees.

I) Other Administrative and Ancillary Fees. No other administrative or ancillary fees are charged by SWBT on a fixed fee basis.

J) Hourly Rates. Except as otherwise provided by any applicable law, rule, regulation, or commission order, hourly rates charged for SWBT employees shall be such employees' fully loaded hourly rates.

K) Payment Date. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice. Interest on past due charges shall accrue as provided in Section 19.11(a) of the Master Agreement.

Agreement No. _____

APPENDIX II
IDENTIFICATION OF APPLICANT (OKLAHOMA)

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

Applicant's legal name is: New Edge Network, Inc. d/b/a New Edge Networks_____.

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

Applicant does business under the following assumed names: _____

_____

_____.

Applicant is:

[ ] a corporation organized under the laws of the State of _____, charter no. _____;

[ ] a partnership organized under the laws of the State of _____; or

[ ] another entity, as follows: _____

_____.

Applicant represents that Applicant is:

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

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

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

_____

Agreement No. _____

APPENDIX III
ADMINISTRATIVE FORMS AND NOTICES (OKLAHOMA)

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

SW-9433: Pole Attachments

SW-9434: Access Application and Make-Ready Authorization

SW-9435: Conduit Occupancy

SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee

SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant

SW-9436C: Notification of Unauthorized Attachments by Applicant

Agreement No. _____

APPENDIX IV
INSURANCE REQUIREMENTS (OKLAHOMA)

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

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

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

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

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

a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of Applicant and any contractor, subcontractor, or other person or entity acting on Applicant's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

1) Personal Injury and Advertising Injury coverage.

2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.

3) Independent Contractors coverage to provide protection for Applicant's contractors, subcontractors, and other persons or entities acting on Applicant's behalf.

4) Explosion, Collapse, and Underground Hazard (XCU) coverage.

5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.

6) Contractual Liability coverage to provide financial responsibility for the Applicant to meet its indemnification obligations.

7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of Applicant and damage to work performed by or on behalf of the Applicant.

b) Minimum policy limits shall be as follows:

General Aggregate Limit: $1,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: $1,000,000.

Sublimit for personal injury and advertising: $1,000,000.

Products/Operations Aggregate Limit: $1,000,000.

Each occurrence sublimit for Products/Operations: $1,000,000.

c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

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

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

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

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

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

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

a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.

b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.

c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.

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

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

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

e) The certificate holder shall be:

Southwestern Bell Telephone Company
5305 E. 71st, Floor 1
Tulsa, Oklahoma 74136
ATTENTION: Utility Liaison Supervisor

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

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

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

Agreement No. _____

APPENDIX V
NONDISCLOSURE AGREEMENT (OKLAHOMA)

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

This Nondisclosure Agreement, effective as of the ___ day of _____, 2000, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

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

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

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

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing,

engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

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

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

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

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

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

restrictive notations such as “Proprietary,” “Restricted Proprietary,” “Confidential,” “Not to Be Copied or Reproduced,” or the like.

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

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

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

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

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

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

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

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

New Edge Network, Inc.
d/b/a New Edge Networks
Recipient (Print or Type Name)

Southwestern Bell Telephone Company

By _____
Signature of Recipient or Representative

_____
Name (Printed or Typed)

_____
Address

_____
City, State, and Zip Code

_____
Phone

_____
Date

By _____
Signature

_____
Name (Printed or Typed)

_____
Address

_____
City, State, and Zip Code

_____
Phone

_____
Date

Agreement No. _____

APPENDIX VI
NOTICES TOAPPLICANT (OKLAHOMA)

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

Notices in general. Except as otherwise stated in this Appendix, all notices to Applicant shall be given to Applicant's duly authorized agent or attorney as specified in Section 29.01 of the Master Agreement.

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

Special notice provisions. The following special notice provisions, if any, shall apply:

Agreement No. _____

APPENDIX VII
NOTICES TO SWBT (OKLAHOMA)

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

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

7.01	Notification of Designation of Primary Point of Contact
7.03(a)	Notification of intent to review records
8.XX	All Notifications in Article 8
9.XX	All Notifications in Article 9
10.04(e)	Notification Regarding Make-Ready Work
12.03(d)	Notification of placing J-hook on non-licensed pole
12.04	Notification of occupation of maintenance duct for short-term use
12.06	Notification of Applicant's maintenance contact
13.01	Notification of planned modifications
14.02(c)	Notification of Applicant's desire to add to or modify its existing attachment
15.02(b)	Notification of occupation of maintenance duct for short-term emergency use
15.03	Notification of emergency repair coordinators
16.01	Notification that facilities have been brought into compliance

17.02(c)	Disclaimer of ownership or responsibility for untagged facilities
17.06	Notification of Applicant's response to ownership of facilities in question
18.01(a)	Notice of intent to remove facilities
18.01(e)	Notice of intent to terminate license
18.06	Notification of completion of removal of facilities
20.01(c)	Notification of change of bond
21.17	Notification of claims
23.XX	All notifications of insurance coverage in Article 23
24.03	Notification of assignment
25.01	Notification of termination
25.03	Notification of cure of breach
27.04	Notice of elective termination
29.03	Notification of change in notice requirements

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

6.05(a)	Notifications relating to electrical interference
6.09(d)	Notifications of unsafe conditions
6.11(a)	Notification of manhole entry
6.13(c)	Notification of environmental contaminants
10.02(b)	Notification of materials required for self-provisioning of inner duct
15.04	Notification of conditions requiring emergency repair

15.06(a) Notification of performing corrective work on emergency repair. (advanced notice)

15.06(b) Notification of performing corrective work on emergency repair. (no advanced notice)

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

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

Agreement No. _____

APPENDIX VIII
IDENTIFICAITON OF UTILITY LIAISON SUPERVISOR (OKLAHOMA)

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

The Utility Liaison Supervisor for Oklahoma is named below. Notices to the Utility Liaison Supervisor should be addressed as follows:

Name: Karl Vahle

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 5305 E. 71st , Floor 1

City/State/Zip: Tulsa, Oklahoma 74136

APPENDIX PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **SWBT-OK** -As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.

1.4 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), **SWBT-OK** and CLEC will negotiate prices.

1.5 The following defines the zones found in the Appendix Pricing:

Rate Zone:	Description:
Zone A	The geographic area within each of the **SWBT-OK** exchanges which are classified as Rate Group 1, 2, or 3 exchanges in **SWBT-OK**'s Local Exchange Tariff
Zone B	The geographic area within each of the **SWBT-OK** exchanges which are classified as Rate Group 4 or 5 exchanges in **SWBT-OK**'s Local Exchange Tariff
Zone C	The geographic area within each of the **SWBT-OK** exchanges which are classified as Rate Group 6 or 7 exchanges in **SWBT-OK**'s Local Exchange Tariff

1.6 For modifications of **SWBT-OK**'s plant facilities see the BFR process to satisfy the CLEC request.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix UNE of this Agreement may be longer.

2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to “busy” or “don't answer” status.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SWBT-OK** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SWBT-OK** will round up to the next whole mile before determining the mileage and applying rates.

2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

3. NON-RECURRING CHARGES

3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.

3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.

3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SWBT-OK** network, without any changes to **SWBT-OK**’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code

information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **SWBT-OK** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.

3.6 Some items, which must be individually charged, are billed as nonrecurring charges.

3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate Local Calls. ULS-T represents the use of the unbundled Local Switching element to terminate Local Calls.

4.2 Rate Structure for ULS

4.2.1 Intra Switch Calls - calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office:

4.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a **SWBT-OK** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.1.3 **SWBT-OK** will not bill ULS-T for Intra switch calls.

4.2.2 Inter Switch Calls - calls not originating and terminating in the same switch i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

4.3 General Principles for Inter Switch Calls

4.3.1 Local Calls

4.3.1.1 When a call originates from an CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over **SWBT-OK**'s common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

4.3.1.2 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, **SWBT-OK** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the Tandem Office Switch.

4.3.1.3 When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.

4.3.2 IntraLATA and InterLATA Toll Calls

4.3.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.

4.3.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC local service End Users, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using **SWBT-OK** unbundled local switching, CLEC may offer to deliver the calls to the PIC at the **SWBT-OK** access Tandem Office Switch, with CLEC using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access Tandem Office Switch. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay **SWBT-OK** ULS-O usage, signaling, common transport, and Tandem Office Switching for such calls. **SWBT-OK** will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide

exchange access services to itself when it is the PIC for toll calls originated by CLEC local End Users using **SWBT-O** unbundled local switching.

4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by **SWBT-OK** to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users using **SWBT-OK** unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. **SWBT-OK** will not bill the PIC any originating switching access charges in connection with such calls.

4.3.2.4 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and **SWBT-OK** will not charge terminating access to CLEC or the IXC except that **SWBT-OK** may bill the IXC for terminating transport in cases where the IXC has chosen **SWBT-OK** as its transport provider.

4.3.3 Toll Free Calls

4.3.3.1 When CLEC uses ULS Ports to initiate an 800-type call, **SWBT-OK** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

4.3.4 Optional Two-way Extended Area Service (EAS)

4.3.4.1 When the NXX of the telephone number provided to CLEC is one associated with an optional EAS arrangement, CLEC shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. 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.

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		**UNBUNDLED NETWORK ELEMENTS**							
2		Local Loops		Disconnect Loop from inside wiring, per NID	NRBND	None	$ 46.15	$ 23.08	
3				2-Wire Analog Zone 1 (Rural)	U21	$ 35.00	$ 37.50	$ 15.65	
4				2-Wire Analog Zone 2 (Suburban)	U21	$ 18.00	$ 37.50	$ 15.65	
5				2-Wire Analog Zone 3 (Urban)	U21	$ 13.00	$ 37.50	$ 15.65	
6				Conditioning for dB loss from 8db to 5db	UL2	$ 7.81	$ 33.97	$ 12.65	
7				4-Wire Analog Zone 1(Rural)	U4H	$ 72.37	$ 37.50	$ 15.65	
8				4-Wire Analog Zone 2 (Suburban)	U4H	$ 40.52	$ 37.50	$ 15.65	
9				4-Wire Analog Zone 3 (Urban)	U4H	$ 30.39	$ 37.50	$ 15.65	
10				2-Wire Digital Zone 1(Rural)	U2Q	$ 72.87	$ 93.24	$ 48.88	
11				2-Wire Digital Zone 2 (Suburban)	U2Q	$ 47.60	$ 93.24	$ 48.88	
12				2-Wire Digital Zone 3 (Urban)	U2Q	$ 41.14	$ 93.24	$ 48.88	
13				4-Wire Digital Zone 1(Rural)	U4D1X	$ 166.57	$ 220.25	$ 86.81	
14				4-Wire Digital Zone 2 (Suburban)	U4D1X	$ 142.87	$ 220.25	$ 86.81	
15				4-Wire Digital Zone 3 (Urban)	U4D1X	$ 134.61	$ 220.25	$ 86.81	
16			*	DS3 Loop Zone 1 (Rural)	Under Development	$ 823.16	$ 680.13	$ 297.38	
17			*	DS3 Loop Zone 2 (Suburban)	Under Development	$ 769.33	$ 680.13	$ 297.38	
18			*	DS3 Loop Zone 3 (Urban)	Under Development	$ 696.31	$ 680.13	$ 297.38	
19		DSL Capable Loops		2-Wire Digital Loop ISDN/IDSL Zone 1 (Rural)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
20				2-Wire Digital Loop ISDN/IDSL Zone 2 (Suburban)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
21				2-Wire Digital Loop ISDN/IDSL Zone 3 (Urban)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
22				2-Wire xDSL Loop Zone 1 (Rural)	2SLAX	$ 35.00	$ 37.50	$ 15.65	
23				2-Wire xDSL Loop Zone 2 (Suburban)	2SLAX	$ 18.00	$ 37.50	$ 15.65	
24				2-Wire xDSL Loop Zone 3 (Urban)	2SLAX	$ 13.00	$ 37.50	$ 15.65	
25				4-Wire xDSL Loop Zone1 (Rural)	4SL1X	$ 72.37	$ 37.50	$ 15.65	
26				4-Wire xDSL Loop Zone 2 (Suburban)	4SL1X	$ 40.52	$ 37.50	$ 15.65	
27				4-Wire xDSL Loop Zone 3 (Urban)	4SL1X	$ 30.39	$ 37.50	$ 15.65	
28		Sub-Loops	*	2-Wire analog Distribution Zone 1 (Rural)	UG2	ICB	ICB	ICB	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
29			*	2-Wire analog Distribution Zone 2 (Suburban)	UG2	ICB	ICB	ICB	
30			*	2-Wire Analog Distribution Zone 3 (Urban)	UG2	ICB	ICB	ICB	
31			*	2-Wire Digital Distribution ISDN/IDSL Zone 1 (Rural)	UK2	ICB	ICB	ICB	
32			*	2-Wire Digital Distribution ISDN/IDSL Zone 2 (Suburban)	UK2	ICB	ICB	ICB	
33			*	2-Wire Digital Distribution ISDN/IDSL Zone 3 (Urban)	UK2	ICB	ICB	ICB	
34			*	4-Wire Analog Distribution xDSL Zone 1 (Rural)	UG4	ICB	ICB	ICB	
35			*	4-Wire Analog Distribution xDSL Zone 2 (Suburban)	UG4	ICB	ICB	ICB	
36			*	4-Wire Analog Distribution xDSL Zone 3 (Urban)	UG4	ICB	ICB	ICB	
37			*	4-Wire Digital Distribution ISDN/ISDL Zone 1 (Rural)	UK4RE	ICB	ICB	ICB	
38			*	4-Wire Digital Distribution ISDN/ISDL Zone 2 (Suburban)	UK4RE	ICB	ICB	ICB	
39			*	4-Wire Digital Distribution ISDN/ISDL Zone 3 (Urban)	UK4RE	ICB	ICB	ICB	
40				Loop Qualification Process	NRBXU	None	$ 20.00	None	
41		DSL Conditioning Options	*	Removal of Repeaters	NRBXV	None	$ 100.00	TBD	
42			*	Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	TBD	TBD	
43			*	Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	TBD	TBD	
44			*	Removal of Bridged Taps and Repeaters	NRBXH	None	TBD	TBD	
45			*	Incremental Removal of Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	TBD	TBD	
46			*	Incremental Additional Removal of Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	TBD	TBD	
47			*	Removal of Bridged Taps	NRBXW	None	$ 100.00	TBD	
48			*	Incremental Removal of Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	TBD	TBD	
49			*	Incremental Additional Removal of Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	TBD	TBD	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
50			*	Removal of Bridged Taps and Load Coils	NRBXF	None	TBD	TBD	
51			*	Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	TBD	TBD	
52			*	Incremental Additional Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	TBD	TBD	
53			*	Removal of Load Coils	NRBXZ	None	$ 100.00	TBD	
54			*	Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	TBD	TBD	
55			*	Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	TBD	TBD	
56		DSL Cross Connects		DSL Shielded Loop to Collocation	UXRRX	$ 2.10	$ 62.04	$ 48.22	
57				2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	$ 2.10	$ 62.04	$ 48.22	
58				4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	$ 4.17	$ 71.56	$ 58.54	
59			*	DSL Shielded Loop to UNE POA Methods 1-3	Under Development	$ 2.10	$ 62.04	$ 48.22	
60			*	2-Wire DSL Non-Shielded Cross-Connect to POA Methods 1-3	Under Development	$ 2.10	$ 62.04	$ 48.22	
61			*	4-Wire DSL Non-Shielded Cross-Connect to POA Methods 1-3	Under Development	$ 4.17	$ 71.56	$ 58.54	
62		Sub Loop Cross Connects	*	2-Wire	UCX1X	ICB	ICB	ICB	
63			*	4-Wire	UCX14	ICB	ICB	ICB	
64		Loop Cross Connects		2-Wire Analog Loop to Collocation	UCXC2	$ 2.10	$ 62.04	$ 48.22	
65				2-Wire Analog Loop to Collocation (without testing)	UCXD2	$ 2.10	$ 62.04	$ 48.22	
66				4-Wire Analog Loop to Collocation	UCXC4	$ 4.17	$ 71.56	$ 58.54	
67				4-Wire Analog Loop to Collocation (without testing)	UCXD4	$ 4.17	$ 71.56	$ 58.54	
68				2-Wire Digital Loop to Collocation	(UCXC2) under development	$ 2.10	$ 62.04	$ 48.22	
69				2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	$ 2.10	$ 62.04	$ 48.22	
70				4-Wire Digital Loop to Collocation	(UCXHX) under development	$ 8.90	$ 101.70	$ 67.27	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
71			*	DS3 C.O. Cross Connect to Collocation	under development	$ 20.18	$ 121.11	$ 85.61	
72		Cross Connects to Point of Access (POA)		2-wire Analog Loop to POA - Method 1	under development	$ 1.30	$ 93.15	$ 72.40	
73				2-wire Analog Loop to POA - Method 2	under development	$ 1.30	$ 93.15	$ 72.40	
74				2-wire Analog Loop to POA - Method 3	under development	$ 1.30	$ 93.15	$ 72.40	
75				4-wire Analog Loop to POA - Method 1	under development	$ 1.75	$ 107.45	$ 87.90	
76				4-wire Analog Loop to POA - Method 2	under development	$ 1.75	$ 107.45	$ 87.90	
77				4-wire Analog Loop to POA - Method 3	under development	$ 1.75	$ 107.45	$ 87.90	
78				2-wire Digital Loop to POA - Method 1	under development	$ 1.30	$ 93.15	$ 72.40	
79				2-wire Digital Loop to POA - Method 2	under development	$ 1.30	$ 93.15	$ 72.40	
80				2-wire Digital Loop to POA - Method 3	under development	$ 1.30	$ 93.15	$ 72.40	
81				4-wire Digital Loop to POA - Method 1	under development	$ 1.75	$ 152.70	$ 101.00	
82				4-wire Digital Loop to POA - Method 2	under development	$ 1.75	$ 152.70	$ 101.00	
83				4-wire Digital Loop to POA - Method 3	under development	$ 1.75	$ 152.70	$ 101.00	
84				Analog Line Port to POA - Method 1	under development	$ 1.30	$ 70.70	$ 55.70	
85				Analog Line Port to POA - Method 2	under development	$ 1.30	$ 70.70	$ 55.70	
86				Analog Line Port to POA - Method 3	under development	$ 1.30	$ 70.70	$ 55.70	
87				ISDN BRI Line Port to POA - Method 1	under development	$ 1.30	$ 80.45	$ 66.40	
88				ISDN BRI Line Port to POA - Method 2	under development	$ 1.30	$ 80.45	$ 66.40	
89				ISDN BRI Line Port to POA - Method 3	under development	$ 1.30	$ 80.45	$ 66.40	
90				ISDN PRI Trunk Port to POA - Method 1	under development	$ 1.75	$ 128.80	$ 114.75	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
91				ISDN PRI Trunk Port to POA - Method 2	under development	$ 1.75	$ 128.80	$ 114.75	
92				ISDN PRI Trunk Port to POA - Method 3	under development	$ 1.75	$ 128.80	$ 114.75	
93				Analog DID Trunk Port to POA - Method 1	under development	TBD	TBD	TBD	
94				Analog DID Trunk Port to POA - Method 2	under development	TBD	TBD	TBD	
95				Analog DID Trunk Port to POA - Method 3	under development	TBD	TBD	TBD	
96				DS1 Trunk Port to POA - Method 1	under development	TBD	TBD	TBD	
97				DS1 Trunk Port to POA - Method 2	under development	TBD	TBD	TBD	
98				DS1 Trunk Port to POA - Method 3	under development	TBD	TBD	TBD	
99				Unbundled Dedicated Transport to POA: DS1 - Method 1	under development	$ 14.20	$ 152.70	$ 101.00	
100				Unbundled Dedicated Transport to POA: DS1 - Method 2	under development	$ 14.20	$ 152.70	$ 101.00	
101				Unbundled Dedicated Transport to POA: DS1 - Method 3	under development	$ 14.20	$ 152.70	$ 101.00	
102				Unbundled Dedicated Transport to POA: DS3 - Method 1	under development	ICB	ICB	ICB	
103				Unbundled Dedicated Transport to POA: DS3 - Method 2	under development	ICB	ICB	ICB	
104				Unbundled Dedicated Transport to POA: DS3 - Method 3	under development	ICB	ICB	ICB	
105				Unbundled Dedicated Transport to POA: OC3 - Method 1	under development	ICB	ICB	ICB	
106				Unbundled Dedicated Transport to POA: OC3 - Method 2	under development	ICB	ICB	ICB	
107				Unbundled Dedicated Transport to POA: OC3 - Method 3	under development	ICB	ICB	ICB	
108				Unbundled Dedicated Transport to POA: OC12 - Method 1	under development	ICB	ICB	ICB	
109				Unbundled Dedicated Transport to POA: OC12 - Method 2	under development	ICB	ICB	ICB	
110				Unbundled Dedicated Transport to POA: OC12 - Method 3	under development	ICB	ICB	ICB	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
111				Unbundled Dedicated Transport to POA: OC48 - Method 1	under development	ICB	ICB	ICB	
112				Unbundled Dedicated Transport to POA: OC48 - Method 2	under development	ICB	ICB	ICB	
113				Unbundled Dedicated Transport to POA: OC48 - Method 3	under development	ICB	ICB	ICB	
114		Local Switching		Local Switching-Per Originating or Terminating MOU Zone 1(Rual)	ZZULS	$ 0.003800	None	None	
115				Local Switching-Per Originating or Terminating MOU Zone 2(Suburban)	ZZULS	$ 0.002516	None	None	
116				Local Switching-Per Originating or Terminating MOU Zone 3 (Urban)	ZZULS	$ 0.002268	None	None	
117				Local Switching-SS7 Signaling per call	ZZUU7	$ 0.000267	None	None	
118		Customized Routing		Customized Routing	under development	ICB	ICB	ICB	
119		Customized Routing UNE AIN		Per query per customer line	ZZURO	$ 0.009309	None	None	
120		Switch Ports		Analog Line Port - Zone 1 (Rural)	UYP	$ 2.58	$ 1.20	$ 1.20	
121				Analog Line Port - Zone 2 (Suburban)	UYP/RBQ	$ 2.21	$ 1.20	$ 1.20	
122				Analog Line Port - Zone 3 (Urban)	UYP/RBQ	$ 2.18	$ 1.20	$ 1.20	
123				ISDN BRI Line Port	U1P	$ 5.70	0.00	0.00	
124				ISDN PRI Line Port	UJP	$ 181.83	$ 261.70	$ 261.70	
125				Analog DID Trunk Port	U5P	$ 13.74	$ 114.89	$ 114.89	
126				DS1 Trunk Port	U9Z	$ 112.56	$ 295.57	$ 218.71	
127				Optional Calling Area (Two-way EAS) Additive	OPXEX	None	None	None	
128		Switch Port Cross Connects		Analog Line Port to Collocation	under development	$ 0.30	$ 47.09	$ 37.10	
129				Analog DID Trunk Port to Collocation	under development	$ 0.30	$ 53.58	$ 44.22	
130				ISDN BRI Line Port to Collocation	under development	$ 0.30	$ 53.58	$ 44.22	
131				ISDN PRI Trunk Port to Collocation	under development	$ 8.90	$ 85.78	$ 76.42	
132				DS1 Trunk Port to Collocation	(USXDL) under development	$ 8.90	$ 85.78	$ 76.42	
133		Feature Activation per Analog Line Port Type		Call Waiting	ESX	None	$ 1.83	None	
134				Call Waiting ID	NWT	None	$ 1.83	None	
135				Call Waiting ID Options (for end user Type 2.5 CPE)	NWL	None	$ 1.83	None	
136				Call Forwarding Variable	ESM	None	$ 1.83	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
137				Call Forwarding Busy Line	EVB	None	$ 1.83	None	
138				Call Forwarding Don't Answer	EVD	None	$ 1.83	None	
139				Call Forwarding Busy Line Don't Answer	E5E	None	$ 1.83	None	
140				Call Transfer Disconnect	FG3	None	$ 1.83	None	
141				Simutaneous Call Forwarding	ESD	None	$ 1.83	None	
142				Remote Access to Call Forwarding	RC3	None	$ 1.83	None	
143				Three-Way Calling	ESC	None	$ 1.83	None	
144				Speed Calling 8	ESL	None	$ 1.83	None	
145				Speed Calling 30	ESF	None	$ 1.83	None	
146				Auto Callback/Auto Redial	NSQ	None	$ 1.83	None	
147				Distinctive Ring/Priority Call	NSK	None	$ 1.83	None	
148				Selective Call Rejection/Call Blocker	NSY	None	$ 1.83	None	
149				Auto Recall/Call Return	NSS	None	$ 1.83	None	
150				Selective Call Forwarding	NCE	None	$ 1.83	None	
151				Calling # Delivery	NSD	None	$ 1.83	None	
152				CNAM Delivery	NMP	None	$ 1.83	None	
153				Calling Number/Name Delivery Blocking/Per Ln Block	NBJ	None	$ 1.83	None	
154				Calling Number/Name Blocking	NSG	None	$ 1.83	None	
155				Anonymous Call Rejection	AYK	None	$ 1.83	None	
156				Customer Alerting Enablement	AWS	None	$ 1.83	None	
157				Toll Restriction	DH2	None	$ 1.83	None	
158				International Direct Dialing Blocking	NR4BK	None	$ 1.83	None	
159		Analog Line Port Features/per		Personalized Ring	DRS	None	$ 4.36	None	
160				Personalized Ring - DN1	DRS1X	None	$ 4.36	None	
161				Personalized Ring - DN2	DRS2X	None	$ 4.36	None	
162				Hunting Arrangement	NR931	None	$ 22.08	None	
163		Analog Line Port Features Activation per successful occurance		Call Trace (per feature per port)	NST	None	$ 1.83	None	
164				Call Trace (per successful occurrence per port)	ZZUCL	$ 4.53	None	None	
165				Usage sensitive Call Return (per feature per port)	NV9	None	$ 1.83	None	
166				Usage sensitive Call Return(per occurrence)	ZZURE	$ 0.05	None	None	
167				Usage sensitive Auto ReDial (per feature per port)	NV8	None	$ 1.83	None	
168				Usage sensitive Auto ReDial (per occurrence)	ZZUAR	$ 0.05	None	None	
169				Usage sensitive Three Way Calling (per feature per port)	3UY	None	$ 1.83	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
170				Usage sensitive Three Way Calling (per occurrence)	ZZU3W	$ 0.05	None	None	
171		ISDN BRI Basic/BRI Centrex-like & PRI Trunk Side		CSV/CSD per B channel	STHXX	None	$ 13.15	None	
172				Additional Call Offering for CSV per B Channel	NCO	None	$ 4.26	None	
173				Call Forwarding Don't Answer per B Channel	NQ6	None	$ 4.26	None	
174				Call Forwarding Variable per B Channel	NVF	None	$ 4.26	None	
175				Three-way Conference Calling per B Channel	NZ3	None	$ 4.26	None	
176		ISDN BRI Port Features Package		Basic EKTS per B Channel	FPG1X	None	$ 13.15		
177				CACH EKTS per B Channnel	EFV1X	None	$ 16.12	None	
178		ISDN BRI Basic Individual Port Features		Call Forwarding Interface Busy	NQ5	None	$ 4.26	None	
179				Calling Number Delivery	ZCN	None	$ 4.26	None	
180				Hunt Group for CSD	HTKPG	None	$ 4.26	None	
181				Hunt Group for CSV	GXH	None	$ 4.26	None	
182				Message Waiting Indicator	NZW	None	$ 4.26	None	
183				Secondary Only Telephone Number	DO6	None	$ 4.26	None	
184		ISDN PRI Trunk Side Features		Backup D Channel	ZPBXD	None	$ 43.46	None	
185				Calling Number Delivery	NXN	None	$ 1.83	None	
186				Dynamic Channel Allocation	CCZ	None	$ 8.76	None	
187		Analog Trunk Port DS1 Digital DID Trunk Port DIDTrunk Port Features		DID #s - Initial 100 #s	ND8	None	$ 123.98	None	
188				DID #s - Addtl.100 #s	ND9	None	$ 9.22	None	
189				DID #s - Initial 10 #s	NDZ	None	$ 120.15	None	
190				DID #s - Addtl. 10 #s	NDA	None	$ 6.29	None	
191		Centrex-like System Charges		System Establishment per serving office - Analog Only	SEPUX	None	$ 617.05	$ 617.05	
192				System Establishment per serving office - Analog/ISDN BRI Mix	SEPUY	None	$ 617.05	$ 617.05	
193				System Establishment per serving office - ISDN BRI Only	SEPUU	None	$ 204.23	$ 204.23	
194				System Subsequent Change per service office - Analog/ ISDN BRI mixed sys or BRI only Sys & Add ISDN to existing Analog only system	NR93X	None	$ 133.87	$ 133.87	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
195				System Subsequent Conversion per serving office - Add Analog to existing ISDN BRI only system	NR93W	None	$ 437.13	$ 437.13	
196		Analog Line Port & BRI Line Port Centrex -Like Features		Auto Callback Calling/Business Group Callback	RGE	None	$ 4.26	None	
197				Call Forwarding Busy Line	GCE	None	$ 4.26	None	
198				Call Hold	6AB	None	$ 4.26	None	
199				Call Pickup	E3P	None	$ 4.26	None	
200				Call Transfer - All Calls	TF1PS	None	$ 4.26	None	
201				Class of Service Restr. - Fully	ERSFC	None	$ 4.26	None	
202				Class of Service Restr. - Semi	RQW	None	$ 4.26	None	
203				Class of Service Restr. - Toll	ERSPA	None	$ 4.26	None	
204				Consult. Hold	EBE	None	$ 4.26	None	
205				Dial Call Waiting	WDK	None	$ 4.26	None	
206				Directed Call Pickup - Non Barge in	69D	None	$ 4.26	None	
207				Directed Call Pickup - With Barge in	6MD	None	$ 4.26	None	
208				Distinctive Ring and Call Waiting Tone	DRJ	None	$ 4.26	None	
209				Hunting Arrgmt - Basic	HRK	None	$ 4.26	None	
210				Hunting Arrgmt - Circular	HCK	None	$ 4.26	None	
211		Analog Line Port Centrex-Like Features		Standard feature initialization per analog port	NR935	None	$ 3.56	None	
212				Call Forwarding Variable/ Business Group Call Forwarding Variable	HWJ	None	$ 4.26	None	
213				Call Forwarding Don't Answer	69H	None	$ 4.26	None	
214				Call Waiting - Intragroup/ Business Group Call Forwarding Variable.	NGW	None	$ 4.26	None	
215				Call Waiting - Orig.	6SZ	None	$ 4.26	None	
216				Call Waiting - Term.	HUH	None	$ 4.26	None	
217				Speed Calling Personal	E18	None	$ 4.26	None	
218				Three Way Calling	ESCPS	None	$ 4.26	None	
219				Voice/Data Protection	D7N	None	$ 4.26	None	
220		BRI Line Port Centrex-Like Features		Standard feature initialization per ISDN BRI Port	NR936	None	$ 3.56	None	
221				Speed Calling Personal	NXG	None	$ 4.26	None	
222		Tandem Switching		Tandem Switching Per Minute Of Use	ZZUTA	$ 0.000956	None	None	
223		Blended Transport		Blended Transport Zone 1 (Rural)	ZZUBT	$ 0.000972	None	None	
224				Blended Transport Zone 2 (Suburban)	ZZUBT	$ 0.000909	None	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
225				Blended Transport Zone 3 (Urban)	ZZUBT	$ 0.000607	None	None	
226		Common Transport		Common TransportTermination Per Minute of Use Zone 1 (Rural)	ZZUCT	$ 0.000499	None	None	
227				Common TransportTermination Per Minute of Use Zone 2 (Suburban)	ZZUCT	$ 0.000282	None	None	
228				Common TransportTermination Per Minute of Use Zone 3 (Urban)	ZZUCT	$ 0.000266	None	None	
229				Common TransportTermination Per Minute of Use Interzone	ZZUCT	$ 0.000147			
230				Common TransportFacility Per Minute, Per Mile Zone 1 (Rural)	ZZUCT	$ 0.000027	None	None	
231				Common TransportFacility Per Minute, Per Mile Zone 2 (Suburbanl)	ZZUCT	$ 0.000049	None	None	
232				Common Transport Facility Per Minute, Per Mile Zone 3 (Urban)	ZZUCT	$ 0.000008	None	None	
233				Common Transport Facility Per Minute, Per Mile Interzone	ZZUCT	$ 0.000002	None	None	
234		Unbundled Dedicated Transport (UDT)		UDT-DS1 Entrance Facilities - Zone 1 (Rural)	UENHX	$ 119.19	$ 285.81	$ 112.75	
235				UDT-DS1 Entrance Facilities - Zone 2 (Suburban)	UENHX	$ 101.29	$ 285.81	$ 112.75	
236				UDT-DS1 Entrance Facilities - Zone 3 (Urban)	UENHX	$ 94.82	$ 285.81	$ 112.75	
237				UDT-DS3 Entrance Facilities - Zone 1 (Rural)	UENJX	$ 1,296.54	$ 366.40	$ 162.77	
238				UDT-DS3 Entrance Facilities - Zone 2 (Suburban)	UENJX	$ 1,283.34	$ 366.40	$ 162.77	
239				UDT-DS3 Entrance Facilities - Zone 3 (Urban)	UENJX	$ 1,275.67	$ 366.40	$ 162.77	
240				UDT-OC3 Entrance Facilities - Zone 1 (Rural)	UENKX	$ 1,010.00	$ 1,055.05	$ 510.45	
241				UDT-OC3 Entrance Facilities - Zone 2 (Suburban)	UENKX	$ 976.05	$ 1,055.05	$ 510.45	
242				UDT-OC3 Entrance Facilities - Zone 3 (Urban)	UENKX	$ 952.80	$ 1,055.05	$ 510.45	
243				UDT-OC12 Entrance Facilities- Zone 1 (Rural)	UENLX	$ 2,883.15	$ 1,088.25	$ 543.70	
244				UDT-OC12 Entrance Facilities- Zone 2 (Suburban)	UENLX	$ 2,849.20	$ 1,088.25	$ 543.70	
245				UDT-OC12 Entrance Facilities- Zone 3 (Urban)	UENLX	$ 2,826.00	$ 1,088.25	$ 543.70	
246				UDT-OC48 Entrance Facilities	under development	None	None	None	
247				UDT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	$ 148.99	$ 301.93	$ 179.82	
248				UDT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	$ 92.19	$ 301.93	$ 179.82	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
249				UDT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	$ 78.09	$ 301.93	$ 179.82	
250				UDT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	$ 140.40	$ 301.93	$ 179.82	
251				UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	$ 7.68	None	None	
252				UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	$ 14.17	None	None	
253				UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	$ 2.24	None	None	
254				UDT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	$ 2.99	None	None	
255				UDT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	$ 2,007.79	$ 336.40	$ 218.88	
256				UDT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	$ 1,223.73	$ 336.40	$ 218.88	
257				UDT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	$ 822.78	$ 336.40	$ 218.88	
258				UDT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	$ 1,696.31	$ 336.40	$ 218.88	
259				UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	$ 160.14	None	None	
260				UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	$ 274.35	None	None	
261				UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	$ 58.67	None	None	
262				UDT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	$ 58.13	None	None	
263				UDT-OC3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNKS	None	None	None	
264				UDT-OC3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNKS	None	None	None	
265				UDT-OC3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNKS	$ 2,051.50	$ 753.15	$ 440.45	
266				UDT-OC3 Interoffice Transport, First Mile - Interzone	ULNKS	$ 3,117.00	$ 753.15	$ 440.45	
267				UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNKS	None	None	None	
268				UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNKS	None	None	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
269				UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNKS	$ 81.95	None	None	
270				UDT-OC3 Interoffice Transport, Each Additional Mile - Interzone	ULNKS	$ 89.90	None	None	
271				UDT-OC12 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNLS	None	None	None	
272				UDT-OC12 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNLS	None	None	None	
273				UDT-OC12 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNLS	$ 2,843.20	$ 819.60	$ 506.90	
274				UDT-OC12 Interoffice Transport, First Mile - Interzone	ULNLS	$ 7,973.90	$ 819.60	$ 506.90	
275				UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNLS	None	None	None	
276				UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNLS	None	None	None	
277				UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNLS	$ 120.10	None	None	
278				UDT-OC12 Interoffice Transport, Each Additional Mile - Interzone	ULNLS	$ 81.65	None	None	
279				UDT-OC48 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNNS	ICB	ICB	ICB	
280				UDT-OC48 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNNS	ICB	ICB	ICB	
281				UDT-OC48 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNNS	ICB	ICB	ICB	
282				UDT-OC48 Interoffice Transport, First Mile - Interzone	ULNNS	ICB	ICB	ICB	
283				UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNNS	ICB	ICB	ICB	
284				UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNNS	ICB	ICB	ICB	
285				UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNNS	ICB	ICB	ICB	
286				UDT-OC48 Interoffice Transport, Each Additional Mile - Interzone	ULNNS	ICB	ICB	ICB	
287		Dedicated Transport Cross Connect		DS1 to Collocation	UCXHX	$ 8.90	$ 101.70	$ 67.27	
288				DS3 to Collocation	UCXJX	$ 29.16	$ 107.23	$ 72.83	
289				OC3 to Collocation	UCXNX	$ 3.96	$ 36.92	$ 24.61	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
290				OC12 to Collocation	(UCXNX) under development	$ 3.96	$ 36.92	$ 24.61	
291				OC48 to Collocation	(UCXNX) under development	ICB	ICB	ICB	
292		Network Reconfiguration Service		DSO DS1 Port	UDUDX	$ 27.93	$ 62.17	None	
293				DSO DS3 Port	(UDU3X) under development	$ 278.00	$ 62.17	None	
294				DCS Establishment	SEPU3	None	$ 1,655.91	None	
295				Database Modification	NR9U4	None	$ 75.62	None	
296		Multiplexing		DS1 to VG	UM4BX	$ 182.83	$ 178.12	$ 105.56	
297				DS3 to DS1	UM4AX	$ 632.51	$ 895.90	$ 522.41	
298				OC-3 to 1-84 DS1s	(UM4HX)	$ 1,039.35	$ 865.75	$ 544.30	
299				OC-3 to 1-3 DS3	UM4HX	$ 823.95	$ 374.00	$ 249.70	
300				OC-3 to 1-3 EC-1	(UM4HX)	$ 823.95	$ 374.00	$ 249.70	
301				OC-12 to 1-12 DS3	UMULX	$ 1,529.15	$ 374.00	$ 249.70	
302				OC-12 to 1-12 EC-1/STS-1	(UMULX)	$ 1,739.70	$ 374.00	$ 249.70	
303				OC-12 to 1-4 OC-3/OC	(UMULX)	$ 1,707.85	$ 374.00	$ 249.70	
304		SS7		SS7 Link Cross Connect - DS0	5-state billed in IBIS	$ 55.70	$ 177.36	$ 155.28	
305				SS7 Link Cross Connect - DS1	5-state billed in IBIS	$ 40.26	$ 155.94	$ 133.87	
306				STP to SWBT MDF - DSO	5-state billed in IBIS	$ 55.70	$ 177.36	$ 155.28	
307				STP to SWBT DSX Frame-DS1	5-state billed in IBIS	$ 40.26	$ 155.94	$ 133.87	
308				STP Port Termination	IBIS billed	$ 572.32	$ 304.66	None	
309				STP Access Link-1.544 Mbps	IBIS billed	See Dedicated Transport	None	None	
310				STP Access Link-56.Kbps (fixed)	IBIS billed	$ 100.16	None	None	
311				STP Access Link-56.Kbps (per mile)	IBIS billed	$ 0.91	None	None	
312				SS7 Transport per Octet	IBIS billed	$ 0.00000139	None	None	
313				Signaling Point Code Addition	IBIS billed	None	$ 40.33	None	
314				Global Title Translation Addition (GTT)	Under development	ICB	ICB	ICB	
315		Line Information Database (LIDB)		Validation Query (Includes SMS & Sleuth)	Not Applicable	$ 0.005675	None	None	
316				OLNS Query (Includes SMS)	Not Applicable	$ 0.005500	None	None	
317				CNAM Query (Includes SMS)	Not Applicable	$ 0.000451	None	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
318				Query Transport (Applies to Valadation, OLNS & CNAM)	Not Applicable	$ 0.000119	None	None	
319				Service Order Cost	Not Applicable	None	$ 204.43	None	
320				Service Establishment Charge	Not Applicable	None	$ 40.33	None	
321		800 Database		Toll Free Database Query	Not Applicable	$ 0.000280	None	None	
322				Call Handling and Destination	Not Applicable	$ 0.000044	None	None	
323				Desiginated 10 digit Translation	under develpoment	None	None	None	
324				Call Valadition Rate	under develpoment	None	None	None	
325		Service Order Charges		Manual New - Simple	NRBUQ	None	$ 47.95	None	
326				Manual Change - Simple	NRBUO	None	$ 46.22	None	
327				Manual Record - Simple	NRBUU	None	$ 28.64	None	
328				Manual Disconnect - Simple	NRBUW	None	$ 23.98	None	
329				Manual Suspend - Simple	NRBJZ	None	$ 28.64	None	
330				Manual Restore - Simple	NRBJ9	None	$ 28.64	None	
331				Manual Expedited - Simple	(NRBUQ)	None	$ 46.22	None	
332				Manual Customer Not Ready - Simple	(NRBUQ)	None	$ 46.22	None	
333				Manual Due Date Change or Cancellation - Simple	(NRBUQ)	None	$ 46.22	None	
334				Manual New - Complex	NRBUR	None	$ 196.00	None	
335				Manual Change - Complex	NRBUP	None	$ 108.96	None	
336				Manual Record - Complex	NRBUV	None	$ 91.31	None	
337				Manual Disconnect - Complex	NRBUX	None	$ 52.41	None	
338				Manual Suspend - Complex	NRBJ7	None	$ 91.31	None	
339				Manual Restore - Complex	NRBJ8	None	$ 91.31	None	
340				Manual Expedited - Complex	(NRBUR)	None	$ 108.96	None	
341				Manual Customer Not Ready - Complex	(NRBUR)	None	$ 108.96	None	
342				Manual Due Date Change or Cancellation - Complex	(NRBUR)	None	$ 108.96	None	
343				Electronic New - Simple	NR9W2	None	$ 3.33	None	
344				Electronic New - Complex	NRBAW	None	$ 3.33	None	
345				Electronic Change - Simple	NR9GG	None	$ 3.33	None	
346				Electronic Record - Simple	NR9GU	None	$ 3.33	None	
347				Electronic Disconnect - Simple	NR9GZ	None	$ 3.33	None	
348				Electronic Suspend - Simple	NRBJ5	None	$ 3.33	None	
349				Electronic Restore - Simple	NRBJ6	None	$ 3.33	None	
350				Electronic Expedited - Simple	(NR9W2)	None	$ 3.33	None	
351				Electronic Customer Not Ready - Simple	(NR9W2)	None	$ 3.33	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
352				Electronic Due Date Change or Cancellation - Simple	(NR9W2)	None	$ 3.33	None	
353				PIC Change Charge	NRBL9	None	$ 5.00	None	
354		**OTHER**							
355		Directory Assistance		Directory Assistance (DA) - per call	Not Applicable	$ 0.365740	None	None	
356				Directory Assistance Call Completion (DACC) - per call	Not Applicable	$ 0.126537	None	None	
357				Directory Assistance Nationwide Listing Services (NLS)		$ 0.65	None	None	
358				Directory Assistance Non-Pub Emergency Service	Not Applicable	$ 1.72	None	None	
359				Directory Assistance - Facility Based Branding - Initial/Subsequent Load	NRBDG	None	$ 1,737.06	None	
360				Directory Assistance - Facility Based Branding Per call (Line # based*)	ZZUCB	$ 0.021845	None	None	
361				*When unbundled switching is used or when more than one brand required on same trunk group					
362				Directory Assistance - Facilities Based Rate Reference - Initial Load	NRBDL	None	$ 2,676.32	None	
363				Directory Assistance Rate Reference - Facilities Based - Subsequent Reference Load Rater Load	NRBDM	None	$ 1,872.26	None	
364				Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	$ 0.03120	None	
365				Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	$ 0.03265	None	
366				Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	$ 2.10	None	None	
367		Operator Services		Operated Services - Fully Automated Call Processing (Per completed automated call)	Not Applicable	$ 0.118214	None	None	
368				Operator Services - Operator Assisted Call Processing (Per work second)	Not Applicable	$ 0.017243	None	None	
369				Operator Services - Facilities Based Branding Initial/Subsequent Load	NRBDG	None	$ 1,737.06	None	
370				Operator Services - Facilities Based Branding - Per Call (Line # based*)	ZZUCB	$ 0.021845	None	None	
371				*When unbundled switching is used or when more than one brand required on same trunk group					
372				Operator Services - Facilities Based Rate Reference -Initial Load	NRBDL	None	$ 2,676.32	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
373				Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None	$ 1,872.26	None	
374				Intralata Message Rating - Rate per initial load	Not Applicable	None	$ 623.03	None	
375				Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	$ 623.03	None	
376		Miscellaneous		NXX Migration- Migration Charge per NXX	Not Applicable	None	$ 10,000.00	None	
377				UNE Electronic Billing Information Data (daily usage) per message	ASBS	$ 0.003	None	None	
378				Local Discount Report (LDR) per WTN	CRIS	$ 0.10	None	None	
379		BCR		Per interstate local message	Not Applicable	$ 0.05	None	None	
380				Per local message	Not Applicable	$ 0.08	None	None	
381		Hosting		Billable Message Records and /or access usage records - per Record Charge	Not Applicable	$ 0.0030	None	None	
382				Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	$ 0.002	None	None	
383				Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	$ 0.005	None	None	
384				Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	$ 0.007	None	None	
385				Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	$ 0.010	None	None	
386		Clearinghouse		CH processing charge for service - per originated CH record	Not Applicable	$ 0.020	None	None	
387				CH billing message - per message	Not Applicable	$ 0.050	None	None	
388		Maintenance of Service Charges & Non-Productive Dispatch		Basic Time - per half hour	MVV	None	$ 49.48	$ 23.78	
389				Overtime - per half hour	MVV	None	$ 62.10	$ 30.10	
390				Premium Time - per half hour	MVV	None	$ 74.73	$ 36.40	
391		Time and Materials Charges		Basic Time - per half hour	ALK, ALT,ALH	None	$ 49.48	$ 23.78	
392				Overtime - per half hour	ALK, ALT,ALH	None	$ 62.10	$ 30.10	
393				Premium Time - per half hour	ALK, ALT,ALH	None	$ 74.73	$ 36.40	
394		**RECIPROCAL COMPENSATION**							
395		Tandem Switching		Tandem Switching Per Minute of Use	Not Applicable	$ 0.000956	None	None	
396		Common Transport		Common Transport -Termination per Minute of Use Zone 1 (Rural)	Not Applicable	$ 0.000499	None	None	
397				Common Transport -Termination per Minute of Use Zone 2 (Suburban)	Not Applicable	$ 0.000282	None	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
398				Common Transport- Termination per Minute of Use Zone 3 (Urban)	Not Applicable	$ 0.000266	None	None	
399				Common Transport- Termination per Minute of Use Zone Interzone	Not Applicable	$ 0.000147	None	None	
400				Common Transport-Facilites per Minute, per Mile Zone 1 (Rural)	Not Applicable	$ 0.000027	None	None	
401				Common Transport-Facilites per Minute, per Mile Zone 2 (Suburban)	Not Applicable	$ 0.000049	None	None	
402				Common Transport-Facilites per Minute, per Mile Zone 3 (Urban)	Not Applicable	$ 0.000008	None	None	
403				Common Transport-Facilites per Minute, per Mile Zone Interzone	Not Applicable	$ 0.000002	None	None	
404		Local Switching		Local Switching-Per Originating or Terminating MOU Zone 1 (Rural)	Not Applicable	$ 0.003800	None	None	
405				Local Switching-Per Originating or Terminating MOU Zone 2 (Suburban)	Not Applicable	$ 0.002516	None	None	
406				Local Switching-Per Originating or Terminating MOU Zone 3 (Urban)	Not Applicable	$ 0.002268	None	None	
407		Transiting		Transiting-Zone 1 (Rural)	Not Applicable	$ 0.001770	None	None	
408				Transiting-Zone 2 (Suburban)	Not Applicable	$ 0.001485	None	None	
409				Transiting-Zone 3 (Urban)	Not Applicable	$ 0.001356	None	None	
410				Transiting-OCA (Optional Area)	Not Applicable	None	None	None	
411				Transiting-Out of Region	Not Applicable	$ 0.006000	None	None	
412		OCA		OCA Transport & Termination	Not Applicable	None	None	None	
413									
414			*	**The Parties acknowledge and agree that the rates set forth above are interim**					
415				**rates, and subject to true-up as final cost studies become available.**					
416									
417		**RESALE**							
418		Business - Local Exchange Service		Business 1 Party	Not Applicable	19.80%	19.80%	None	
419				Business - Multi-Line Hunting	Not Applicable	19.80%	19.80%	None	
420		Business - Expanded Local Calling		Expanded Local Calling (Mandatory)	Not Applicable	19.80%	19.80%	None	
421				Mandatory Extended Area Calling Service (EACS)-1 Party	Not Applicable	19.80%	19.80%	None	
422				Mandatory EACS - Hotel/Motel Measured Trunk	Not Applicable	19.80%	19.80%	None	
423				Mandatory EACS - Multi-Line Hunting	Not Applicable	19.80%	19.80%	None	
424				Mandatory EACS - PBX Trunk	Not Applicable	19.80%	19.80%	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
425		Business - Vertical Services		Auto Redial	Not Applicable	19.80%	19.80%	None	
426				Call Blocker	Not Applicable	19.80%	19.80%	None	
427				Call Forwarding	Not Applicable	19.80%	19.80%	None	
428				Call Forwarding - Busy Line	Not Applicable	19.80%	19.80%	None	
429				Call Forwarding - Busy Line/Don't Answer	Not Applicable	19.80%	19.80%	None	
430				Call Forwarding - Don't Answer	Not Applicable	19.80%	19.80%	None	
431				Call Return	Not Applicable	19.80%	19.80%	None	
432				Call Trace	Not Applicable	19.80%	19.80%	None	
433				Call Waiting	Not Applicable	19.80%	19.80%	None	
434				Calling Name	Not Applicable	19.80%	19.80%	None	
435				Calling Number	Not Applicable	19.80%	19.80%	None	
436				ComCall®	Not Applicable	19.80%	19.80%	None	
437				Personalized Ring (1 dependent number)	Not Applicable	19.80%	19.80%	None	
438				Personalized Ring (2 dependent numbers - 1st number)	Not Applicable	19.80%	19.80%	None	
439				Personalized Ring (2 dependent numbers - 2nd number)	Not Applicable	19.80%	19.80%	None	
440				Priority Call	Not Applicable	19.80%	19.80%	None	
441				Remote Access to Call Forwarding	Not Applicable	19.80%	19.80%	None	
442				Selective Call Forwarding	Not Applicable	19.80%	19.80%	None	
443				Simultaneous Call Forwarding	Not Applicable	19.80%	19.80%	None	
444				Speed Calling 8	Not Applicable	19.80%	19.80%	None	
445				Speed Calling 30	Not Applicable	19.80%	19.80%	None	
446				Three Way Calling	Not Applicable	19.80%	19.80%	None	
447		Business - DID		DID (First Block of 100 - Category 1)	Not Applicable	19.80%	19.80%	None	
448				DID (First Block of 10 - Category 1)	Not Applicable	19.80%	19.80%	None	
449				DID (Ea. adl. block of 10 after first 10 - Category 1)	Not Applicable	19.80%	19.80%	None	
450				DID (Ea. adl. block of 100 after first 100 - Category 2)	Not Applicable	19.80%	19.80%	None	
451				DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	Not Applicable	19.80%	19.80%	None	
452				DID (with Multifrequency)	Not Applicable	19.80%	19.80%	None	
453				DID (with Dual-Tone Multifrequency)	Not Applicable	19.80%	19.80%	None	
454				DID (1st 10 Trunks or access lines)	Not Applicable	19.80%	19.80%	None	
455				DID (11th thru 50th trunk or network access line)	Not Applicable	19.80%	19.80%	None	
456				DID (51st trunk or network access line)	Not Applicable	19.80%	19.80%	None	
457		Business - Trunks		Analog Trunks	Not Applicable	19.80%	19.80%	None	
458				Digital Trunks	Not Applicable	19.80%	19.80%	None	
459		Business - AIN		Area Wide Networking	Not Applicable	19.80%	19.80%	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
460				Caller Intellidata®	Not Applicable	19.80%	19.80%	None	
461				Disaster Routing Service	Not Applicable	19.80%	19.80%	None	
462				Intelligent Redirectsm	Not Applicable	19.80%	19.80%	None	
463				Positive ID	Not Applicable	19.80%	19.80%	None	
464		Business - Other		Bundled Telecommunications Services (e.g., the Works)	Not Applicable	19.80%	19.80%	None	
465				Busy Out Arrangements	Not Applicable	19.80%	19.80%	None	
466				Customer Alerting Enablement	Not Applicable	19.80%	19.80%	None	
467				Grandfathered Services	Not Applicable	19.80%	19.80%	None	
468				Hot Line	Not Applicable	19.80%	19.80%	None	
469				Hunting	Not Applicable	19.80%	19.80%	None	
470				Local Operator Assistance Service	Not Applicable	19.80%	19.80%	None	
471				Night Number associated with Telephone Number	Not Applicable	19.80%	19.80%	None	
472				Night Number associated with a Terminal	Not Applicable	19.80%	19.80%	None	
473				Promotions (Greater than 90 days)	Not Applicable	19.80%	19.80%	None	
474				Preferred Number Service	Not Applicable	19.80%	19.80%	None	
475				Telebranch®	Not Applicable	19.80%	19.80%	None	
476				TouchTone	Not Applicable	19.80%	19.80%	None	
477				Voice Dial	Not Applicable	19.80%	19.80%	None	
478				Warm Line	Not Applicable	19.80%	19.80%	None	
479		Business - ISDN		Circuit Switched Video/Circuit Switched Data	Not Applicable	19.80%	19.80%	None	
480				Select Video Plus®	Not Applicable	19.80%	19.80%	None	
481				Smart Trunksm	Not Applicable	19.80%	19.80%	None	
482		Business - Toll		IntraLATA MTS	Not Applicable	19.80%	19.80%	None	
483				MaxiMizer 800®	Not Applicable	19.80%	19.80%	None	
484				OutWATS	Not Applicable	19.80%	19.80%	None	
485				800 Service	Not Applicable	19.80%	19.80%	None	
486		Business - Optional Toll Calling Plans		1+SAVERsm	Not Applicable	19.80%	19.80%	None	
487				1+SAVER Directsm	Not Applicable	19.80%	19.80%	None	
488				Circle Saver	Not Applicable	19.80%	19.80%	None	
489				Corridor Optional Saver	Not Applicable	19.80%	19.80%	None	
490				Extended Community Saver	Not Applicable	19.80%	19.80%	None	
491		Business - PLEXAR®		Plexar I®	Not Applicable	19.80%	19.80%	None	
492				Plexar II®	Not Applicable	19.80%	19.80%	None	
493		Business - Private Line		Analog Private Lines	Not Applicable	19.80%	19.80%	None	
494				Automated Distribution Services	Not Applicable	19.80%	19.80%	None	
495				Digital Loop Service	Not Applicable	19.80%	19.80%	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
496				Foreign Exchange Service	Not Applicable	19.80%	19.80%	None	
497				Foreign Serving Office	Not Applicable	19.80%	19.80%	None	
498				Frame Relay	Not Applicable	19.80%	19.80%	None	
499				Group Alerting Services	Not Applicable	19.80%	19.80%	None	
500				MegaLink I®	Not Applicable	19.80%	19.80%	None	
501				MegaLink II®	Not Applicable	19.80%	19.80%	None	
502				MegaLink III®	Not Applicable	19.80%	19.80%	None	
503				MicroLink I®	Not Applicable	19.80%	19.80%	None	
504				MicroLink II®	Not Applicable	19.80%	19.80%	None	
505				MultiPoint Video	Not Applicable	19.80%	19.80%	None	
506				Service Loop Facility Modification Service	Not Applicable	19.80%	19.80%	None	
507		Residence - Local Exchange Service		Life Line and Link Up America Services	Not Applicable	19.80%	19.80%	None	
508				Residence 1 Party	Not Applicable	19.80%	19.80%	None	
509				Residence Measured	Not Applicable	19.80%	19.80%	None	
510		Residence - Expanded Local Calling		Expanded Local Calling (Mandatory)	Not Applicable	19.80%	19.80%	None	
511				Mandatory Extended Area Calling Service (EACS)-1 Party	Not Applicable	19.80%	19.80%	None	
512				Mandatory EACS - One element measured, 1 Party	Not Applicable	19.80%	19.80%	None	
513		Residence - Vertical Services		Auto Redial	Not Applicable	19.80%	19.80%	None	
514				Call Blocker	Not Applicable	19.80%	19.80%	None	
515				Call Forwarding	Not Applicable	19.80%	19.80%	None	
516				Call Forwarding - Busy Line	Not Applicable	19.80%	19.80%	None	
517				Call Forwarding - Busy Line/Don't Answer	Not Applicable	19.80%	19.80%	None	
518				Call Forwarding - Don't Answer	Not Applicable	19.80%	19.80%	None	
519				Call Return	Not Applicable	19.80%	19.80%	None	
520				Call Trace	Not Applicable	19.80%	19.80%	None	
521				Call Waiting	Not Applicable	19.80%	19.80%	None	
522				Calling Name	Not Applicable	19.80%	19.80%	None	
523				Calling Number	Not Applicable	19.80%	19.80%	None	
524				ComCall®	Not Applicable	19.80%	19.80%	None	
525				Personalized Ring (1 dependent number)	Not Applicable	19.80%	19.80%	None	
526				Personalized Ring (2 dependent numbers - 1st number)	Not Applicable	19.80%	19.80%	None	
527				Personalized Ring (2 dependent numbers - 2nd number)	Not Applicable	19.80%	19.80%	None	
528				Priority Call	Not Applicable	19.80%	19.80%	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
529				Remote Access to Call Forwarding	Not Applicable	19.80%	19.80%	None	
530				Selective Call Forwarding	Not Applicable	19.80%	19.80%	None	
531				Simultaneous Call Forwarding	Not Applicable	19.80%	19.80%	None	
532				Speed Calling 8	Not Applicable	19.80%	19.80%	None	
533				Three Way Calling	Not Applicable	19.80%	19.80%	None	
534					Not Applicable	19.80%	19.80%	None	
535		Residence - ISDN		ISDN	Not Applicable	19.80%	19.80%	None	
536		**OTHER RESALE**							
537		Directory Assistance		Directory Assistance Service	Not Applicable	19.80%	19.80%	None	
538		Nationwide Listings		Nationwide Listing Services (NLS)	Not Applicable	19.80%	19.80%	None	
539		Toll		Home 800sm	Not Applicable	19.80%	19.80%	None	
540				IntraLATA MTS	Not Applicable	19.80%	19.80%	None	
541		Optional Toll Calling Plans		1+SAVERsm	Not Applicable	19.80%	19.80%	None	
542				1+SAVER Directsm	Not Applicable	19.80%	19.80%	None	
543				Circle Saver	Not Applicable	19.80%	19.80%	None	
544				Corridor Optional Saver	Not Applicable	19.80%	19.80%	None	
545				Extended Community Saver	Not Applicable	19.80%	19.80%	None	
546				900/976 Call Restriction	Not Applicable	19.80%	19.80%	None	
547				Access Services	Not Applicable	0.00%	0.00%	None	
548				Additional Directory Listings	Not Applicable	19.80%	19.80%	None	
549				Bill Plus	Not Applicable	5.00%	5.00%	None	
550				Company Initiated Suspension Service	Not Applicable	0.00%	0.00%	None	
551				Connections with Terminal Equipment and Communications Equipment	Not Applicable	0.00%	0.00%	None	
552				Consolidated Billing	Not Applicable	5.00%	5.00%	None	
553				Construction Charges	Not Applicable	0.00%	0.00%	None	
554				Customer Initiated Suspension Service	Not Applicable	0.00%	0.00%	None	
555				Exchange Connection Service	Not Applicable	0.00%	0.00%	None	
556				Maintenance of Service Charges	Not Applicable	0.00%	0.00%	None	
557				Plexar Custom	Not Applicable	Variable	Variable	None	
558				Telecommunications Service Priority Systems	Not Applicable	0.00%	0.00%	None	
559				Toll Billing Exception	Not Applicable	19.80%	19.80%	None	
560				Toll Restriction	Not Applicable	19.80%	19.80%	None	
561				Wireless Carrier Interconnection Services	Not Applicable	0.00%	0.00%	None	
562				Electronic Billing Information Data (daily usage) per message	ASBS	$ 0.003	None	None	
563				Slamming Investigation Fee	CRIS	None	$ 50.00	$ 50.00	
564				Local Discount Report (LDR) per WTN	CRIS	$ 0.10	None	None	
565				Simple conversion charge per billable number	CRIS	None	$ 13.69	None	
566				Electronic conversion orders per billable number	CRIS	None	$ 3.33	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
567				Complex conversion orders per billable number	CRIS	None	$ 69.51	None	
568				SWBT transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir. Publisher	Not Applicable	None	$ 100.00	None	
569				OS/DA Reseller Branding - Initial Load/Subsequent Load	NRBDG	None	$ 1,737.06	None	
570				OS/DA Reseller Branding - Per Call	ZZUCB	$ 0.0218450	None	None	
571				OS/DA Reseller Rate Reference - Initial Load	NRBDL	None	$ 2,755.09	None	
572				OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None	$ 1,950.27	None	

Oklahoma
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion					
Zone 1 - Rural	U21	*	$16.20	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 2 - Suburban	U21	*	$13.00	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 3 - Urban	U21	*	$11.50	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
2-Wire Analog Promotion	NRBM4		NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
ADSL Promotion					
ADSL					
Zone 1 - Rural	U2F	*	$13.13	$14.06	$5.87
Zone 2 - Suburban	U2F	*	$6.75	$14.06	$5.87
Zone 3 - Urban	U2F	*	$4.88	$14.06	$5.87
Service Order Promotion - Manual	NRBAY	*	NA	$196.00	NA
Service Order Promotion - Electronic	NRBAW	*	NA	$3.33	NA

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)					
Zone 1 - Rural	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology					
Zone 1 - Rural	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

Oklahoma
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology					
Zone 1 - Rural	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology					
Zone 1 - Rural	U2F	*	$13.13	$14.06	$5.87
Zone 2 - Suburban	U2F	*	$6.75	$14.06	$5.87
Zone 3 - Urban	U2F	*	$4.88	$14.06	$5.87
PSD#6 2-Wire Very High-band Capable					

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology					
Zone 1 - Rural	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
UNE-P Promotion					
Network Component	R2RLP	*	NA	$34.25	$16.90
Analog Line Port					
Zone 1 - Rural	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Urban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

Oklahoma
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
2-Wire Analog Loop					
Zone 1 - Rural	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Urban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire cross-connect from analog loop to switch port	UDLX2		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

***These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).**

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **AM-WI** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **AM-WI** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **AM-WI** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **AM-WI** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix PRICING:

For Loops:

Access Area:	Total Access Lines:
A	See: Tariff 20, Part 4, Section 2, Sheet 2
B	See: Tariff 20, Part 4, Section 2, Sheet 2
C	See: Tariff 20, Part 4, Section 2, Sheet 2

For Unbundled Interoffice Transmission Facilities:

Rate Zone:	Total Access Lines:
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **AM-WI**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

2.3 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-WI** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the

calculation results in a fraction of a mile, **AM-WI** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-WI** network, without any changes to **AM-WI**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AM-WI** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Interim Shared Transport (ULS-IST).

4.2 General Principals for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **AM-WI** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-WI** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).

4.3.3 As described in the FCC Merger Conditions Appendix, a credit will be generated for access calls billed by **AM-WI**.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. 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.

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
UNBUNDLED NETWORK ELEMENTS						
Unbundled Loops						
	2-Wire Analog - Rural (Access Area C)		$ 10.90		See NRC prices below	
	2-Wire Analog - Suburban (Access Area B)		$ 10.90		See NRC prices below	
	2-Wire Analog - Metro (Access Area A)		$ 10.90		See NRC prices below	
	Conditioning for dB Loss					
	4-Wire Analog - Rural Acess Area C)		$ 24.45		See NRC prices below	
	4-Wire Analog - Suburban (Access Area B)		$ 24.45		See NRC prices below	
	4-Wire Analog - Metro (Access Area A)		$ 24.45		See NRC prices below	
	2-Wire Digital - Rural (Access Area C)		$ 13.06		See NRC prices below	
	2-Wire Digital - Suburban (Access Area B)		$ 13.06		See NRC prices below	
	2-Wire Digital - Metro (Access Area A)		$ 13.06		See NRC prices below	
	4-Wire Digital - Rural (Access Area C)		$ 69.09		See NRC prices below	
	4-Wire Digital - Suburban (Access Area B)		$ 69.09		See NRC prices below	
	4-Wire Digital - Metro (Access Area A)		$ 69.09		See NRC prices below	
**	DS3 Loop - Rural (Access Area C)		$ 644.87		See NRC prices below	
**	DS3 Loop - Suburban (Access Area B)		$ 641.70		See NRC prices below	
**	DS3 Loop - Metro (Access Area A)		$ 565.07		See NRC prices below	
DSL Capable Loops						
	2-Wire Digital Loop ISDN/IDSL - Rural (Access Area C)		See 2-Wire Digital		See NRC prices below	
	2-Wire Digital Loop ISDN/IDSL - Suburban (Access Area B)		See 2-Wire Digital		See NRC prices below	
	2-Wire Digital Loop ISDN/IDSL - Metro (Access Area A)		See 2-Wire Digital		See NRC prices below	
**	2-Wire xDSL Loop - Rural (Access Area C)		TBD		TBD	TBD
**	2-Wire xDSL Loop - Suburban (Access Area B)		TBD		TBD	TBD
**	2-Wire xDSL Loop - Metro (Access Area A)		TBD		TBD	TBD
	4-Wire xDSL Loop - Rural (Access Area C)		$ 24.45		See NRC prices below	
	4-Wire xDSL Loop - Suburban (Access Area B)		$ 24.45		See NRC prices below	
	4-Wire xDSL Loop - Metro (Access Area A)		$ 24.45		See NRC prices below	
Sub-Loops						
**	2-Wire Analog Distribution - Rural (Access Area C)		ICB		ICB	ICB
**	2-Wire Analog Distribution - Suburban (Access Area B)		ICB		ICB	ICB
**	2-Wire Analog Distribution - Metro (Access Area A)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Rural (Access Area C)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Suburban (Access Area B)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Metro (Access Area A)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Rural (Access Area C)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Suburban (Access Area B)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Metro (Access Area A)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Rural (Access Area C)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Suburban (Access Area B)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Metro (Access Area A)		ICB		ICB	ICB
**	Loop Qualification Process		TBD		TBD	NA
	DSL Conditioning Options					
**		Removal of Repeater Option	TBD		$ 100.00	TBD
**		Removal of Bridged Taps and Repeaters	TBD		TBD	TBD
**		Removal Bridged Tap Option	TBD		$ 100.00	TBD
**		Removal of Bridged Taps and Load Coils	TBD		TBD	TBD
**		Removal of Load Coil Option	TBD		$ 100.00	TBD
	Conditioning of loops over 17.5 kft Option		ICB		TBD	TBD
Loop Non-Recurring Charges (Excluding DS3)						
	Bus Service Order - Establish - Interim Rate per Second Interim Order		N/A		$ 16.50	N/A
	Bus Service Order - Add/Change - Interim Rate per Second Interim Order		N/A		$ 16.50	N/A
	Bus Line Connection		N/A		$ 40.10	N/A
	Res Service Order - Establish - Interim Rate per Second Interim Order		N/A		$ 16.50	N/A
	Res Service Order - Add/Change - Interim Rate per Second Interim Order		N/A		$ 16.50	N/A
	Res Line Connection		N/A		$ 40.10	N/A

		AIT Generic Rates			
WISCONSIN		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly		Initial	Additional
DS3 Loop Non-Recurring Charges					
**	Administrative	N/A		$ 181.09	N/A
**	Design & Central Office	N/A		$ 564.31	N/A
**	Customer Connection	N/A		$ 201.10	N/A
Sub Loop Cross Connects					
**	2-Wire	ICB		ICB	ICB
**	4-Wire	ICB		ICB	ICB
DSL Cross Connects					
**	DSL Shielded Loop to UNE POA Methods 1 - 3	TBD		TBD	TBD
**	2-Wire DSL Non-Shielded Cross-Connect to POA Methods 1 - 3	TBD		TBD	TBD
**	4-Wire DSL Non-Shielded Cross-Connect to POA Methods 1 - 3	TBD		TBD	TBD
Loop Cross Connects					
**	DS3 C.O. Cross-Connect to Collocation	$ 20.54		$ -	$ -
Local Switching		**USAGE**			
	Per Originating MOU (statewide)	$ 0.003451		NA	NA
Customized Routing per Line Class Code, per switch		NA		$ 218.98	
Port Charge Per Month					
	Analog Line Port	$ 6.25		$ 54.27	$ 54.27
	Analog Residence Only Line Port (Wisconsin Only)	$ 3.71		$ 54.27	$ 54.27
	Ground Start Port	$ 6.88		$ 54.27	$ 54.27
	Analog DID Trunk Port	$ 13.84		$ 54.27	$ 54.27
	ISDN BRI Port	$ 34.17		$ 54.27	$ 54.27
	ISDN PRI Port	$ 172.28		$ 675.82	$ 675.82
	Digital Trunking Trunk Port	$ 112.14		$ 675.82	$ 675.82
	DS1 Trunk Port	$ 110.06		$ 675.82	$ 675.82
	Centrex Basic Line Port	$ 10.83		$ 54.27	$ 54.27
	Centrex ISDN BRI Port	$ 55.38		$ 54.27	$ 54.27
	Centrex EKL Line Port	$ 33.21		$ 54.27	$ 54.27
	Centrex Attendant Console Line Port	$ 107.02		$ 108.54	$ 108.54
Port Non-Recurring Charges					
	Service Order - Line Port, per occasion	NA		$ 17.66	$ 17.66
	Service Order - Trunk Port, per occasion	NA		$ 348.43	$ 348.43
	Service Order - Record Order, per occasion	NA		$ 15.34	$ 15.34
	Conversion from one port type to another, per each port changed	NA		$ 50.60	$ 50.60
Switch Port Cross Connects					
	Analog Line Port to Collocation	$ 0.19		NA	NA
	Analog Residence Only Line Port to Collocation	$ 0.19		NA	NA
	Ground Start Port to Collocation	$ 0.19		NA	NA
	Analog DID Trunk Port to Collocation	$ 0.52		NA	NA
	ISDN BRI Port to Collocation	$ 0.19		NA	NA
	ISDN PRI Port to Collocation	$ 0.52		NA	NA
	Digital Trunking Trunk Port to Collocation	$ 0.52		NA	NA
	DS1 Trunk Port to Collocation	$ 0.52		NA	NA
	Centrex Basic Line Port to Collocation	$ 0.19		NA	NA
	Centrex ISDN BRI Port to Collocation	$ 0.19		NA	NA
	Centrex EKL Line Port to Collocation	$ 0.19		NA	NA
	Centrex Attendant Console Line Port to Collocation	$ 0.19		NA	NA
Tandem Switching					
	per minute of use (without Tandem Trunks)	$ 0.000674		NA	NA

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
Interim Shared Transport			**USAGE**			
	Per Originating Minute of Use (statewide)		$ 0.003928			
	Access Credit per ULS-IST port per month		$ 1.19			
Dedicated Transport						
	Entrance Facility:					
	DS1	Zone 1	$ 69.09		NA	NA
		Zone 2	$ 69.09		NA	NA
		Zone 3	$ 69.09		NA	NA
	DS3	Zone 1	$ 1,005.93		NA	NA
		Zone 2	$ 1,005.93		NA	NA
		Zone 3	$ 1,005.93		NA	NA
	OC3	All Zones	$ 456.36		NA	NA
	OC12	All Zones	$ 720.09		NA	NA
	OC48	All Zones	$ 3,111.65		NA	NA
	Interoffice Transport:					
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 15.69		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 2.41		NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 173.23		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 36.20		NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 371.20		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 261.37		NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 635.43		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 467.09		NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 1,522.30		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 403.40		NA	NA
Multiplexing						
	DS1 to Voice Grade		$ 298.31		NA	NA
	DS3 to DS1		$ 383.00		NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 606.97		NA	NA
		Add/Drop Function				
		- Per DS3 Add or Drop	$ 140.96		NA	NA
		- Per DS1 Add or Drop	$ 43.54		NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 667.13		NA	NA
		Add/Drop Function				
		- Per OC3 Add or Drop	$ 196.36		NA	NA
		- Per DS3 Add or Drop	$ 42.58		NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 770.56		NA	NA
		Add/Drop Function				
		- Per OC12 Add or Drop	$ 391.22		NA	NA
		- Per OC3 Add or Drop	$ 180.31		NA	NA
		- Per DS3 Add or Drop	$ 63.77		NA	NA
Dedicated Transport Cross Connects						
	DS1		$ 0.52		NA	NA
	DS3		$ 0.96		NA	NA
	OC3		$ 103.01		NA	NA
	OC12		$ 542.96		NA	NA
	OC48		$ 1,218.40		NA	NA
Digital Cross-Connect System						
	DCS Port Charge					
	DS1		ICB		ICB	NA
	DS3		ICB		ICB	NA
	DCS Establishment Charge		ICB		ICB	NA
	Database Modification Charge		ICB		ICB	NA
	Reconfiguration Charge		ICB		ICB	NA

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
Dedicated Transport Network Reconfiguration Service (NRS)						
	On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions						
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			$ 371.79	NA
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ 55.75		NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ 55.75		$ 2,640.45	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC3 Entrance Facility	$ 55.75		NA	NA
		- (2) Per Quarter Route Mile	$ 75.75		NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ 275.82		NA	NA
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	$ 275.82		$ 2,640.45	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC12 Entrance Facility	$ 275.82		NA	NA
		- (2) Per Quarter Route Mile	$ 67.73		NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ 1,056.21		NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ 1,056.21		$ 2,640.45	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC48 Entrance Facility	$ 1,056.21		NA	NA
		- (2) Per Quarter Route Mile	$ 88.17		NA	NA
Dedicated Transport Installation & Rearrangement Charges						
	DS1	Administration Charge - Per Order	NA		$ 346.87	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 543.46	NA
		Carrier Connection Charge - Per Order	NA		$ 516.53	NA
	DS3	Administration Charge - Per Order	NA		$ 266.67	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 578.43	NA
		Carrier Connection Charge - Per Order	NA		$ 345.33	NA
	OC3	Administration Charge - Per Order	NA		$ 106.14	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 436.76	NA
		Carrier Connection Charge - Per Order	NA		$ 828.62	NA
	OC12	Administration Charge - Per Order	NA		$ 106.14	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 436.76	NA
		Carrier Connection Charge - Per Order	NA		$ 828.62	NA
	OC48	Administration Charge - Per Order	NA		$ 106.14	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 436.76	NA
		Carrier Connection Charge - Per Order	NA		$ 828.62	NA
Line Information Database - LIDB			**USAGE**			
	Validation Query (Regional STP Access Includes SMS & Sleuth)		$ 0.016050	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)		$ 0.000014	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)		$ 0.016050	(per query)	NA	NA
	Query Transport (Local STP Access Validation)		$ 0.000168	(per query)	NA	NA
	CNAM Query (Regional STP Access Includes SMS)		$ 0.012000	(per query)	NA	NA
	CNAM Query (Local STP Access Includes SMS)		$ 0.012000	(per query)	NA	NA
	Service Order Cost		NA		$ 25.00	NA
	Service Establishment Charge		NA		NA	NA
	LIDB Data Storage & Administration					
		Manual Update	NA		$ 2.00	(Per Update)
800 Database			**USAGE**			
	Toll Free Database Query (Regional STP Access)		$ 0.001298	(per query)		
	Call Handling and Destination (Regional STP Access)		$ 0.000169	(per query)		
	Toll Free Database Query (Local STP Access)		$ 0.001452	(per query)		
	Call Handling and Destination (Local STP Access)		$ 0.000322	(per query)		
SS7						
	SS7 Links - Cross Connects					
	STP to Collocators Cage - DS0		See Dedicated Transport			
	STP to Collocators Cage- DS1		See Dedicated Transport			
	STP to SWBT MDF - DS0		See Dedicated Transport			
	STP to SWBT DSX Frame-DS1		See Dedicated Transport			

		AIT Generic Rates			
WISCONSIN		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly		Initial	Additional
	SS7 Links				
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	STP Port	$ 347.17			$ 628.12
	SS7 Signalling	**USAGE**			
	Signal Switching/IAM msg	$ 0.000184			
	Signal Transport/IAM msg	$ 0.000133			
	Signal Formulation/IAM msg	$ 0.000342			
	Signal Tandem Switching/IAM msg	$ 0.000458			
	Signal Switching/TCAP msg	$ 0.000152			
	Signal Transport/TCAP msg	$ 0.000090			
	Signal Formulation/TCAP msg	$ 0.000333			
	Point Code Addition	N/A			$ 22.94
	Global Title Translation Addition	N/A			$ 12.33
	Record				
	Disconnect				
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
Call Waiting		$ -			
Call Forwarding Variable		$ -			
Call Forwarding Busy Line		$ -			
Call Forwarding Don't Answer		$ -			
Three-Way Calling		$ -			
Speed Calling - 8		$ -			
Speed Calling - 30		$ -			
Auto Callback/Auto Redial		$ -			
Distinctive Ring/Priority Call		$ -			
Selective Call Rejection/Call Blocker		$ -			
Auto Recall/Call Return		$ -			
Selective Call Forwarding		$ -			
Calling Number Delivery		$ -			
Calling Name Delivery		$ -			
Calling Number/Name Blocking		$ -			
Anonymous Call Rejection (to date only available in Texas)		$ -			
Remote Access to Call Forwarding (RACF)					
Analog Line Port Features:		$ -			
Personalized Ring (per arrangement per port)		$ -			
Hunting Arrangement (per arrangement)					
ISDN BRI Port Features (per B Channel, unless noted)		$ -			
CSV/CSD per ISDN BRI port (required/provided)					
Basic Electonic Key Terminal Service (EKTS)					
Basic EKTS provides:					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					

	AIT Generic Rates		
WISCONSIN	**AIT RECURRING**	**AIT NON-REC.**	
	Monthly	Initial	Additional
Call Appearance Call Handling (CACH) EKTS			
CACH EKTS includes:			
Additional Call Offering (inherent)			
Bridged Call Exclusion			
Bridging			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Intercom			
Key System Coverage for Analog Lines			
Message Waiting Indicator			
Speed Call (Long)			
Speed Call (Short)			
Three-way Conference Calling			
Basic individual features:			
Additional Call Offering			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Calling Number Delivery			
Hunt Group for CSD			
Hunt Group for CSV			
Message Waiting Indicator			
Secondary Only Telephone Number			
Three Way Conference Calling			
ISDN PRI Port Features			
Backup D Channel			
Calling Number Delivery			
Dynamic Channel Allocation			
DID #s - see Analog DID Trunk Port Features			
Analog Trunk Port Features (per feature per port)			
DID #s - per telephone number	$ 0.01		
DS1 Digital Trunk Port Features (per feature per port)			
DID #s - see Analog DID Trunk Port Features			
Unbundled Centrex System Options			
System Initial Establishment per Serving Office - Analog Only	NA	$ 469.62	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA	$ 469.62	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA	$ 469.62	NA
System Subsequent Change per Serving Office - Analog only system	NA	NA	$ 62.40
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA	NA	$ 62.40
System Subsequent Change per Serving Office - ISDN BRI only system	NA	NA	$ 62.40
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only syst	NA	NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only syst	NA	NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex			
Standard feature initialization per Analog Line Port	$ -	$ 228.75	
Individual Features (per feature per port):	$ 374.80	NA	
Automatic Callback Calling/Business Group Callback			
Call Forwarding Variable/Business Group Call Forwarding Variable			
Call Forwarding Busy Line			
Call Forwarding Don't Answer			
Call Hold			
Call Pickup			
Call Transfer - All Calls			

	AIT Generic Rates			
WISCONSIN	**AIT RECURRING**		**AIT NON-REC.**	
	Monthly		Initial	Additional
Call Waiting - Intragroup/Business Group Call Waiting				
Call Waiting - Originating				
Call Waiting - Terminating				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing and Call Waiting Tone				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
ISDN BRI Port Features for Unbundled Centrex				
Circuit Switched Voice (CSV)/(CSD) per BRI				
Standard feature initialization per Centrex System	$ 374.80		NA	
Individual features (per feature per B Channel)				
Additional Call Offering for CSV				
Automatic Callback Calling				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Forwarding Variable				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
Custom Access Treatment Code (TX only)				
Denied Origination (TX only)				
Denied Termination (TX only)				
Intercom Dialing (TX only)				
** **The Parties acknowledge and agree that the rates set forth**				
above are interim rates, subject to true-up as final cost studies become available.				
RESALE				
	RESALE DISCOUNTS			
BUSINESS	RECURRING	ON-RECURRING		
LOCAL EXCHANGE SERVICE				
Business 1 Party	17.50%	27.50%		
Business - Measured	17.50%	27.50%		
Customer Operated Pay Telephone (COPT)	17.50%	27.50%		

		AIT Generic Rates			
WISCONSIN		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly		Initial	Additional
	EXPANDED LOCAL CALLING				
	Extended Area Service	20.00%	20.00%		
	VERTICAL SERVICES				
	Anonymous Call Rejection	25.00%	25.00%		
	Repeat Dialing (Auto Redial)	25.00%	25.00%		
	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	25.00%	25.00%		
	Call Blocker	25.00%	25.00%		
	Call Forwarding	25.00%	25.00%		
	Call Forwarding - Busy Line	25.00%	25.00%		
	Call Forwarding - Busy Line/Don't Answer	25.00%	25.00%		
	Call Forwarding - Don't Answer	25.00%	25.00%		
	Automatic CallBack (Call Return)	25.00%	25.00%		
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	25.00%	25.00%		
	Call Trace	25.00%	25.00%		
	Call Waiting	25.00%	25.00%		
	Caller ID WithName (Calling Name)	25.00%	25.00%		
	Caller ID (Calling Number)	25.00%	25.00%		
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	25.00%	25.00%		
	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	25.00%	25.00%		
	Remote Access to Call Forwarding (Grandfathered)	0.00%	0.00%		
	Selective Call Forwarding	0.00%	0.00%		
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	25.00%	25.00%		
	Remote Call Forwarding-Per Feature	25.00%	25.00%		
	RCF, Interstate, Interexchange	25.00%	25.00%		
	RCF, Intrastate	25.00%	25.00%		
	RCF, Interstate, International	25.00%	25.00%		
	RCF, Intrastate, Interexchange	25.00%	25.00%		
	RCF to 800	25.00%	25.00%		
	RCF Additional	25.00%	25.00%		
	Speed Calling 8	25.00%	25.00%		
	Speed Calling 30	25.00%	25.00%		
	Three Way Calling	25.00%	25.00%		
	Call Screening	25.00%	25.00%		
	Busy Line Transfer	25.00%	25.00%		
	Alternate Answer	25.00%	25.00%		
	Message Waiting - Tone	25.00%	25.00%		
	Easy Call	25.00%	25.00%		
	Prime Number Service	25.00%	25.00%		
	AMERITECH Privacy Manager	25.00%	25.00%		
	Name and Number Delivery Service	25.00%	25.00%		
	DID				
	DID	15.00%	15.00%		
	TRUNKS				
	Trunk	17.50%	17.50%		
	AIN				
	Area Wide Networking	25.00%	25.00%		
	Ameritech Switch Alternate Routing (ANSAR)	25.00%	25.00%		
	Ameritech Customer Location Alternate Routing (ACLAR)	25.00%	25.00%		
	OTHER				
	Grandfathered Services	0.00%	0.00%		
	Promotions (Greater than 90 days)	25.00%	25.00%		
	TouchTone (Business)	25.00%	25.00%		
	TouchTone (Trunk)	25.00%	25.00%		
	900/976 Call Blocking (900/976 Call Restriction)	0%	0%		
	976 (976 Information Delivery Service)	0%	0%		
	Access Services (See Access Tariff)	0%	0%		
	Additional Directory Listings	15.00%	15.00%		

		AIT Generic Rates			
WISCONSIN		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly		Initial	Additional
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%		
	Connection Services	25.00%	25.00%		
	Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%		
	Shared Tenant Service	0%	0%		
	ISDN				
	ISDN	9.75%	9.75%		
	DIRECTORY ASSISTANCE SERVICES				
	Directory Assistance Services	15.00%	15.00%		
	Local Operator Assiustance Service	15.00%	15.00%		
	TOLL				
	TOLL	25.00%	25.00%		
	OPTIONAL TOLL CALLING PLANS				
	Optional Toll Calling Plans	25.00%	25.00%		
	CENTREX (PLEXAR)				
	Ameritech Centrex Service ACS	25.00%	25.00%		
	Ameritech Centrex Network Manager	0.00%	0.00%		
	PRIVATE LINE				
	Analog Private Lines	8.00%	8.00%		
	Private Line Channel Services	8.00%	8.00%		
	RESIDENCE	***RESALE DISCOUNTS***			
	LOCAL EXCHANGE SERVICE	RECURRING	ON-RECURRING		
	Life Line	0.00%	0.00%		
	Residence 1 Party	14.50%	25.00%		
	Residence Measured	14.50%	25.00%		
	EXPANDED LOCAL CALLING				
	Extended Area Service	17.50%	17.50%		
	VERTICAL SERVICES				
	Anonymous Call Rejection	23.00%	23.00%		
	Repeat Dialing (Auto Redial)	23.00%	23.00%		
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	23.00%	23.00%		
	Call Blocker	23.00%	23.00%		
	Call Forwarding	23.00%	23.00%		
	Call Forwarding - Busy Line	23.00%	23.00%		
	Call Forwarding - Busy Line/Don't Answer	23.00%	23.00%		
	Call Forwarding - Don't Answer	23.00%	23.00%		
	Automatic Call-Back (Call Return)	23.00%	23.00%		
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	23.00%	23.00%		
	Call Trace	23.00%	23.00%		
	Call Waiting	23.00%	23.00%		
	Caller ID with Name (Calling Name)	23.00%	23.00%		
	Caller ID (Calling Number)	23.00%	23.00%		
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	23.00%	23.00%		
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	23.00%	23.00%		
	Remote Access to Call Forwarding (GF)	0.00%	0.00%		
	RCF, Interstate, Interexchange	23.00%	23.00%		
	RCF, Intrastate	23.00%	23.00%		
	RCF, Interstate, International	23.00%	23.00%		
	RCF, Intrastate, Interexchange	23.00%	23.00%		
	RCF to 800	23.00%	23.00%		
	RCF Additional	23.00%	23.00%		
	Selective Call Forwarding	23.00%	23.00%		
	Speed Calling 8	23.00%	23.00%		
	Three Way Calling	23.00%	23.00%		

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	Call Screening		23.00%	23.00%		
	Busy Line Transfer		23.00%	23.00%		
	Alternate Answer		23.00%	23.00%		
	Message Waiting - Tone		23.00%	23.00%		
	Easy Call		23.00%	23.00%		
	AMERITECH Privacy Manager		23.00%	23.00%		
	Name and Number Delivery Service		23.00%	23.00%		
	ISDN					
	ISDN		9.75%	9.75%		
	OTHER (Resale)					
	DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services		15.00%	15.00%		
	Local Operator Assiustance Service		15.00%	15.00%		
	OTHER					
	Grandfathered Services		0.00%	0.00%		
	Promotions (Greater than 90 Days)		23.00%	23.00%		
	TouchTone		23.00%	23.00%		
	Home Services Packages		23.00%	23.00%		
	900/976 Call Blocking (900/976 Call Restriction)		0%	0%		
	976 (976 Information Delivery Service)		0%	0%		
	Access Services (See Access Tariff)		0%	0%		
	Additional Directory Listings		15.00%	15.00%		
	Carrier Disconnect Service (Company Initiated Suspension Service)		0%	0%		
	Connection Services		25.00%	25.00%		
	Premise Services/Line Backer (Maintenance of Service Charges)		0%	0%		
	Shared Tenant Service		0%	0%		
	TOLL					
	Toll		21.50%	21.50%		
	Electronic Billing Information Data (daily usage)		$0.00			
	per message					
	Local disconnect Report (LDR)					
	Per WTN		$0.00			
	Line Connection Charge					
	Residence			N/A		
	Busdiness			N/A		
	Service Order/Service Request Charge					
	Residence			$26.25		
	Business			$31.90		
	Non-Electronic (Manual) Service Order Charge					
	Residence			$9.02		
	Business			$9.02		
OTHER						
	Directory Assistance					
		Directory Assistance, per occurrence	$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.16		NA	NA
		Branding - Facility Based				
		- Branding, per trunk group	NA		$ 850.00	NA

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	Directory Assistance Listings (DAL)					
	Dialing Parity Listings License (DPLL)					
		Basic (for local and local toll DA service)				
		- Initial Load, per listing	NA		$ 0.030	NA
		- Updates, per listing	NA		$ 0.030	NA
		- Monthly Fulfillment Cost	$ 1,338.51		NA	NA
		- Non-Recurring Costs per Customer	NA		$ 5,273.83	NA
		Expanded Use (for local, local toll, and national DA service)				
		- Initial Load, per listing	NA		$ 0.030	NA
		- Updates, per listing	NA		$ 0.0408	NA
		- Monthly Fulfillment Cost	$ 1,319.00		NA	NA
		- Non-Recurring Costs per Customer	NA		$ 5,273.83	NA
	Operator Services					
		Fully Automated Call Processing, per occurrence	$ 0.15		NA	NA
		Operator Assisted Call Processing, per occurrence	$ 0.42		NA	NA
		Branding - Facility Based				
		- Branding, per trunk group	NA		$ 850.00	NA
	Ancillary Message Billing Compensation (Per Message)		$ 0.03		NA	NA
RECIPROCAL COMPENSATION						
	Tandem Switching					
		per minute of use	$ 0.000704		NA	NA
	Shared Transport					
		Termination per Minute of Use (Statewide)	$ 0.000188		NA	NA
		Facility per Minute, per Mile (Statewide)	$ 0.000014		NA	NA
	Local Switching					
		Per Originating or Terminating MOU (Statewide)	$ 0.004241		NA	NA
TRANSIT SERVICE						
	Tandem Switching					
		per minute of use	$ 0.004907		NA	
	Tandem Termination					
		per minute of use	$ 0.000175		NA	
	Tandem Facility					
		per minute of use	$ 0.000012		NA	
COLLOCATION						
		Applicable to Cageless Physical Collocation Only				
		Order Charge/Connect Order			$ 357.75	
		Order Charge/Disconnect Order			$ 9.37	
		COBO per Initial bay			$ 27,566.46	
		50%			$ 13,783.23	
		25%			$ 6,891.62	
		COBO ea addl bay			$ 4,765.16	
		50%			$ 2,382.58	
		25%			$ 1,191.29	
		CO Floor Space/bay	$ 52.73			

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
		Applicable to Caged Physical & Shared Cage Physical Collocation Only				
		Order Charge per Connect Order			$ 497.13	
		Order Charge/Disconnect order			$ 9.37	
		COBO per initial 50 sqft			$ 53,096.61	
		50%			$ 26,548.31	
		25%			$ 13,274.15	
		COBO ea addl 50 sqft			$ 13,703.38	
		50%			$ 6,851.69	
		25%			$ 3,425.85	
		Enclosure 1st 50 sqft			$ 3,370.72	
		enclosure ea addl 50 sqft			$ 1,542.80	
		CO floor space/50 sqft	$ 486.39			
		Applicable to All Physical Collocation Offerings				
		Cable Pulling Ca Vault to Node -1st ft			$ 77.97	
		Cable pulling Ca Vault to Node -ea addl ft			$ 0.78	
		Power Delivery/Power lead			$ 1,686.48	
		Space Reservation			$ 680.30	
		Entrance Conduit/innerduct/ft	$ 0.07			
		Passive bay Term (bay&Panel)/DS1 term	$ 0.67			
		Passive bay Term (bay&Panel)/DS3 term	$ 8.50			
		200 Conductor Block (outside node)	$ 80.32			
		Digital Timing Source/synch signal provided	$ 16.11			
		DS1 repeater	$ 7.47			
		DS3 repeater	$ 43.39			
		Security Photo ID card/card			$ 9.25	
		Applicable to All Physical & Virtual Collocation Offerings				
		Cable Vault Splicing - per initial			$ 192.55	
		Cable Vault Splicing - per subsequent			$ 14.27	
		Splice Testing - per Initial			$ 44.18	
		Splice Testing - per subsequent			$ 2.59	
		Cable Pulling MH to Cable Vault-1st ft			$ 208.94	
		Cable Pulling MH to Cable Vault-ea addl ft			$ 1.04	
		Diverse Riser/flr traversed			$ 584.31	
		Power Consumption/Fuse Amp	$ 6.43			
		Power Msmt Billing/Customer Arrgt	N/A			
		Power Consumption/KWH	N/A			
		Power Msmt/Customer Arrgt			N/A	
		Power Msmt Engrg Charge/Existing Arrgt			N/A	
		200 Conductor Electrical Cross Connect Block	$ 80.32			
		Digital Cross-Connect Panel(DSX3)/DS3 term	$ 19.12			
		Digital Cross-Connect Panel(DSX1)/DS1 panel	$ 59.90			
		Optical Cross-Conn panel/OCX Panel segment	$ 7.13			
		Riser space/ft	$ 1.39			
		Applicable to Virtual Collocation Only				
		Service Order			$ 104.74	
		Cable Pulling-Vault to LGX Panel- 1st ft			$ 77.97	
		Cable Pulling-Vault to LGX Panel- ea addl ft			$ 0.78	
		Proj Mgmt Fee - initial 7' bay			$ 2,721.18	
		Proj Mgmt Fee - ea subs 7' bay			$ 1,360.59	
		Proj Mgmt Fee - initial shelf			$ 2,040.89	
		Proj Mgmt Fee - ea addl shelf			$ 1,224.53	
		Proj Mgmt Fee - per rearrangement			$ 1,632.71	
		Power Delivery/7' Bay			$ 1,686.48	
		Thru Connect per DSX1 to DSX1	$ 0.26		$ 6.55	
		Thru Connect per OCX to OCX	$ 1.84		$ 6.55	
		7' bay (Co. provided/installed)/bay	$ 47.65		$ 367.98	
		7' bay (cust provided/installed)/bay	$ 34.50			

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
		Riser Space/fiber termination	$ 1.91			
		Digital Timing Source/timing ckt	$ 3.21			
		Entrance Facility/ft	$ 0.07			
		Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)				
		Cable Racking/ft	$ 5.27			
		Project Mgmt Fee			$ 899.96	
	Premises Report					
		Premises Report			T&M	
		Note: T & M - Time and Materials				

Wisconsin
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion			N/A	N/A	N/A
Zone 1 - Rural		*	Discount existing rate in underlying agreement 25%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 25%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 25%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
2-Wire Analog Promotion			N/A	N/A	N/A
ADSL Promotion					
ADSL			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
Statewide			N/A	N/A	N/A

Wisconsin
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Service Order Promotion - Manual			N/A	N/A	N/A
Service Order Promotion - Electronic			N/A	N/A	N/A
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A

Wisconsin
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology			N/A	N/A	N/A

Wisconsin
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Statewide		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#6 2-Wire Very High-band Capable			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A

Wisconsin
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion			N/A	N/A	N/A
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Unbundled Local Loop*					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A

*Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

***These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).**

AMENDMENT
TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

between one or more of

Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated,
Michigan Bell Telephone Company,
Nevada Bell Telephone Company,
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company,
The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company,
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin

and

NEW EDGE NETWORK, INC. D/B/A NEW EDGE NETWORKS

The Interconnection Agreement ("the underlying Agreement") by and between Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company Wisconsin Bell, Inc d/b/a Ameritech Wisconsin, The Southern New England Telephone Company, and Southwestern Bell Telephone Company[1] ("ILEC") and New Edge Network, Inc. d/b/a New Edge Networks ("CLEC") is hereby amended as follows:

1. Section 5.2 of The General Terms and Conditions of the Agreement is amended to reflect a one-year extension and now reads as follows: The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on May 30, 2003 (the **"Term**").

2. Section 21.1 of The General Terms and Conditions of the Agreement is replaced in its entirety with the following Intervening Law Language:

[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

21.1 This Agreement is entered into as a result of both private negotiations between the Parties and the incorporation of some of the results of arbitration by the Commissions. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234, which is the subject of a pending appeal before the Supreme Court. The Parties further acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Agreement and any Amendments to such Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, **SBC-13STATE** does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions

and to adopt on a date specified by **SBC-13STATE** the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. The Parties further acknowledge and agree that by executing this Agreement and any Amendments to such Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions or proceedings or any remands thereof, including its right to seek legal review or a stay pending appeal of such decisions and its rights under this Intervening Law paragraph.

3. The existing Appendix Reciprocal Compensation is replaced with Appendix Reciprocal Compensation (After FCC Order No. 01-131) attached to this Amendment in its entirety.

4. The existing Appendix Resale is been replaced with the current Appendix Resale which is attached hereto and incorporated herein.

5. The existing Appendix Collocation is been replaced with the Physical and Virtual Collocation Appendices, which is attached hereto and incorporated herein.

6. The Agreement is amended to add the following appendix, which is attached hereto and incorporated herein: Attachment Yellow Zone Ordering Process ("YZP")-Optional Attachment to Appendix DSL

7. All other terms of the Agreement will remain the same.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

9. This Amendment shall be filed with and is subject to approval by each of the states respective Public Utility Commission and shall become effective following approval by such Commission.

10. The Pricing Appendix is amended to reflect the Appendix Pricing Schedules which is attached hereto and incorporated herein.

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APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)

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APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE OF TERM

1.1 This Appendix sets forth the terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.

1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.

1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.

1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.

1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

1.6 The Parties agree that this Appendix governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between ILEC and CLEC in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Telecommunications Act of 1996.

2. ILEC DESIGNATIONS

2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois,

Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.3 **SBC-12STATE** - As used herein**,** **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.5 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.6 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.

2.7 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.

2.8 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.

2.9 **SWBT-AR**-As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.

2.10 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.

2.11 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2.12 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

2.13 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.

3.2 For purposes of this Appendix, until such time that ILEC may choose to invoke the FCC's ISP pricing plan as ordered in FCC 01-131, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.

3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in **SBC-12STATE**, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.

3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.

3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls

passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

5. LOCAL CALL TERMINATION

5.1 Until and unless ILEC chooses to invoke the FCC's pricing plan as ordered in FCC 01-131, the compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.

5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:

5.3 Tandem Serving Rate Elements:

5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.

5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.

5.4 End Office Serving Rate Elements:

5.4.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC in the monthly billing cycle.

5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6. NON-LOCAL CALL TERMINATION

6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in section 5. above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5. above does not apply, and that the Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

6.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

7. OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX

7.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **SWBT-OK**, **SWBT-KS**, **SWBT-AR**, and **SWBT-TX** are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. MCA TRAFFIC -- SBC-MO

8.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

9. TRANSIT TRAFFIC COMPENSATION

9.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits an **SBC-13STATE** network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **SWBT-MO**. The rates that **SBC-13STATE** shall charge for transiting CLEC traffic are outlined in Appendix Pricing.

9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

9.3 The CLEC shall not bill **SBC-13STATE** for terminating any Transit traffic, whether identified or unidentified, i.e. whether **SBC-13STATE** is sent CPN or is not sent CPN by the originating company.

9.4 In those **SBC-13STATE**s where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **SBC-13STATE** is the PTC, **SBC-13STATE** shall deliver such intraLATA

Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, **SBC-13STATE** shall reimburse the terminating carrier at **SBC-13STATE**'s applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

9.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

10. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX

10.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a **SBC-SWBT** one-way or two-way optional exchange and the other End User is within the **SWBT-KS**, **SWBT-AR**, and/or **SWBT-TX** local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party Independent LEC that shares a common mandatory local calling area with all **SWBT-MO**, **SWBT-KS**, **SWBT-AR**, and **SWBT-TX** exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

11. INTRALATA 800 TRAFFIC

11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

12. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

12.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

12.3 Billing to Interexchange Carriers (IXCs) and ESPs for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, CLEC is the Initial Billing Company (IBC) and **SBC-13STATE** is the Subsequent Billing Company.

12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

12.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.

12.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When ILEC performs 800 database queries,

ILEC will charge the end office provider for the database query in accordance with standard industry practices.

12.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

12.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. **SBC-13STATE** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, **SBC-13STATE** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

12.9 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

12.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. INTRALATA TOLL TRAFFIC COMPENSATION

13.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14. BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

14.1 In **SBC-SWBT** other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:

14.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.

14.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.

14.4 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.

14.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.

14.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

14.7 MOUs will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

14.8 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with **SBC-13STATE**s, **SBC-13STATE**s will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

15. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

15.1 In **SBC-AMERITECH**, **NEVADA**, **PACIFIC**, and **SNET**, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:

15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and

15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.

15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order.") The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the ILEC's option to invoke on a date specified by ILEC the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

16.2 ILEC agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

16.3 ILEC and CLEC agree to carry out the FCC terminating compensation plan on the date designated by ILEC without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

16.4 Should a regulatory agency, court or legislature change or nullify the ILEC's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among ILEC, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

16.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP

intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

16.6 Because of the possibilities in section 16.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among ILEC, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

16.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.

16.8 The parties agree to that the foregoing terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.

16.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17. ADDITIONAL TERMS AND CONDITIONS

17.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection 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.

17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between ILEC and CLEC, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and/or Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.5 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.6 As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.

1.7 As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.

1.8 As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.

1.9 As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.

1.10 As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.

1.11 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.

1.12 As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.

1.13 As used herein, **AM-IL** means the applicable above listed ILEC doing business in Illinois.

1.14 As used herein, **AM-OH** means the applicable above listed ILEC doing business in Ohio.

1.15 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

1.16 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

1.17 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

1.18 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

1.19 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC-13STATE**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.

2.1.1 This section applies only to **SWBT-KS**:

2.1.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll. The three-tier discount structure will be made available upon written request from CLEC negotiating an interconnection agreement with SWBT.

2.2 **SBC-13STATE** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.

2.3 Telecommunications Services will be offered by **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

2.4 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC-13STATE** to **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users.

3.2 CLEC shall only sell Plexar , Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC-13STATE** retail tariff(s) applicable within that state.

3.3 Except where otherwise explicitly permitted in **SBC-13STATE**'s corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

3.3.1 This section applies only to **SWBT-TX**:

3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, **SWBT-TX** will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.

3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC-13STATE** offers such services (for example, residence service shall not be resold to business End Users).

3.4.1 **SBC-13STATE** - CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services"

means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC-13STATE** tariffs.

3.4.2 This section applies only to **SBC-SWBT**: **AM-WI, AM-OH and AM-IN**

3.4.2.1 CLEC may only resell **SBC-SWBT, AM-WI, AM-OH** and **AM-IN low income assistance services, e.g.** LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC-SWBT**, **AM-WI**, **AM-OH** and **AM-IN** tariffs.

3.4.3 This section applies only to **PACIFIC, SNET** and **SBC-AM-IL:**

3.4.3.1 **PACIFIC, SNET** and **SBC-AM-IL** LifeLine and Link-Up services are not available for resale.

3.4.3.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4 This section applies only to **NEVADA:**

3.4.4.1 **NEVADA low income assistance services, e.g.,** LifeLine and Link-Up services are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). At the end of the 90 day

period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating it own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to **NEVADA** and **SWBT-MO**:

3.5.2.1 Promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.2.2 Promotions of ninety (90) days or more are available to CLEC for resale at the applicable wholesale discount, state specific.

3.5.3 This section applies only to **PACIFIC, SBC-AMERITECH**, **SNET**, and **SWBT-AR**

3.5.3.1 Promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.3.2 **Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.**

3.5.4 This section applies only to **SWBT-KS, SWBT-TX**, and **SWBT-OK**:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE**'s corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.

3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as "conversion charges," and are applied per billable telephone number.

3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal

service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."

3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.

3.12 If CLEC is in violation of any provision of this Appendix, **SBC-13STATE** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will bill CLEC a sum equal (i) the charges that would have been billed by **SBC-13STATE** to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify **SBC-13STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC-13STATE** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 **SBC-13STATE**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

3.14 This section applies only to **SWBT-KS, SWBT-TX and SWBT-MO**:

3.14.1 CLEC may convert current **SWBT-KS, SWBT-TX and SWBT-MO** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Kansas or Texas, and

3.14.2 **SWBT-KS, SWBT-TX and SWBT-MO** and any other reseller of **SWBT-KS, SWBT-TX or SWBT-MO** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Kansas, Texas or Missouri.

3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SWBT-KS, SWBT-TX or SWBT-MO** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.

3.14.4 Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.

3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SWBT-KS**, **SWBT-TX**, or **SWBT-MO** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas. CLECs may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas.

3.14.4.2 **SWBT-MO** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.14.4.3 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **SWBT-KS, SWBT-TX**, or **SWBT-MO** or any other local service provider reselling **SWBT-KS, SWBT-TX**, or **SWBT-MO** local service.

3.14.4.4 If another reseller of **SWBT-KS, SWBT-TX**, or **SWBT-MO** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contact and termination liability with the other reseller. CLEC agrees that **SWBT-KS, SBC-TX**, or **SWBT-MO** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against

SWBT-KS, SWBT-TX, or **SWBT-MO** in connection with any conversion by another reseller of **SWBT-KS, SWBT-TX,** or **SWBT-MO** local service of any CLEC End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of **SWBT-KS, SWBT-TX**, and **SWBT-MO** in connection with Assumptions of CSP Contract Conversions:

3.14.5.1 **SWBT-KS**, **SWBT-TX**, and **SWBT-MO** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

3.14.5.2 **SWBT-KS, SWBT-TX, or SWBT-MO** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **SWBT-KS, SWBT-TX, or SWBT-MO**.

3.15 This section applies only to **SBC-AMERITECH**:

3.15.1 **SBC-AMERITECH** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **AM-IL** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.2 **AM-MI** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.

3.15.2.3 **AM-OH**, and **AM-WI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 **AM-IN** tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.

3.15.2.5 **SBC-AMERITECH** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If CLEC elects to terminate a **SBC-AMERITECH** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable

termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 Where available, **SBC-13STATE** will afford CLEC's End Users the ability to make 911 calls. CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by SWBT, CLEC shall provide **SBC-13STATE** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration.

4.1.1 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.

4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.

4.5 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-13STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-13STATE**'s subscribers.

4.5.1 If CLEC's End User already has a current **SBC-13STATE** local White Pages directory, **SBC-13STATE** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

4.6 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

4.7 At its request, CLEC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than **SBC-8STATE**

"Informational Page". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.

4.8 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Directory Assistance services. CLEC shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by CLEC's End Users.

4.9 Subject to any blocking that may be ordered by CLEC for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.

4.10 **SBC-13STATE** offers CLEC the opportunity to customize route its End Users' /OS/DA calls where technically feasible.

4.11 OS/DA Branding

4.11.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:

4.11.2 Call Branding

4.11.2.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

4.11.3 **SBC-13STATE** – CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.11.4 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.12 Branding Load Charges:

4.12.1 **SBC-SWBT** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC-SWBT** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

4.12.1.1 **SBC-AMERITECH –** An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.12.1.2 **SBC-2STATE –** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.12.1.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OS/DA RATE/REFERENCE INFORMATION

5.1 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC-12STATE** will quote the applicable OS/DA rates as provided by the CLEC.

5.2 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a CLEC end user, **SNET** will quote the surcharge rate only.

5.3 CLEC will furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.4 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-12STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

5.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.6 Payphone Services

5.6.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **SBC-13STATE**'s services offered pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered **SBC-13STATE** to compensate PSP customers of CLECs that resell **SBC-13STATE**'s services for certain calls originated from pay telephones. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

5.6.2 The Parties desire that **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.

5.6.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC-13STATE** will pay Payphone Compensation to CLEC only for:

5.6.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and

5.6.3.2 IntraLATA calls placed using **SBC-13STATE**'s prepaid calling card platform and carried by **SBC-13STATE**.

5.6.4 **SBC-13STATE** will not be required to pay any Payphone Compensation for non-sent paid calls.

5.6.5 **SBC-13STATE** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **SBC-13STATE** deems it necessary to investigate a call or calls for possible fraud.

5.6.6 **SBC-13STATE** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC-13STATE** will not automatically issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.

5.6.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

5.6.8 CLEC represents and warrants that the only **SBC-13STATE** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **SBC-13STATE** offers pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix.

5.6.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **SBC-13STATE** pays any Payphone Compensation to CLEC later than

sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.

5.6.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

5.6.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

5.6.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

5.6.10.3 False representation by CLEC.

5.7 Suspension of Service

5.7.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

5.7.2 **SBC-13STATE** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

5.7.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

5.7.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly

service charges for the End User's service from the suspension date through the disconnection date.

5.7.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

6. USE OF SBC BRAND

6.1 Except where otherwise required by law, CLEC shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC's customers.

7. RESPONSIBILITIES OF SBC-13STATE

7.1 **SBC-13STATE** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **SBC-13STATE** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.

7.2 **SBC-13STATE** shall implement CLEC service orders within the same time intervals **SBC-13STATE** uses to implement service orders for similar services for its own End Users.

7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **SBC-13STATE** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.

7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.4 **SBC-13STATE** will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

7.5 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **SBC-13STATE** will notify CLEC of any changes in the terms and conditions under which **SBC-13STATE** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.

7.5.1 **SBC-13STATE** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.

7.6 CLEC's End User's activation of Call Trace shall be handled by the **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify **SBC-13STATE** against any Claim that insufficient information led to inadequate prosecution.

7.6.2 **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.7 This section applies only to **PACIFIC**:

7.7.1 Cooperation on Fraud

7.7.1.1 Traffic Alert Referral Service

7.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **PACIFIC**'s TARS. In providing TARS to CLEC, **PACIFIC** notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that **PACIFIC** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide **PACIFIC** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **PACIFIC** grants to CLEC a non-exclusive right to use the information provided by **PACIFIC**. LEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **PACIFIC** a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."

7.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. **PACIFIC** takes no responsibility, will not investigate, and will make no adjustments to CLEC's account(s) in cases of fraud or any other related End User dispute.

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **PACIFIC** shall not be liable for any damages to CLEC or to any other person or entity for **PACIFIC**'s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold **PACIFIC** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of **PACIFIC**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **PACIFIC** or its employees.

7.8 This section applies only to **PACIFIC**:

7.8.1 **PACIFIC** will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, **PACIFIC** will provide a recorded announcement of the CLEC name and number and **PACIFIC** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **PACIFIC** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **SBC-13STATE** shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC-13STATE** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in

a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

8.2.1 **SBC-13STATE** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to **SBC-13STATE** upon request and at no charge.

8.2.1.1 The following applies to **AM-MI** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.

8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **SBC-13STATE** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **SBC-13STATE**, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."

8.5 Should **SBC-13STATE** receive an order from CLEC for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from **SBC-13STATE**.

8.5.1 If **SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC-13STATE** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other

local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from **SBC-13STATE**.

8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. **SBC-13STATE** will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number "WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay **SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**'s sole discretion, so long as **SBC-13STATE** provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **SBC-13STATE** grants to CLEC a non-exclusive right to use the LDR information provided by **SBC-13STATE**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.

8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **SBC-13STATE** for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **SBC-13STATE**.

8.7 **SBC-13STATE** shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.

8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

8.9 CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces as described in this Appendix and Appendix OSS.

8.10 CLEC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.

8.10.1 In the event that CLEC's End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call CLEC and may provide CLEC's contact number.

8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

8.12 CLEC will provide forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 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.

APPENDIX B
PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Physical Collocation provided by the applicable **SBC** Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

2. DEFINITIONS

2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P.d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.3 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.5 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.

2.6 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2.7 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

2.8 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2.9 **"Active Central Office Space"** denotes the existing, central office switch room space, which can be designated for physical collocation, with sufficient

infrastructure systems. Also denotes central office space that may contain obsolete and unused equipment.

2.10 **"Adjacent Structure"** is a Collocator provided structure at **SBC-13STATE**'s Premises adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

2.11 **"Application Fee"** means the charge assessed by **SBC-13STATE** to process the Collocator's application for physical collocation requests.

2.12 **"Approved Vendor"** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.

2.13 **"Augment"** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Physical Collocation arrangement.

2.14 **"Caged Physical Collocation"** is a cage or similar structure (not including a top) enclosing Collocator's Physical Collocation Space in which a Collocator may install its telecommunications equipment.

2.15 **"Cageless Physical Collocation"** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

2.16 **"Collocation Interconnection Power Panel (CIPP)"** is a DC Power panel for Power termination. ***Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage; See*** also 9.6.5.

2.17 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13STATE** location, for purposes of Interconnection with **SBC-13STATE** or access to Unbundled Network Elements (UNEs).

2.18 **"Delivery Date"** is the date, which **SBC-13STATE** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.

2.19 **"Eligible Equipment"** is the equipment eligible for collocation as defined in Section 6 of this Appendix.

2.20 **"Eligible Structure"** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a structure that houses **SBC-13STATE** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.21 **"Engineering Design Charge"** is the charge assessed by **SBC-MOKA** to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.

2.22 **"Entrance Fiber Facility"** is an arrangement where a Collocator-provided single mode fire retardant dielectric fiber optic cable extends from the **SBC-13STATE** designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC-13STATE** Eligible Structure, if available.

2.23 "Equipment" means hardware that must use power, have electronics, and provide a Telecommunications Service. The equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. The Collocator may not collocate its equipment sub-components or piece-parts.

2.24 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.25 **"Infrastructure Systems"** include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.26 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**'s, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (https://clec.sbc.com/), as amended from time to time.

2.27 "**Non Standard Collocation Request (NSCR)**" in **SBC-AMERITECH**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.28 **"Other Central Office Space"** denotes the space within the central office, which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.

2.29 **"Physical Collocation"** is as defined in Section 4 of this Appendix.

2.30 **"Physical Collocation Space"** is the space provided for the Collocator's physical collocation arrangement located within an **SBC-13STATE** Eligible Structure.

2.31 **"Point of Termination (POT)"** denotes the point of demarcation, within an Eligible Structure at which the **SBC-13STATE** responsibility for the provisioning of service ends.

2.32 **"Premises"** means **SBC-13STATE**'s Eligible Structures and all land owned, leased or otherwise controlled by **SBC-13STATE** that is adjacent to these Eligible Structures.

2.33 **"Project Management Fee"** reflects **SBC-13STATE**'s labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.

2.34 **"Shared Physical Collocation Cage"** is a caged Physical Collocation Space that is shared by two or more Collocators within the **SBC-13STATE**'s Eligible Structure.

2.35 **"Technically Feasible" -** A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **SBC-13STATE**'s Eligible Structures that such an arrangement is technically feasible.

2.36 **"Unbundled Network Element (UNE)"** is As Defined in the Act.

2.37 "Unused Space" is space within **SBC-13STATE** Premises which is available for collocation (subject to technically feasibility, state and local safety and engineering requirements, third party property rights, and other requirements set forth in this Agreement) unless it is (a) physically occupied by non-obsolete and/or used equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by **SBC-13STATE** or by another carrier or affiliate; or (f) essential for the administration and proper functioning of **SBC-13STATE**'s Premises.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Physical Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. The following shall apply:

3.2.2.1 If the State Commission has not approved the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their State Certification prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.2.2.4 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval.

4. GENERAL OFFERINGS

4.1 Except where Physical Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Physical Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Physical Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.

4.1.1 Caged Physical Collocation

4.1.1.1 In the **SBC-13STATE**'s, Collocator may apply for Caged Physical Collocation in initial and subsequent increments of fifty (50) square feet. Space totaling less than fifty (50) square feet will be provided where technically feasible. The caged serving arrangement is an area designated by **SBC-13STATE** within an Eligible Structure to be used by a Collocator for the sole purpose of installing, maintaining and operating Collocator provided equipment. **SBC-13STATE** will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the Physical Collocation Space so the first Collocator in an **SBC-13STATE** Eligible Structure will not be responsible for the entire cost of site preparation.

4.1.1.2 The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved

plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must 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.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, **SBC-13STATE** shall provide Collocator Shared Caged Collocation in any Unused Space.

4.1.2.1.1 A Collocator may request that **SBC-13STATE** provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space (**"New Shared Collocation"**) or (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation (**"Subleased Shared Collocation"**). In each Shared Caged Collocation arrangement, **SBC-13STATE**'s single point of contact (SPOC) with respect to such arrangement shall be referred to as the **"Primary Collocator"**. For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a **"Resident Collocator"**. An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and

place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from **SBC-13STATE** in a single application. The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must 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. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of

site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and **SBC-13STATE** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **SBC-13STATE** shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

4.1.2.1.3 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation t shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

4.1.2.1.4 The Primary Collocator represents and warrants to **SBC-13STATE** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 6.1 of this Appendix and which is necessary to Interconnect with **SBC-13STATE** or for access to **SBC-13STATE**'s Unbundled Network Elements. **SBC-13STATE** shall provide Collocator access to **SBC-13STATE**'s Unbundled Network Elements and permit Collocator to interconnect its network with **SBC-13STATE** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **SBC-13STATE** shall

have no obligation to provide Collocator's Resident Collocators access to **SBC-13STATE**'s Unbundled Network Elements or **SBC-13STATE**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with **SBC-13STATE**.

4.1.2.1.5 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees **SBC-13STATE** the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. **SBC-13STATE** shall bill the new Primary Collocator any applicable charges to change **SBC-13STATE**'s records and databases to reflect such new Primary Collocator.

4.1.3 Cageless Physical Collocation

4.1.3.1 Subject to technical feasibility and security requirements, **SBC-13STATE** will allow Collocator to collocate in any Unused Space in **SBC-13STATE's** Eligible Structure (eg. Central Office, CEV, Hut or Cabinet containing Telecommunications Equipment), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to Collocator's Physical Collocation Space. **SBC-13STATE** will designate the space to be used for cageless collocation. **SBC-13STATE** may require Collocator to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's use, and once inside the building, **SBC-13STATE** must permit Collocator to have direct access to their equipment.

4.1.3.2 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.1.3.3 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.1.3.4 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width and up to 36" in depth.

4.1.3.5 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay; provided, however, in no event may the equipment be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

4.1.3.6 **SBC-13STATE** may not require Collocator to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to **SBC-13STATE**'s network if technically feasible. **SBC-13STATE** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **SBC-13STATE** equipment in its own cage, and other reasonable security measures examples of which are described herein Section 13 of this Appendix. **SBC-13STATE** must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in single bay increments. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. **SBC-13STATE** will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack space required to mount the Collocator's equipment including any space required for equipment separation and heat dissipation).

4.1.4 Adjacent Structure Collocation

4.1.4.1 When space is legitimately exhausted inside an **SBC-13STATE** Eligible Structure, **SBC-13STATE** will permit Collocator to physically collocate in an Adjacent Structure (e.g. controlled

environmental vaults, controlled environmental huts or similar structures such as those used by **SBC-13STATE** to house telecommunications equipment) located at **SBC-13STATE**'s Premises to the extent technically feasible. **SBC-13STATE** will permit Collocator or a third party to construct or otherwise procure such Adjacent Structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and **SBC-13STATE**'s right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. **SBC-13STATE** will allow the Collocator to provide equipment installed within the Adjacent Structure subject to all the requirements set forth in this Appendix. Collocator will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. **SBC-13STATE** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. **SBC-13STATE** will assign the location where the Adjacent Structure will be placed.

4.1.4.2 When requested, **SBC-13STATE** will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office. When power requirements are beyond these office capacities and distance limitations, **SBC-13STATE** will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **SBC-13STATE** will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement.

4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, **SBC-13STATE** will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead **SBC-13STATE** will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.

4.2 All requests for **"Other Physical Collocation"** arrangements or other Collocation services not contained in this Appendix will be considered on a case-by-case basis (ICB or NSCR). Other Physical Collocation arrangements or other Collocation services requested via an ICB or NSCR shall (i) be subject to the payment by CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and develop, provision and bill such Collocation method or service, (ii) be excluded from any provisioning intervals or performance measures contained in this Agreement, and (iii) require the Parties to reach written agreement on any rates, terms and conditions applicable to such ICB or NSCR within thirty (30) days after CLEC confirms its order pursuant to the ICB or NSCR. When a Collocator requests a particular Physical Collocation arrangement, the Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC, with a substantially similar network, has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If **SBC-13STATE** refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

4.3 The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Physical Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5.3 and 10.6 of this Appendix.

4.4 **SBC-13STATE** shall permit Collocator to place its own connecting transmission facilities within **SBC-13STATE**'s Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**, subject to reasonable safety limitations.

4.5 **SBC-13STATE** shall voluntarily permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment in a Physical Collocation Space to its collocated equipment located within the same **SBC-13STATE** Eligible Structure provided such Collocator has satisfied the statutory and contractual requirements for collocation in each instance. In addition, **SBC-13STATE** shall permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment and the collocated equipment of one or more separate telecommunications carriers collocated within the same **SBC-13STATE** Premises provided that Collocator and each such carrier has satisfied the statutory and

contractual requirements to qualify for collocation. Where technically feasible, a connection may be made using copper cable, dark fiber, lit fiber, or such other transmission medium (media) mutually agreed to by SBC and collocators in writing. A collocation application listing a different medium (media) for a connection, even if accepted by **SBC-13STATE**, shall not constitute such a writing. A Collocator's request for a connection using other transmission medium (media) shall be submitted via the NSCR/ICB procedure.

4.5.1 **SBC-13STATE** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such connections. Such connections and their installation shall be subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY AND ASSIGNMENT

5.1 At the request of Collocator, **SBC-13STATE** will provide space for Physical Collocation as described above. **SBC-13STATE** is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, **SBC-13STATE** will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where **SBC-13STATE** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 **SBC-13STATE** will provide physical collocation arrangements in Eligible Structures and on its Premises on a “first-come, first-served” basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or

type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

5.2.1 When space for Physical Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date Collocator submitted its application for Physical Collocation in that Eligible Structure.

5.3 If **SBC-13STATE** contends that space for Physical Collocation is not available in an Eligible Structure, **SBC-13STATE** must allow Collocator to tour the entire central office or other Eligible Structure in question, without charge and within ten (10) calendar from the receipt of **SBC-13STATE**'s denial of space notification or such later date as mutually agreed by the parties. Prior to taking a tour, each representative must execute and deliver to **SBC-13STATE** a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an **SBC-13STATE**'s Eligible Structure.

5.3.1 If Collocator disputes **SBC-13STATE**'s determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by **SBC-13STATE** and the Collocator. The third party engineer shall take into consideration **SBC-13STATE**'s planned use for the Eligible Structure under review and, to the extent it can review Collocator space and how it is used.

5.3.2 If **SBC-13STATE** denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, **SBC-13STATE** shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, **SBC-13STATE** or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.4 **SBC-13STATE** will maintain a publicly available document, posted for viewing on **SBC-13STATE**'s CLEC ONLINE Web-site, indicating all Eligible Structures that are full, and will update such a document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation Space.

5.5 Upon receipt of a written request, **SBC-13STATE** will submit to the Collocator within ten (10) calendar days of the submission of the request a report describing in detail the space that is available for collocation in a particular **SBC-13STATE** Premises. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. This report will also include measures that **SBC-13STATE** is taking to make additional space additional space available for collocation. **SBC-13STATE** will provide a report for two (2) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should the Collocator submit more than twenty (20) requests at once, **SBC-13STATE** will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.

5.5.1 In **SBC-13STATE**, reports shall be ordered via the Collocation order form on **SBC-13STATE's** CLEC ONLINE Web-site and shall specifically identify the CLLI code of each Premises for which a report is ordered.

5.5.2 **SBC-13STATE** shall recover costs for the implementation of these reporting measures in a reasonable manner.

5.5.3 **SBC-13STATE** shall permit a Collocator to submit Physical Collocation Space preferences prior to **SBC-13STATE** assigning the carrier's space. Such preference shall be indicated on the Collocator's Physical Collocation application.

5.6 **SBC-13STATE** is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, **SBC-13STATE** is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. **SBC-13STATE** and Collocator shall not unreasonably warehouse forecasted space.

5.7 To the extent possible, **SBC-13STATE** will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets **SBC-13STATE**'s non-discriminatory practices regarding efficient space utilization.

5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **SBC-13STATE** will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide **SBC-13STATE** with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

5.9 **SBC-13STATE** may retain a limited amount of floor space for **SBC-13STATE**'s own specific future uses; provided, however that neither **SBC-13STATE** nor any of its affiliates may reserve space for future use for like equipment on terms more favorable than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, **SBC-13STATE** will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless **SBC-13STATE** proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, **SBC-13STATE** and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection.

5.10 At the request of the Commission or Collocator, **SBC-13STATE** shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. **SBC-13STATE** shall be permitted to recover the cost of removal and/or relocation of such equipment if **SBC-13STATE** incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

5.11 **SBC-13STATE** may impose reasonable restrictions on its provision of additional Unused Space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that **SBC-13STATE** shall not set a maximum space limitation on Collocator unless **SBC-13STATE** proves to the Commission that space constraints make such restrictions necessary.

5.12 Notwithstanding anything contrary in this Agreement, **SBC-13STATE** maintains ultimate authority to assign and configure space for Physical Collocation within its Premises. **SBC-13STATE** will assign Physical Collocation Space on rates, terms and conditions that are just, reasonable, and nondiscriminatory. **SBC-13STATE**'s space assignment will not (i) materially increase a Collocator's collocation costs or materially delay a Collocator's occupation and use of the **SBC-13STATE**'s Premises, unless required by operational constraints unrelated

to competitive concerns, or (ii) reduce unreasonably the total space available for physical collocation or preclude unreasonably Physical Collocation within **SBC-13STATE**'s Premises. In addition, **SBC-13STATE** will not assign Physical Collocation Space that will discriminatorily impair the quality of service or impose other material limitations on the service Collocator wishes to offer.

5.13 **SBC-13STATE** may restrict Physical Collocation to space separated from space housing **SBC-13STATE's** Equipment, provided that each of the following conditions is met:

(1) Either legitimate security concerns, or operational constraints unrelated to **SBC-13STATE's** or any of its Affiliates' or subsidiaries competitive concerns, warrant such separation;

(2) Any Physical Collocation Space assigned to an Affiliate or subsidiary of **SBC-13STATE** is separate from space housing **SBC-13STATE's** equipment;

(3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space;

(4) The cost of the separate space to Collocator will not be materially higher than the cost of non-separated space; and

(5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

5.14 **SBC-13STATE** may require the employees and contractors of Collocator to use a central or separate entrance to the **SBC-13STATE** Premises; provided, however, that where **SBC-13STATE** requires that the employees or contractors of Collocator access collocated Equipment only through a separate entrance, employees and contractors of the **SBC-13STATE**'s Affiliates and Subsidiaries will be subject to the same restriction.

5.15 **SBC-13STATE** may construct or require the construction of a separate entrance to access Physical Collocation Space, provided that each of the following conditions is met:

(1) Construction of a separate entrance is technically feasible;

(2) Either legitimate security concerns, or operational constraints unrelated to **SBC-13STATE's** or any of its Affiliates' or Subsidiaries competitive concerns, warrant such separation;

(3) Construction of a separate entrance will not artificially delay collocation provisioning; and

(4) Construction of a separate entrance will not materially increase Collocator's costs.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 **SBC-13STATE** will allow Equipment to be collocated only if (1) it is "necessary" for interconnection to the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access, or for access to **SBC-13STATE**'s unbundled network elements ("UNEs") for the provision of a Telecommunications Service, under all the standards and requirements addressed in this Section 6, or (2) **SBC-13STATE** voluntarily decides to allow the Equipment to be collocated on a non-discriminatory basis.

6.2 For purposes of this Section 6, Equipment is considered "necessary" as follows:

(1) Equipment is considered necessary for Interconnection if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining interconnection with **SBC-13STATE** at a level equal in quality to that which **SBC 13STATE** obtains within its own network or **SBC-13STATE** provides to any Affiliate, subsidiary, or other party.

(2) Equipment is considered necessary for access to a UNE if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude Collocator from obtaining nondiscriminatory access to that UNE, including any of its features, functions, or capabilities.

6.3 Subject to the requirements of Section 6, "Stand-alone Function" Equipment that may be collocated include:

(1) transmission equipment that is optical terminating equipment or a multiplexer.

(2) Equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.

(3) Equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. "Advanced Services Equipment" is defined as, and limited to, the following equipment: DSLAMs or functionally equivalent equipment; spectrum splitters that are used solely in the provision of Advanced Services; packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; modems used in the

provision of packetized data; and DACS frames used only in the provision of Advanced Services.

(4) Optical Concentrator Devices ("OCDs") or functionally equivalent Equipment used to provide Advanced Services.

(5) remote switch modules ("RSMs") used in conjunction, via an umbilical, with host switches located in different CLEC locations.

6.4 **SBC-13STATE** may, at its option on a non-discriminatory basis, deny collocation of any of the above, or any other, Equipment if collocation of that Equipment would burden **SBC 13STATE**'s property interests and alternative Equipment not imposing such a burden is practically, economically, and operationally available to obtain interconnection or access to UNEs consistent with sections 251(c)(2) and 251(c)(3) of the Act. For **SBC-13STATE** to consider whether a request avoids such burden, the CLEC must provide all information needed by **SBC-13STATE** concerning the equipment or facilities in question, including without limitation its size (height, width, and depth) and its requirements for power, heat, ventilation, and air conditioning, and other resources. In addition, in order for **SBC-13STATE** to determine whether or not Equipment meets the "necessary" standard, CLEC must provide information establishing how it intends to use the equipment for interconnection with **SBC-13STATE**'s network for the transmission and routing of telephone exchange service and exchange access and/or for access to **SBC-13STATE**'s UNEs for the provision of a Telecommunications Service. For this purpose, CLEC must identify what it intends to interconnect the Equipment to and/or what it intends to use the Equipment to access and must identify the services it intends to use the Equipment to provide. To qualify for collocation, any of the above Equipment that is used for switching or routing must be (1) "necessary" under the standards set forth above for access to a **SBC-13STATE** UNE sub-loop and (2) used solely for that purpose unless it also meets the requirements set forth below for collocating "Multi-functional Equipment." Equipment excluded from collocation in any other sub-section of this Section 6 also would be excluded as "stand-alone function" Equipment. **SBC-13STATE** will make determinations on a request-by-request basis of whether or not Equipment meets these standards in order to be permitted, or whether or not Equipment will be voluntarily permitted. Moreover, if CLEC seeks to collocate a switch, CLEC must provide information establishing whether the switch is a packet switch, a circuit switch, or a combination. If the switch is a circuit switch or a combination, CLEC must provide information establishing whether or not the switch is used in conjunction, via an umbilical, with host switches located in different CLEC locations.

6.5 **SBC-13STATE** will not allow collocation of, among other Equipment, traditional, circuit switches or enhanced/information services Equipment. For purposes of this section, "traditional, circuit switch" is defined as any Equipment that performs circuit switching independently of other switches or switching systems and does not meet the requirements set forth below for collocating "Multi-functional Equipment." "Traditional circuit switches" include, but are not limited to, the following examples of equipment when such equipment does not meet such requirements: (1) equipment with circuit switching capabilities included in 47 CFR section 51.319(c) which defines "local circuit switching capability" and "local tandem switching capability;" (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; and Siemens EWSD. For purposes of this Section 6, "enhanced services" are defined as in 47 CFR section 64.702, and "information services" are defined as in section 3(2) of the Act.

6.6 For purposes of this Section 6, "Multi-functional Equipment" is defined as Equipment that combines one or more functions that are necessary for interconnection or access to UNEs with one or more functions that would not meet that standard as stand-alone functions ("Unnecessary Functions"). **SBC-13STATE** will permit the collocation of Multi-functional Equipment if and only if the primary purpose and function of the Equipment, as the Collocator seeks to deploy it, meets all the requirements set forth Section 6.3 above for either interconnection or access to UNEs. For a piece of Multi-functional Equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more UNEs, there also must be a logical nexus between the additional functions the Equipment would perform and the telecommunication services which the Collocator seeks to provide to its customers by means of the interconnection or UNE. The additional functions must aid in the actual transmission or routing of telephone exchange service and exchange access used with interconnection, or in the actual provision of the telecommunications service used with access to UNEs, in the manner that the CLEC intends to provide such services. For example, **SBC-13STATE** will not allow collocation of certain Equipment including, without limitation, Equipment used to provide payroll processing, data collection, billing, or Equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, or other operation support systems, or other Equipment that does not provide telecommunications services. Collocator may not collocate Multi-Functional Equipment that has Unnecessary Functions which significantly increases the burden on **SBC-13STATE**'s property interests. For example, the additional functions must not require reconfiguration of the outer boundaries of the CLEC's collocation space, increased floor support, or upgrades to power, air conditioning, heating, or similar plant. **SBC-13STATE** also will consider other potential burdens on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6. For **SBC-13STATE** to make

these considerations, the CLEC must provide, without limitation, the information described in Section 6.4.

6.7 Ancillary Equipment or facilities do not provide telecommunications services and are not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows the Collocator to place in its Physical Collocation space certain ancillary Equipment or facilities solely to support and be used with Equipment that the Collocator has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, portable test equipment, equipment racks and bays, and potential other ancillary equipment or facilities may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** agrees to such placement.

6.8 Collocator may not collocate certain equipment, facilities, or hardware which duplicate equipment, facilities or hardware used, and functions performed, by **SBC-13STATE** as part of its provision of infrastructure systems for collocation. Such equipment, facilities or hardware include, without limitation, Battery Distribution Fuse Bays, air conditioners, heaters, or bulk power plants. These and other types of equipment, facilities or hardware that do not provide Telecommunications Services may not be collocated.

6.9 **SBC-13STATE** will consider other equipment that provides a Telecommunications Service on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6.

6.10 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.11 All types of equipment placed in **SBC-13STATE** Eligible Structures or on its Premises by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and also contains Level 1 safety requirements except in Texas and any other state that has adopted the same approach as Texas, where Collocator’s equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.

6.12 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of

equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.13 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

6.14 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. PHYSICAL COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

For each Physical Collocation request, Collocator must submit a separate Physical Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to physically collocate equipment in a new Physical Collocation Space, (ii) a request to Augment an existing Physical Collocation Space, (iii) a request for direct cabling within an Eligible Structure, (iv) a request to partially disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (v) a request to complete disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (v) an ICB or NSCR, and (vi) specified revisions to Collocation Applications. A copy of the Physical Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site.

7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - The Parties acknowledge that CLEC may have obtained use of Physical Collocation Space and **SBC-13STATE**-provided facilities/equipment therein pursuant to a Collocation Application(s) submitted to **SBC-13STATE** prior to the effective date of this Agreement ("CLEC's Physical Collocation Embedded Base"). To the extent the CLEC's Physical Collocation Embedded Base, if any, was purchased by CLEC from an applicable **SBC-13STATE** Commission-ordered physical collocation tariff in a particular state, the associated non-recurring and recurring rates (and intervals for uncompleted work associated with those Applications) set forth in such tariff, as amended from time to time, shall continue to apply to the CLEC's Physical Collocation Embedded Base in such state. For the CLEC's Physical Collocation Embedded Base, if any, purchased by CLEC pursuant to rates, terms and conditions agreed to by the Parties in an applicable prior interconnection agreement for a particular state, the associated agreed to nonrecurring and recurring rates in the applicable prior interconnection agreement, attached hereto in the Pricing Schedule entitled "Physical Collocation Embedded Based Rates and Charges" (Appendix Pricing) and incorporated herein by reference (and any intervals for uncompleted work associated with those Applications), shall continue to apply to the CLEC's Physical Collocation Embedded Base in that state.[1] For any Collocation Application(s) submitted by CLEC to **SBC-13STATE** after the effective date of this Agreement, the associated recurring and non-recurring rates and charges in the Pricing Schedule entitled "Physical Collocation CDOW Rates and Charges" (Appendix Pricing) attached hereto and incorporated by reference, and the intervals set forth herein, shall apply. Charges may be generated on an ICB/NSCR basis or may be contained the state specific Appendix Pricing.

7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space, Augment, or Collocation services where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated

1 In the event that this Agreement is the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, for purposes of this Agreement, the term "CLEC's Physical Collocation Embedded Base" shall mean the Adopting CLEC's own Physical Collocation Embedded Base and the nonrecurring and recurring rates (and intervals for uncompleted work associated with those Applications) for such Physical Collocation Embedded Base shall be the nonrecurring and recurring rates (and intervals) in the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Physical Collocation Embedded Base from or the nonrecurring and recurring rates (and intervals) previously agreed to by the Adopting CLEC and SWBT pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and SWBT.

in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.

7.4 Collocator shall pay its proportionate share of any reasonable security arrangements **SBC-13STATE** employs to protect **SBC-13STATE** equipment and ensure network reliability.

7.5 Payment of Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Physical Collocation Space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.

7.6 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator's Physical Collocation Space until **SBC-13STATE** is in receipt of complete payment of the Preparation Charge and any Custom Work charges.

7.7 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Physical Collocation Space but before **SBC-13STATE** has been paid the entire amounts due under this Appendix, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE**'s intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.

7.10 The monthly recurring charge(s) shall begin to apply, no later than five (5) calendar days from the date that **SBC-13STATE** made the Physical Collocation Space available to the Collocator, Physical Collocation Space regardless of any failure by Collocators to complete its work. The fact that **SBC-13STATE** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in the **SBC-13STATES**.

8. USE OF PHYSICAL COLLOCATION SPACE

8.1 **SBC-13STATE** shall ensure that the Physical Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8.2 Restroom access and parking will be provided on a reasonable basis in the **SBC-13STATES**.

8.3 A list of all Collocator equipment that will be placed within the Physical Collocation Space shall be set forth on the Collocator's Physical Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Physical Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Physical Collocation Space without the express written consent of **SBC-13STATE**.

8.4 In the event that subsequent to the submission of the Physical Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Physical Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Physical Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and

description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.5 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.

8.6 Operation of any equipment, facilities or any other item placed in the Physical Collocation Space shall not interfere with or impair service over **SBC-13STATE** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Physical Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Physical Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.7 In no case shall the Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of the Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Physical Collocation Space the Eligible Structure or the Adjacent Structure without the advance written permission or direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. If **SBC-13STATE** performs any such construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process, ICB or NSCR.

9. COLLOCATOR RESPONSIBILITIES

9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, Collocator shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.

9.2 Collocator represents and warrants that each item of Collocator's Equipment meets **SBC-13STATE** minimum safety standards and are compliant with the other requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO **SBC-13STATE** IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

9.3 Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or interconnection points by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5.3 of this Appendix.

9.4 Procurement and installation of power cable(s) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Physical Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

9.5 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.

9.6 Collocator is solely responsible for the design, engineering, installation, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **SBC-13STATES**:

9.6.1 Its fiber optic cable(s);

9.6.2 Its Collocator Telecom Equipment;

9.6.3 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the

extent that such fuses and circuit breakers are within Collocator's Physical Collocation Space; and

9.6.4 The connection cable and associated equipment which may be required within Collocator's Physical Collocation Space to the point(s) of termination of that cable within Collocator's Physical Collocation Space.

9.6.5 **SBC-13STATE** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from **SBC-13STATE**'s BDFB. No CIPP is required for 20, 40 or 50 amp arrangements, which are served from **SBC-13STATE**'s BDFB. The CIPPs are designed to provide 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements.

9.7 Collocator will, whenever possible, place their telecom equipment in the Physical Collocation Space within ninety (90) calendar days of Delivery Date. Collocator must interconnect to **SBC-13STATE**'s network or gain access to **SBC-13STATE**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Physical Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator Telecom Equipment is considered to be interconnected when physically connected to **SBC-13STATE**'s network or a **SBC-13STATE** unbundled network element for the purpose of Collocator providing a telecommunications service.

9.8 Orders for additional space will not be accepted until the existing Collocator's Physical Collocation Space in the requested Eligible Structure, is "efficiently used." Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DSO, DS1, Fiber, etc.) in the requested Eligible Structure is "efficiently use."

9.8.1 For purposes of this Appendix, "efficiently used" space means the Collocator is utilizing between sixty percent (60%) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged and/or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **SBC-13STATE**.

9.8.2 For purposes of this Appendix, “efficiently used" CFA means that at least sixty percent (60%) of the Collocator’s specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of **SBC-13STATE**.

9.9 Subject to the limitations and restrictions of this Appendix, Collocator may place or install in or on the Physical Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Physical Collocation Space as described above. Personal property, fixtures and unpowered facilities placed by Collocator in the Physical Collocation Space shall not become a part of the Physical Collocation Space, even if nailed, screwed or otherwise fastened to the Physical Collocation Space, but shall retain their status as personal property and may be removed by Collocator at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at Collocator’s expense.

9.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. Collocator shall strictly observe and abide by each in **SBC-13STATES**.

9.10.1 **SBC-13STATE** TP76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;

9.10.2 **SBC-13STATE**’s most current Interconnector’s Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.

9.10.3 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facilities installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.

9.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation Application or that subsequently become effective and then when effective.

10. COOPERATIVE RESPONSIBILITIES

10.1 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or

consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure. **SBC-13STATE** will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by **SBC-13STATE**, provided that **SBC-13STATE** will not unreasonably withhold approval of contractors.

10.2 **SBC-13STATE** will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (*e.g.*, **SBC-13STATE** shall not require Collocator to use **SBC-13STATE**'s internal engineering or installation work forces for the engineering and installation of the Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must nevertheless comply with **SBC-13STATE** TP76300MP. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or **SBC-13STATE**'s Premises and the Physical Collocation Space for Collocator contractors is provided submit to the same requirements as the Collocator.

10.2.1 In **SBC-13STATE**, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on **SBC-13STATE**'s CLEC ONLINE Web-Site.

10.3 If the Interconnector's Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Web-Site or the TP76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.

10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Web-Site, **SBC-13STATE** TP76300MP, and the TP76200MP in the **SBC-13STATES**.

10.5 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at

least two entry points for **SBC-13STATE**'s cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.

10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length to fully extend the fiber optic cable to the Collocator's assigned space within the Eligible Structure. Under **SBC-13STATE** observation, the Collocator's **SBC-13STATE** Approved Vendor will fully extend such Collocator-provided cable per the **SBC-13STATE** TP76300MP to the Collocator's assigned Physical Collocation Space. Coordination for placement of entrance cable facilities must be scheduled with **SBC-13STATE**'s designated Outside Plant Engineer and must obtain an approved Method of Procedures (MOP) from **SBC-13STATE**.

10.5.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable only if first approved by the appropriate State Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.

10.5.3 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE**'s standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil the termination blocks or panels at **SBC-13STATE**'s Main Distribution Frame and/or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the power and **SBC-13STATE**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-**

13STATE's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE**'s is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install the power cable(s) from the Physical Collocation Space to **SBC-13STATE**'s dedicated termination points on the Battery Distribution Fuse Bay (BDFB. When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE** TP76300MP.

10.7 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **SBC-13STATE** under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.

10.9 Collocator and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.10 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection

facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Physical Collocation Space.

10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.13 In **SBC-13STATE**, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.

10.14 In the event **SBC-13STATE** determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation Space or Eligible Structure too costly in **SBC-13STATE**'s sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.

10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the **SBC-13STATE** Eligible Structure or to another Eligible Structure, **SBC-13STATE** shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.

10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Physical Collocation Space, but before **SBC-13STATE** has been paid the entire amount due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Physical Collocation request.

10.16 Collocator may discontinue or terminate a Physical Collocation Arrangement on not less than thirty (30) days advance notice to **SBC-13STATE** by submitting a complete and accurate Physical Collocation Application plus applicable fees. Upon the discontinuance or termination of a Physical Collocation arrangement, the Collocator shall pay to **SBC-13STATE** all costs associated with returning the Physical Collocation Space to **SBC-13STATE** in the same condition as when **SBC-13STATE** first began any construction work on such space on behalf of Collocator. Such costs include, but are not limited to, costs associated with removal by **SBC-13STATE** of facilities, cabling and cages.

10.17 Upon discontinuance or termination of the Physical Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment from **SBC-13STATE** 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. **SBC-13STATE** is not responsible for and will not guarantee the condition of such equipment if removed by Collocator or an **SBC-13STATE** vendor hired by Collocator. Collocator shall indemnify and hold **SBC-13STATE** harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator's physically collocated equipment must be made within thirty (30) calendar days of **SBC-13STATE** receipt of Collocator's Physical Collocation Application to terminate the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **SBC-13STATE** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **SBC-13STATE** shall have no responsibility for damage done to such removed equipment caused by **SBC-13STATE** or its contractors during the removal process. Collocator will indemnify and hold **SBC-13STATE** harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if **SBC-13STATE** removes Collocator's equipment. Any equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non- **SBC-13STATE** location, at the expense of the Collocator.

10.18 Upon termination of the Physical Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable(s) is not scheduled and removed within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. **SBC-13STATE** 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 **SBC-13STATE** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.19 If Collocator fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.

10.20 Other than the security restrictions described herein, **SBC-13STATE** shall place no restriction on access to Collocator's central office Physical Collocation Space by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. **SBC-13STATE** will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.

10.21 Demarcation Point – **SBC-13STATE** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and **SBC-13STATE**'s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.

10.22 Collocator is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of Collocator Telecom Equipment, or any other Collocator-provided facility or piece of equipment. If **SBC-13STATE** testing is also required, it will be provided at applicable charges.

11. TESTING AND ACCEPTANCE

11.1 Collocator and **SBC-13STATE** will complete an acceptance walk-through of the Physical Collocation Space prior to **SBC-13STATE** turning the Physical Collocation Space over to Collocator. Exceptions that are noted during this acceptance walk-through shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which

exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Physical Collocation request shall be at **SBC-13STATE**'s expense.

11.2 Once the Collocator's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor.

11.3 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review audit that the installation is not compliant with specifications, the Collocator or it's **SBC-13STATE** Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.

11.4 Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.

11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from **SBC-13STATE** to be connected to their equipment.

12. DELIVERY INTERVALS

12.1 The construction interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator the requested Physical Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Physical Collocation Application from the Collocator. The delivery interval ends on the date **SBC-13STATE** is ready to turnover the Physical Collocation Space to the Collocator ("Delivery Date"). The Collocator must provide the **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Physical Collocation Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day

space notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Physical Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

Number of All Physical Collocation Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 – 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11-20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

12.2.1 For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.

12.3 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by **SBC-13STATE**.

12.4 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

12.5 The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power.

Table (2)

Number of All Cabling Augment Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11-20	35calendar days	65 calendar days

12.6 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

12.6.1 For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

12.7 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

12.8 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Physical Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans

of space and the preliminary route design for the interconnection and power cabling.

12.9 **SBC-13STATE** and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an **SBC-13STATE** employee. Escort charges will apply. These visits will be jointly agreed upon by **SBC-13STATE** and the Collocator and will be determined on a case by case basis.

12.10 During **SBC-13STATE** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, **SBC-13STATE** will notify Collocator that their vendors or contractors will be allowed to do work in parallel with **SBC-13STATE** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication for installation of equipment and facilities. Security Access requirements in Section 13 of this Appendix will apply.

12.11 In responding to an application request that requires an ICB/NSCR, **SBC-13STATE** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

12.12 Adjacent Structure Collocation Delivery Intervals

12.12.1 **SBC-13STATE** Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

13. SECURITY

13.1 As provided herein, **SBC-13STATE** may require reasonable security arrangements to protect its equipment and ensure network reliability. **SBC-13STATE** may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. Except as provided below, **SBC-13STATE** may only impose security arrangements that are as stringent as the security arrangements that **SBC-13STATE** maintains at its own premises for its own employees or authorized contractors. **SBC-13STATE** must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in **SBC-13STATE** Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into **SBC-13STATE**'s Eligible Structure. Reasonable security measures that **SBC-13STATE** may adopt include, but are not limited to, the following:

13.1.1 Installing security cameras or other monitoring systems; or

13.1.2 Requiring Collocator personnel to use badges with computerized tracking systems; or

13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that **SBC-13STATE**'s own employees, or third party contractors providing similar functions, must undergo; provided, however, that **SBC-13STATE** may not require Collocator employees to receive such training from **SBC-13STATE** itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training. Qualification program and security training details shall be included in **SBC-13STATE**'s technical publications and/or Collocation website(s). **SBC-13STATE** does not use any information collected in the course of implementing or operating security arrangements "for any marketing or other purpose in aid of competing with Collocators".

13.1.4 **SBC-13STATE** may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage. If **SBC-13STATE** chooses to construct an interior security partition around its own equipment, that partition may not interfere with Collocators' access to their own equipment, including equipment collocated directly adjacent to **SBC-13STATE**'s equipment. **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is exhausted.

13.2 Collocators and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other **SBC-13STATE**'s property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocators or **SBC-13STATE** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or **SBC-13STATE**, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **SBC-13STATE** property:

13.2.1 Theft or destruction of **SBC-13STATE**'s or any Collocator's property.

13.2.2 Use or attempted use/sale of alcohol or illegal drugs on **SBC-13STATE**'s property.

13.2.3 Industrial espionage.

13.2.4 Threats or violent acts against other persons on **SBC-13STATE**'s property.

13.2.5 Knowing violations of any local, state or federal law on **SBC-13STATE**'s property.

13.2.6 Permitting unauthorized persons access to **SBC-13STATE**'s or Collocator's equipment on **SBC-13STATE**'s property.

13.2.7 Carrying a weapon on **SBC-13STATE**'s property.

13.3 In addition, the Collocator and **SBC-13STATE** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC-13STATE** or the Collocator of **SBC-13STATE**'s policies and practices on security, safety, network reliability, and business conduct as defined in **SBC-13STATE**'s Interconnector's Collocation Services Handbook and/or CLEC ONLINE Web-Site, provided the such information and any and all updates to it are timely provided to the Collocator.

13.4 Collocators will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**'s authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC-13STATE** as well.

13.5 **SBC-13STATE** may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

14. CASUALTY LOSS

14.1 If the Eligible Structure or the Physical Collocation Space is damaged by fire or other casualty, and:

14.1.1 The Physical Collocation Space is not rendered untenantable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

14.1.2 The Physical Collocation Spaces is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** has the option to repair the Physical Collocation Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the Physical Collocation Space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to

rebuild, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as of the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment in alternative location, or assist Collocator in developing alternative to physical location.

14.2 Any obligation on the part of **SBC-13STATE** to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by **SBC-13STATE** on request of Collocator; any Collocator Telecom Equipment; or other facilities or equipment located in the Physical Collocation Space by Collocator or by **SBC-13STATE** on request of Collocator.

14.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Physical Collocation Space may be unaffected thereby, **SBC-13STATE**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving Collocator ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

15. REMOVAL OF EQUIPMENT

15.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Physical Collocation Space, expel Collocator and any claiming under Collocator, remove any Collocator Telecom Equipment and any other items in the Physical Collocation Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on an individual collocation space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

16. LIMITATION OF LIABILITY

16.1 Collocator acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities (“Others”), which may include competitors of Collocator; that such space may be close to the

Physical Collocation Space, possibly including space adjacent to the Physical Collocation Space and/or with access to the outside of the physical collocation space; and that if Collocator requests a cage around its equipment, the cage Physical Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Collocator's equipment and facilities. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract. Collocator shall save and hold **SBC-13STATE** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

17. INDEMNIFICATION OF SBC-13STATE

17.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless **SBC-13STATE** 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 **SBC-13STATE** 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 willful or intentional misconduct of **SBC-13STATE** or its employees.

18. OSHA STATEMENT

18.1 Collocator, in recognition of **SBC-13STATE**'s status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of **SBC-13STATE** with all federal, state and local laws, safety and health regulations relating to the Physical Collocation Space which Collocator has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold **SBC-13STATE** harmless for any judgments, citations, fines, or other penalties which are assessed against **SBC-13STATE** as the result of Collocator's failure to comply with any of the foregoing. **SBC-13STATE**, in its status as an employer, shall comply with all

federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Physical Collocation Space which **SBC-13STATE** has agreed to maintain pursuant hereto.

19. NOTICES

19.1 Except in emergency situations, **SBC-13STATE** shall provide Collocator with written notice five (5) business days prior to those instances where **SBC-13STATE** or its subcontractors may be undertaking a major construction project in the general area of the Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical Collocation Space.

19.2 **SBC-13STATE** will inform Collocator by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Physical Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Physical Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required to monitor or protect its service.

19.3 **SBC-13STATE** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator Telecom Equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator Telecom Equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to **(AR, CA, CT, KS, MO, NV, OK, TX)**
Account Manager - Collocation
2600 North Central Expressway
6th Floor
Richardson, Texas 75080

If to **(IL, IN, MI, OH, WI)**
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654

If to Collocator: Robert Y. McMillin
Sr. Director-Interconnection
3000 Columbia House Blvd.
Suite 106
Vancouver, WA 98661-2969

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

CSC
2600 North Central Expressway,
6th Floor
Richardson, Texas 75080

If to Collocator: Robert Y. McMillin
Sr. Director-Interconnection
3000 Columbia House Blvd.
Suite 106
Vancouver, WA 98661-2969

20. INSURANCE

20.1 Collocator shall furnish **SBC-13STATE** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **SBC-13STATE** shall be named as an ADDITIONAL INSURED on general liability policy.

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

20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Physical Collocations pace is located.

20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

21.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

21.3 Except as may otherwise be provided:

21.3.1 **SBC-13STATE** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

21.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

21.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.

21.4 **SBC-13STATE** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **SBC-13STATE** shall either furnish security guards at those **SBC-13STATE** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **SBC-13STATE** shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on **SBC-13STATE**'s Physical Collocation Space.

21.5 **SBC-13STATE** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and

authorized agents on an individual Collocation Space basis for every Eligible Structure where there are **SBC-13STATE** security guards.

21.6 Collocator shall comply with the security and safety procedures and requirements of **SBC-13STATE**, including but not limited to sign-in, and identification.

21.7 **SBC-13STATE** shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain Collocator equipment or equipment enclosures.

21.8 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.

21.9 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.

21.10 **SBC-13STATE** shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that **SBC-13STATE**'s security measures are unreasonably lax, Collocator shall notify **SBC-13STATE** and the Parties shall work together to address the problem. **SBC-13STATE** shall, at a minimum, do the following:

21.10.1 Where a cage is used, **SBC-13STATE** shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.

21.10.2 **SBC-13STATE** shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to **SBC-13STATE**'s employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation Space, to be in these areas. **SBC-13STATE** shall require all persons entering the collocation areas to wear identification badges.

21.10.3 **SBC-13STATE** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. **SBC-13STATE** shall respond immediately to reported problems with Collocator key cards.

21.10.4 In emergency situations, common courtesy will be extended between Collocator and **SBC-13STATE**'s employees, including the provision of first aid and first aid supplies.

21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

22. RESERVATION OF RIGHTS

22.1 The Parties acknowledge and agree that certain rights and obligations including without limitation, the ability to collocate and use equipment meeting the "necessary" standard, the provision of 251(c)(6) cross-connections, and adherence to certain policies and practices of assigning space set forth in this Appendix are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of those rights and obligations, or the related rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission's *Wireline Services Offering Advanced Telecommunications Capability*, Fourth Report and Order, FCC 01-204, CC Docket No. 98-147 (Rel. August 8, 2001) or any other proceeding, the affected rights, obligations, or the related rates and/or terms and conditions shall be (i) immediately and automatically invalidated, modified, or stayed consistent with the action of the legislative body, court or regulatory agency with respect to any collocation applications then pending (i.e., for physical collocation, the space has not been completed and turned over to the CLEC) and any thereafter submitted, and (ii) invalidated, modified or stayed consistent with the action of the legislative body, court or regulatory agency with respect to then existing collocation arrangements to the extent set forth in and in accordance with a written notice of either Party. In any such event, the Parties shall expend diligent, good faith efforts to arrive at an agreement on any modifications that may be required to the Appendix as a result of such invalidation, modification, or stay, and any Party's notice. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

23.1 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 this Agreement 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.

APPENDIX B
VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Virtual Collocation provided by the applicable **SBC** Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Collocator.

2. DEFINITIONS

2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.3 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.4 **"Approved Vendor"** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.

2.5 **"Active Central Office Space"** denotes the existing, central office switch room space, which can be designated for virtual collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment.

2.6 **"Application Fee"** means the charge assessed by **SBC-13STATE** to process the Collocator's application for virtual collocation requests.

2.7 **"Augment"** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Virtual Collocation arrangement.

2.8 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13 STATE** location, for purposes of interconnection with **SBC-13STATE** or access to Unbundled Network Elements (UNEs).

2.9 **"Delivery Date"** is the date, which **SBC-13STATE** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.

2.10 **"Eligible Equipment"** is the equipment eligible for collocation as defined in Section 6.0 of this Appendix.

2.11 **"Eligible Structure"** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a structure that houses **SBC-13STATE** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.12 **"Entrance Fiber Facility"** is an arrangement where a Collocator provided single mode fire retardant dielectric fiber optic cable extends from the **SBC-13STATE** designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC-13STATE** Eligible Structure, if available.

2.13 **"Fiber Distribution Frame (FDF)"** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.

2.14 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.15 **"Infrastructure Systems"** - include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.16 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**'s, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (https://clec.sbc.com/),as amended from time to time.

2.17 **"Manned Office"** A Central Office where **SBC-13STATE** has actual technicians present to perform repair, installation, and/or maintenance during the time the Collocator requests under this Agreement.

2.18 **"Non Standard Collocation Request (NSCR)"** in **SBC-AMERITECH**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.19 **"Project Management Fee"** reflects **SBC-13STATE** labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Virtual Collocation Space request. This fee is applicable upon submission of an application.

2.20 **"Technically Feasible" -** A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **SBC-13STATE**'s Eligible Structures that such an arrangement is technically feasible.

2.21. "**Unmanned Office"** Any Central Office which does not meet the definition of Manned Office.

2.22 **"Virtual Collocation"** is as defined in 4.2 of this Appendix.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Virtual Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for

collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. The following shall apply:

3.2.2.1 If the State Commission has not approved the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their State Certification prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval.

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Virtual Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.

4.2 In the case of **SBC-13STATE** Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. Collocator must use an **SBC-13STATE** Approved Vendor to perform the installation of such in the **SBC-13STATE** Eligible Structure. The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. **SBC-13STATE** will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of the Collocator by **SBC-13STATE**.

4.2.1 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.2.1.2 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.2.1.3 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

4.2.1.4 At **SBC-13STATE** option, where an individual standard bay owned by **SBC-13STATE** in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.

4.2.2 Virtual Collocation is available at **SBC-13STATE** Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

4.2.3 **SBC-13STATE** will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.

4.2.4 Upon request, **SBC-13STATE** will designate the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc. The Collocator's provided storage cabinet will be installed and grounded by the Collocator's **SBC-13STATE** Approved Vendor. The ground point will be designated by **SBC-13STATE**. Installation of additional Collocator storage cabinet(s) will be mutually agreed upon between the parties.

4.2.4.1 **SBC-13STATE** standard floor space for Collocator's provided storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".

4.2.4.2 **SBC-13STATE** non-standard floor space for Collocator's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".

4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a Physical Collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.

4.2.6 The Collocator is responsible for all alarm monitoring of its virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, **SBC-13STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

4.2.7 Virtual Collocation is ordered as set forth in **SBC-13STATE** Virtual Interconnector's Collocation Services Handbook or like document found on the **SBC-13STATE** CLEC ONLINE Web-Site for Virtual Collocation. **SBC-13STATE** will designate the location or locations within its Eligible Structure 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.

4.2.8 Virtual Collocation is available for the direct connection of one Collocator provided facility to a separate Collocator provided facility within the same **SBC-13STATE** wire center provided the Collocators are interconnected with **SBC-13STATE** network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.2.8.1 **SBC-13STATE** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such facilities. **SBC-13STATE** shall permit Collocator's **SBC-13STATE** Approved Vendor to install such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY

5.1 At the request of Collocator, **SBC-13STATE** will provide space for Virtual Collocation as described above. **SBC-13STATE** is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 **SBC-13STATE** will provide Virtual Collocation arrangements in Eligible Structures on a “first-come, first-served” basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If **SBC-13STATE** determines that Collocator's Virtual Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval.

5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets **SBC-13STATE**'s equipment safety standards, which are described in another section. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the **SBC-13STATE**'s network "for the transmission and routing of telephone exchange service or exchange access," or for access to **SBC-13STATE**'s unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.

6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. CLEC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by **SBC-13STATE** and CLEC. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.

6.3 **SBC-13STATE** permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, **SBC-13STATE** voluntarily allows such CLEC collocation. Under the SBC/Ameritech Merger Conditions, "Advanced Services Equipment" is defined as, and limited to, the following equipment: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from collocation. **SBC-13STATE** voluntarily allows CLEC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.

6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. CLEC may not collocate, or place into **SBC-13STATE**'s equipment, CLEC's equipment sub-components or piece-parts.

6.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** voluntarily allows CLEC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following

conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by a CLEC identified and controlled (*i.e.*, CLEC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access or for access to the **SBC-13STATE**'s unbundled network elements for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow CLEC to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and CLEC mutually agree to such collocation.

6.6 **SBC-13STATE** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone switching equipment" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows CLECs to place in its premises certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and potential other ancillary equipment may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** and CLEC mutually agree to such placement. CLEC may not place in **SBC-13STATE**'s premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by **SBC-13STATE**, and/or that would duplicate functions performed by **SBC-13STATE**, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs), harm **SBC-13SSTATE**'s ability to plan for and provide service to other customers including, but not limited to, other CLECs.

6.8 Pending the FCC's reasonably timely completion of remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), **SBC-13TATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an **SBC-**

13STATE premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in **SBC-13STATE** or (2) were requested by CLEC and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-partially-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

6.9 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.10 All types of equipment placed in **SBC-13STATE** Eligible Structures by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and contains Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.

6.11 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.12 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the

then current minimum safety standards when such equipment was placed in the Eligible Structure.

6.13 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

7.1.1 For each Virtual Collocation request, Collocator must submit a separate Virtual Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to virtually collocate equipment in a new Virtual Collocation Space, (ii) a request to Augment, (v) an ICB or NSCR, and (vi) specified revisions to Collocation Applications. A copy of the Virtual Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site.

7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - The Parties acknowledge that CLEC may have obtained Virtual Collocation therein pursuant to a Collocation Application(s) submitted to **SBC-13STATE** prior to the effective date of this Agreement ("CLEC's Virtual Collocation Embedded Base"). To the extent the CLEC's

Virtual Collocation Embedded Base, if any, was purchased by CLEC from an applicable **SBC-13STATE** Commission-ordered virtual collocation tariff in a particular state, the associated non-recurring and recurring rates (and intervals for uncompleted work associated with those Applications) set forth in such tariff, as amended from time to time, shall continue to apply to the CLEC's Virtual Collocation Embedded Base in such state. For the CLEC's Virtual Collocation Embedded Base, if any, purchased by CLEC pursuant to rates, terms and conditions agreed to by the Parties in an applicable prior interconnection agreement for a particular state, the associated agreed to nonrecurring and recurring rates in the applicable prior interconnection agreement, attached hereto in the Pricing Schedule entitled "Virtual Collocation Embedded Based Rates and Charges" (Appendix Pricing) and incorporated herein by reference (and any intervals for uncompleted work associated with those Applications), shall continue to apply to the CLEC's Virtual Collocation Embedded Base in that state.[1] For any Collocation Application(s) submitted by CLEC to **SBC-13STATE** after the effective date of this Agreement, the associated recurring and non-recurring rates and charges in the Pricing Schedule entitled "Virtual Collocation CDOW Rates and Charges" (Appendix Pricing) attached hereto and incorporated by reference, and the intervals set forth herein, shall apply. Charges may be generated on an ICB/NSCR basis or may be contained the state specific Appendix Pricing.

7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space, Augment, or Collocation services where a state specific rate element does not exist in the attached Appendix Pricing. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) days following the job completion date.

7.4 Payment of Space Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Virtual Collocation space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the non-recurring charges and eighty-five percent

1 In the event that this Agreement is the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, for purposes of this Agreement, the term "CLEC's Virtual Collocation Embedded Base" shall mean the Adopting CLEC's own Virtual Collocation Embedded Base and the nonrecurring and recurring rates (and intervals for uncompleted work associated with those Applications) for such Virtual Collocation Embedded Base shall be the nonrecurring and recurring rates (and intervals) in the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Virtual Collocation Embedded Base from or the nonrecurring and recurring rates (and intervals) previously agreed to by the Adopting CLEC and SWBT pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and SWBT.

(85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.

7.5 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator's **SBC-13STATE** Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until **SBC-13STATE** is in receipt of complete payment of the non-recurring and any custom work charges.

7.6 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Virtual Collocation space but before **SBC-13STATE** has been paid the entire amounts due under this Article, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE** General Terms and Conditions (GT&C) attached.

7.8 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.

7.9 The monthly recurring charge(s) shall begin to apply within, but no later than five (5) calendar days from the date that **SBC-13STATE** made the Virtual Collocation Space available to the Collocator. The fact that **SBC-13STATE** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

7.10 **SBC-13STATE** shall ensure that the Virtual Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of **SBC-13STATE**.

8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.3 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.

8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation Space shall not interfere with or impair service over **SBC-13STATE** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person,

entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.5 In no case shall Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation Space or the Eligible Structure without the advance written permission or direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. **SBC-13STATE** will perform any such construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process or ICB/NSCR.

9. COLLOCATOR RESPONSIBILITIES

9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to **SBC-13STATE** UNEs including, without limitation, the following:

9.1.1 All plug-ins and/or circuit packs (working, spare, and replacements).

9.1.2 All provisioning of virtually collocated equipment.

9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.

9.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment.

9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.

9.1.6 All training as specified in Section 9.14.

9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.

9.1.8 A storage cabinet for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by **SBC-13STATE** to maintain and repair virtually collocated equipment.

9.1.9 Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.

9.1.10 Procurement and installation of power cable(s) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

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9.2 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply. The Collocator must identify employee(s) and/or Collocator's **SBC-13STATE** Approved Vendor(s) that will attend the visit and arrange access for these visit(s) as described in Section 9.2.6 of this Appendix.

9.2.1 Once when beginning the initial equipment installation.

9.2.2 Once during the middle of the equipment installation.

9.2.3 Once at turn-up completion of such equipment installation.

9.2.4 One (1) general visit per calendar year.

9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation Space and the purpose of performing a visual inspection on the installed equipment completed by the Collocator's **SBC-13STATE** Approved Vendor prior to turn-up.)

9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.

9.3 Collocator's **SBC-13STATE** Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

9.4 When Collocator requires additional capacity, a collocation Augment application is required. For Augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below.

9.4.1 For either an initial installation or an Augment as described above, when a bay is in place but Collocator has elected under Section 9.3 above not to fully equip the bay.

9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.

9.4.3 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.

9.4.4 Collocator will be responsible for capacity management of the equipment placed.

9.5 After the initial installation, or an Augment, **SBC-13STATE** shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an **SBC-13STATE** Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for **SBC-13STATE** to perform the installation, routine maintenance, or to escort the **SBC-13STATE** Approved Vendor, whichever applies. If the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.

9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.

9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by **SBC-13STATE** as described in Section 14.

9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by **SBC-13STATE** that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the

circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for **SBC-13STATE** to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.

9.9 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on **SBC-13STATE** property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to **SBC-13STATE** to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. **SBC-13STATE** shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by **SBC-13STATE** to repair and maintain Collocator's virtually collocated equipment. **SBC-13STATE** shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, **SBC-13STATE** technician shall confirm to Collocator representative when **SBC-13STATE** has used a circuit pack/plug-in or other types of replacement parts or equipment. **SBC-13STATE** shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.

9.10 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the Collocator's expense and their responsibility. Replacements must be delivered to the **SBC-13STATE** central office or **SBC-13STATE** designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.

9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to **SBC-13STATE** for Virtual Collocation.

9.12 The Collocator will provide at the initial Method and Procedure (MOP) meeting the following:

9.12.1 Escalation documentation.

9.12.2 Test and acceptance package as described in the **SBC** ILEC's installation testing standards and requirements located on the **SBC-13STATE** CLEC ONLINE Web-Site.

9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.

9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g.), Augments, trouble reports, emergency contact). Collocator will keep this information current.

9.13 To the extent known, the Collocator can provide forecasted information to **SBC-13STATE** on anticipated additional Virtual Collocation requirements. Forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.

9.14 **SBC-13STATE** will identify the training needs of **SBC-13STATE** personnel from the list of equipment received by the Collocator on the **SBC-13STATE** Virtual Application Form. The Collocator will be responsible for training **SBC-13STATE** personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by **SBC-13STATE** in the Eligible Structure; or (b) **SBC-13STATE** technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by **SBC-13STATE**, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. **SBC-13STATE** will contact Collocator with the required number of **SBC-13STATE** personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator will be responsible for the following:

9.14.1 Arrange for the training supplier and pay all costs for the training sessions including, without limitation, the cost of the trainer(s), transportation and lodging of such trainer(s), required course material.

9.14.2 Pay all costs associated with **SBC-13STATE's** employee(s) attendance at the training including, without limitation, lodging, transportation, employees labor rate for time away from job, and per diem, if applicable.

9.14.3 **SBC-13STATE** may require additional training requirements to adequately provide 7 X 24 hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. **SBC-13STATE** will notify the Collocator when applicable.

9.14.4 Training may be provided on-site when possible.

9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by **SBC-13STATE** and additional training is necessary.

9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.

9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by **SBC-13STATE**.

9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&M) manual.

9.14.5.4 Training when updates of technical publications or equipment information are issued.

9.14.5.5 **SBC-13STATE** will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, **SBC-13STATE** is responsible for employee attendance.

9.15 Collocator will provide remote, real-time network technical support, guidance and direction to **SBC-13STATE** for all collocated facilities and equipment using on-line telephone support.

9.16 Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.

9.17 Collocator's **SBC-13STATE** Approved Vendor will, whenever possible, install the Collocator's equipment in the Virtual Collocation Space within ninety (90) calendar days of Delivery Date. Collocator's **SBC-13STATE** Approved Vendor must interconnect to **SBC-13STATE**'s network or gain access to **SBC-13STATE**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to **SBC-13STATE** network or a **SBC-13STATE** UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

10.1 **SBC-13STATE** will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:

10.1.1 Ensuring that the Collocator's **SBC-13STATE** Approved Vendor meets required safety standards as contained in TP76200MP and **SBC** ILEC's standards and requirements for equipment and facility installations.

10.1.2 **SBC-13STATE** placement of Collocator's fiber into an **SBC-13STATE** Eligible Structure.

10.1.3 Location and completion of all splicing.

10.1.4 Completion of installation of equipment and facilities.

10.1.5 Removal of above facilities and equipment.

10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. Collocator shall strictly observe and abide by each.

10.2.1 **SBC-13STATE** TP76200MP, standards for network equipment, power, grounding, environmental, and virtual design requirements, and any successor document(s), including as such may be modified at any time and from time to time.

10.2.2 **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.

10.2.3 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facility installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.

10.2.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.

10.2.5 The **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBC-13STATE** TP76300MP, and the **SBC-13STATE** TP 76200MP standards are not incorporated herein but are available on the **SBC-13STATE** CLEC ONLINE Web-Site.

10.3 If the **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBC-13STATE** TP76300MP for equipment and facility installations, and the **SBC-13STATE** TP 76200MP standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.

10.3.2 Notwithstanding Sections 10.3.1, any modification made to address situations potentially harmful to **SBC-13STATE** or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation Space, or to comply with statutory or regulatory requirements shall become effective immediately. **SBC-13STATE** will immediately notify Collocator of any such modification.

10.4 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium

to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by **SBC-13STATE** and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE** cable facilities and at which space is available for new facilities in at least two of those entry points.

10.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length in order for **SBC-13STATE** to fully extend such Collocator-provided cable to the vault. The fiber optic entrance cable must be provided by the Collocator to **SBC-13STATE** prior to the schedule Delivery Date for the Virtual Collocation arrangement. If the fiber optic entrance cable is not provided by the Collocator prior to the scheduled Delivery Date, **SBC-13STATE** will advise the Collocator's **SBC-13STATE** Approved Vendor at space turnover that the costs associated with the fiber optic entrance cable placement will be refunded at **SBC-13STATE** earliest convenience and the job will be closed. The Collocator will need to submit an Augment Virtual Collocation Application when ready to request the fiber optic entrance cable placement into the Virtual Collocation arrangement.

10.4.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable only if first approved by the appropriate State Commission, and will permit collocation of microwave transmission equipment along with the microwave entrance facility, except where such collocation is not practical for technical reasons or because of space limitations.

10.5 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE** TP76300MP standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE**'s Main Distribution Frame or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator Approved Vendor is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator's equipment at the specified DC and AC voltages. At a minimum, the power and **SBC-13STATE** associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE** is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install and terminate the power cable(s) from the Virtual Collocation Space to **SBC-13STATE**'s designated termination points on the Battery Distribution Fuse Bay (BDFB). When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC** ILEC's standards and requirements for installation of equipment and facilities.

10.7 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **SBC-13STATE** under the custom work order process or ICB/NSCR, including payment requirements prior to the installation of the regeneration equipment.

10.9 Collocator and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.10 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Virtual Collocation Space.

10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.13 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.

10.14 In the event **SBC-13STATE** determines it necessary for the Virtual Collocation Space to be moved within the Eligible Structure in which the Virtual Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in **SBC-13STATE** sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.

10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Virtual Collocation Space, but before **SBC-13STATE** has been paid the entire amounts due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the on-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor;

transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Virtual Collocation request.

10.16 Collocator may discontinue or terminate a Virtual Collocation Arrangement on not less than thirty (30) days advance notice to **SBC-13STATE** by submitting a complete and accurate Virtual Collocation Application plus applicable fees. Upon the discontinuance or termination of a Virtual Collocation arrangement, the Collocator shall pay to **SBC-13STATE** all costs associated with returning the Virtual Collocation Space to **SBC-13STATE** in the same condition as when **SBC-13STATE** first began any construction work on such Virtual Collocation Space. Such costs include, but are not limited to, costs associated with removal by **SBC-13STATE** of facilities and cabling.

10.17 Upon discontinuance or termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment from **SBC-13STATE** 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. **SBC-13STATE** is not responsible for and will not guarantee the condition of such equipment if removed by the Collocator's **SBC-13STATE** vendor hired by Collocator. Collocator shall indemnify and hold **SBC-13STATE** harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator's **SBC-13STATE** vendor is removing its own 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 thirty (30) calendar days of **SBC-13STATE** receipt of Collocator's Virtual Collocation Application to terminate the virtual collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **SBC-13STATE** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **SBC-13STATE** shall have no responsibility for damage done to such removed equipment caused by **SBC-13STATE** or its contractors during the removal process. Collocator will indemnify and hold **SBC-13STATE** harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if **SBC-13STATE** removes Collocator's equipment. Any equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non- **SBC-13STATE** location, at the expense of the Collocator.

10.18 Upon termination of the Virtual Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable(s) is not scheduled and removed within (30) calendar days after discontinuance of use, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. **SBC-13STATE** 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 **SBC-13STATE** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.19 If Collocator fails to remove its equipment and facilities from the Virtual Collocation Space within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.

11. TEST AND ACCEPTANCE

11.1 Collocator and **SBC-13STATE** will complete an acceptance walk-through visit of the Virtual Collocator's Space prior to turning the Virtual Collocation Space over to the Collocator's **SBC-13STATE** Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at **SBC-13STATE** expense.

11.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator will schedule a pre-performance visual inspection visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for visually inspecting the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the visual inspection that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed. Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for the visual inspection, acceptance testing and, when necessary, corrective work.

11.3 Prior to scheduled turn-up of the virtual collocated equipment, the Collocator will arrange to deliver to the **SBC-13STATE** Central Office, or other pre-designated location by **SBC-13STATE**, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their **SBC-13STATE** Approved Vendor to place any of the items provided into the Collocator's designated storage cabinet or shelf, if applicable.

11.4 Once the Collocator's equipment installation inspection is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, **SBC-13STATE** will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.

11.5 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP standards and requirements for equipment and facility installations and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed.

11.6 Collocator shall be responsible of coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.

11.7 Upon successful completion of the testing as described in Section 11.4 above, **SBC-13STATE** shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, **SBC-13STATE** will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.

11.8 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order interconnection or network elements from **SBC-13STATE** to connect to the equipment.

12. DELIVERY INTERVALS

12.1 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator's **SBC-13STATE** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Virtual Collocation Application from the Collocator. The delivery interval ends on the date **SBC-13STATE** is ready to turnover the Virtual Collocation Space to Collocator's **SBC-13STATE** Approved Vendor ("Delivery Date"). The Collocator must provide the **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12th) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Virtual Collocation Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Virtual Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

Number of All Virtual Collocation Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Virtual Collocation Space Use	Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
1 – 10	60 calendar days	80 calendar days	180 calendar days
11-20	65 calendar days	85 calendar days	185 calendar days

12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) calendar

days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

12.2.1 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

12.3 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator's **SBC-13STATE** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's **SBC-13STATE** Approved Vendor by **SBC-13STATE**.

12.4 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

12.5 The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above

Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power.

Table (2)

Number of All Cabling Augment Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation Use	Necessary Elements such as Iron/Racking and Power do not exist for Virtual Collocation Use
1 – 10	30 calendar days	60 calendar days
11-20	35calendar days	65 calendar days

12.6 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

12.6.1 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery

interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

12.7 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

12.8 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Virtual Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), **SBC-13STATE** will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

12.9 During **SBC-13STATE** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, **SBC-13STATE** will notify Collocator that their **SBC-13STATE** Approved Vendor will be allowed to do work in parallel with **SBC-13STATE** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication for installation of equipment and facilities.

12.10 In responding to an application request that requires an ICB/NSCR, **SBC-13STATE** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

13.1 Except in emergency situations, and/or except when **SBC-13STATE** network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting **SBC-13STATE** LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, **SBC-13STATE** may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by **SBC-13STATE**.

13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:

13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;

13.2.2 **SBC-13STATE** Eligible Structure's CLLI, circuit identification and/or telephone number;

13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);

13.2.4 A detailed description of the trouble;

13.2.5 The name and telephone number of the Collocator's employee or Center that will cooperatively test with **SBC-13STATE** at no charge to **SBC-13STATE**; and

13.2.6 The type of the trouble.

13.3 When an **SBC-13STATE** technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the **SBC-13STATE** technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

13.4 **SBC-13STATE** is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by **SBC-13STATE** is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair **SBC-13STATE** owned equipment, **SBC-13STATE** can use this test equipment for test operations directed by the Collocator. **SBC-13STATE** assumes no liability for damage to Collocator's equipment caused by using **SBC-13STATE** test equipment. **SBC-13STATE** is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. **SBC-13STATE** is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.

13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator's **SBC-13STATE** Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If **SBC-13STATE**, working with the Collocator believes that it would be beneficial to allow the Collocator on site to aid

in troubleshooting or restoring equipment, it will so request. Charges for an escort will apply in either situation and the Collocator must identify the employee and/or **SBC-13STATE** Approved Vendor that will assist in the restoration.

13.6 The Collocator may request **SBC-13STATE** to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide **SBC-13STATE** with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.

13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, storage cabinet inventories, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's **SBC-13STATE** Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, **SBC-13STATE** shall perform repairs as described in Section 14 of this Appendix.

13.8 **SBC-13STATE** is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of **SBC-13STATE** personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

14.1 **SBC-13STATE** will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, **SBC-13STATE** agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a **SBC-13STATE** technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

14.1.1 **Priority 1 Tickets**. The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hour minimum callout Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m.; Saturday and Sunday; and Unmanned Offices. If the callout exceeds the 4-hour minimum, additional

hours will be charged at the callout rate for the duration of the ticket. A Priority 1 Ticket is issued for the following reasons:

14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

14.1.2 **Priority 2 Tickets**—The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:

14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit pack(s) is requested by the Collocator as described in Section 9.8.

14.1.3 **Priority 3 Tickets**—The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:

14.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.

14.1.4 **Priority 4 Tickets**—The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:

14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Section 9.5 and 13.7. When installation is performed by the Collocator's **SBC-13STATE** Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) for the installation being performed in the Central Office. All jobs as described above that are to be performed by **SBC-13STATE** shall be requested through the LOC by the Collocator and completed at the direction of the Collocator. Collocator must identify the Manufacturer and/or **SBC-13STATE** Approved Vendor performing the work.

14.2 Charges to install, repair, and maintain Collocator's equipment will be billed per the state specific rates provided in the attached Appendix Pricing. If Collocator has not

supplied sufficient replacement/installment part(s) or appropriate test equipment at the time **SBC-13STATE**'s technician is ready to begin work at a Central Office, **SBC-13STATE** will close out the ticket. Collocator must generate another trouble report to request the repair, installation, and/or maintenance once such part(s) and/or equipment have been delivered to the Eligible Structure.

15. CASUALTY LOSS

15.1 If the Eligible Structure is damaged by fire or other casualty, and:

15.1.1 The Virtual Collocation Space is rendered non-tenantable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated; or

15.1.2 The Virtual Collocation Space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment to an alternative location.

15.2 Any obligation on the part of **SBC-13STATE** to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation Space. Upon mutual agreement, when Collocator's space or equipment is damaged, the Collocator may arrange a visit with the LOC to inspect the condition and escort charges will apply. The Collocator must identify the employee(s) and/or **SBC-13STATE** Approved Vendor that will attend in the visit.

15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the collocation space may be unaffected thereby, **SBC-13STATE** at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

16. REMOVAL OF EQUIPMENT

16.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation Space, forcibly if necessary, and there upon such Virtual Collocation arrangement shall terminate, without prejudice to any other remedies **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on an individual collocation space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

17. LIMITATION OF LIABILITY

17.1 Collocator acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities (“Others”), which may include competitors of Collocator's; that such space may be close to the Virtual Collocation Space, possibly including space adjacent to the Virtual Collocation Space and/or with access to the outside of the Virtual Collocation Space. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract. Collocator shall save and hold **SBC-13STATE** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

18. INDEMNIFICATION OF SBC-13STATE

18.1 Indemnification of **SBC-13STATE**

18.1.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless **SBC-13STATE** 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 **SBC-13STATE** 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 willful or intentional misconduct of **SBC-13STATE** or its employees.

19. NOTICES

19.1 Except in emergency situations, **SBC-13STATE** shall provide Collocator with written notice five (5) business days prior to those instances where **SBC-13STATE** or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation Space or in the general area of the AC and DC power plants which support the Virtual Collocation Space.

19.2 **SBC-13STATE** will inform Collocator by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Virtual Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.

19.3 **SBC-13STATE** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such

registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to **(AR, CA, CT, KS, MO, NV, OK, TX)**
Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080

If to **(IL, IN, MI, OH, WI)**
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654

If to Collocator: Robert Y. McMillin
Sr. Director-Interconnection
3000 Columbia House Blvd.
Suite 106
Vancouver, WA 98661-2969

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

CSC
2600 North Central Expressway,
6th floor,
Richardson, Texas 75080

If to Collocator: Robert Y. McMillin
Sr. Director-Interconnection
3000 Columbia House Blvd.
Suite 106
Vancouver, WA 98661-2969

20. INSURANCE

20.1 Collocator shall furnish **SBC-13STATE** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits

provided by Collocator. **SBC-13STATE** shall be named as an ADDITIONAL INSURED on general liability policy.

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

20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Virtual Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Virtual Collocation Space is located.

20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

21.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

22.1 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 this Agreement 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.

ATTACHMENT YELLOW ZONE ORDERING PROCESS ("YZP")
Optional Attachment to Appendix DSL

1. INTRODUCTION

1.1 This Attachment sets forth terms and conditions for the Yellow Zone Process ("YZP"), an optional ordering process for xDSL Capable Loops and the High Frequency Portion of the Loop (HFPL). This process is made available to CLEC as a voluntary offer as an alternative to **SBC-7STATE**'s existing ordering processes.

1.2 **Except as otherwise provided herein, the** rates terms and conditions of CLEC's Agreement pertaining HFPL and xDSL capable loops (such as related to Splitter Ownership and Responsibilities, Operational Support Systems, Facility Make-Up information, Provisioning, Testing, Maintenance & Service Assurance, Ordering, Pricing & Spectrum Management) shall remain unchanged and in Full Force and Effect.

2. DEFINITIONS

2.1 A "No Sync" situation after the completion of a YZP service order is defined by a CLEC experiencing a situation in which its DSLAM will not communicate (sync) with the customer premises

3. YZP OFFERING

3.1 CLEC will order eligible HFPL and xDSL Capable Loops using a generic loop 'As Is' specification code to identify the loop that may require conditioning. All LSRs for HFPL and xDSL Capable Loops submitted with the 'UALNQX' Specification Code and the 'YZP' notation will initially receive a minimum three (3) business day service provisioning due date for HFPL, and a minimum five (5) business day service provisioning due date for xDSL Capable Loops. Once the order has been completed, and if a No Sync situation, as defined herein, is determined by CLEC, CLEC must choose one of two options:

OPTION 1: Generate a trouble ticket with Local Operations Center (LOC), and identify it either as a straight 'No Sync' type YZP ticket, OR as a YZP related conditioning trouble ticket. The LOC will resolve the No Sync situation either by addressing non-conditioning related reason for the No Sync, and/or by conditioning the facility as needed (remove load coils, excessive bridge taps, etc). On YZP related Trouble Tickets, a zero plus five (0 + 5) business day interval will be offered after the line has been determined to need conditioning.

For **SWBT ONLY.** On loops with actual lengths between 12 Kft and 17.5 Kft, if the loop has been ordered as YZP, SWBT will use that YZP designation and the CLEC opening a trouble ticket, as authorization from CLEC for SWBT to condition the loop. CLEC will then be billed the appropriate conditioning charges pursuant to the Agreement.

For **PACIFIC BELL and NEVADA BELL ONLY.** On loops with actual lengths between 12 Kft and 17.5 Kft, Pacific Bell or Nevada Bell will obtain approval for conditioning from CLEC on a loop specific basis, prior to carrying out the conditioning work. If CLEC approves conditioning CLEC will then be billed the appropriate conditioning charges, after completion of the conditioning work.

OPTION 2: Cancel the Order by issuing an LSR to Disconnect the circuit**.**

3.2 YZP ordering is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **SBC-7STATE** is not the retail service provider.

3.3 The CLEC will provide **SBC-7STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, then the YZP process will not be applicable.

3.4 The YZP process only applies to HFPL and xDSL capable loop where the loop length is between 0 and 17.5 Kft.

3.5 The initial YZP service order must have completed and closed prior to the opening of the YZP trouble ticket, when a "No Sync" situation is detected by CLEC.

4. TESTING

4.1 **SBC-7STATE** will not perform Line Sharing Turn-Up Testing prior to the completion of a HFPL ordered using the YZP process.

4.2 Acceptance Testing – CLEC CANNOT request Acceptance Testing (AT) with HFPL orders using YZP.

4.3 Acceptance Testing (for xDSL Capable Loops orders) – CLEC, when using YZP for provisioning xDSL-capable loops CANNOT request Acceptance Testing with such orders.

4.4 Cooperative Testing - For xDSL Capable Loops, CLEC has the option of requesting a Cooperative Test, pursuant to the rates, terms and conditions of the Agreement, at the time they are opening the YZP trouble Ticket.

4.5 Cooperative Testing - CLEC CANNOT request a Cooperative Test on HFPL ordered under YZP at the time they are opening the YZP Trouble Ticket.

4.6 ALL YZP order related initial Trouble Tickets (TTs) opened by CLEC will require load coil and/or other interferor information on that loop to be provided by the CLEC technician at the time of opening the TT. The CLEC will therefore have to ensure that their field technician is equipped with the appropriate test sets that can detect and detail the presence and location of load coils, bridge tap and repeaters. (see Maintenance/Service Assurance Section 6.8, 6.9 and 6.10 for more detail).

5. MAINTENANCE /SERVICE ASSURANCE

5.1 **SBC-7STATE** will provide resolution of CLEC-referred YZP trouble tickets for the HFPL and xDSL Capable Loops in parity with repair intervals **SBC-7STATE** provides to its advanced services affiliates.

5.2 Prior to opening the YZP trouble ticket, CLEC must verify the DSLAM is built properly, as well as check the logical translations, perform a loop back from DSLAM, insure proper routing, profile, and modem settings. The dispatched CLEC Technician must confirm that the problem is not CLEC related. If a YZP trouble ticket is opened, and it is later determined by **SBC-7STATE** to be a 'No Trouble Found' (NTF), or if the trouble is found in the CLEC's network or CLEC related, **SBC-7STATE** will charge CLEC a penalty on a Time and Materials basis, per applicable tariffed rates.

5.3 CLECs can open a YZP related Trouble Ticket by the following methods:

5.3.1 Calling the Local Operations Center and opening a manual ticket through the call center. The CLEC technician should identify that the original order was YZP related and whether this trouble ticket is a conditioning trouble ticket or not.

5.3.2 Opening an electronic bonding ticket - If the trouble ticket is opened by an electronic bonding ticket, CLEC needs to place that this is a YZP related trouble ticket in the remarks field.

5.3.3 **SWBT ONLY.** The identification of a possible conditioning related trouble by CLEC will allow the LOC to convert it to a YZP conditioning type ticket immediately. Potential non-conditioning

causes for Physical fault will be checked. However, if the ticket is not opened as a possible conditioning ticket, the SWBT LOC will handle the tickets per the Present Method of Operation for all Repair tickets and look for physical faults. If no fault is found the LOC will notify CLEC to conduct the Sync test. If it does not sync, CLEC will have to open another trouble ticket to address any conditioning required.

5.4 **SWBT ONLY.** When a YZP related trouble ticket is opened by CLEC and the line is determined to need conditioning, a 5 business day interval will be given. Trouble ticket status will be provided as follows:

5.4.1 If the trouble ticket is opened electronically (via ToolBar), as a straight 'No Sync type YZP ticket, an electronic status will be available after 24 hours. If it is determined by **SWBT** that the trouble is conditioning related, the straight 'No Sync' trouble ticket will be converted to a YZP conditioning ticket.

5.4.2 If the trouble ticket is opened with a live call to the **SWBT LOC** (whether as a straight 'No Sync' ticket or as a 'conditioning Requested ticket) there will be no separate ticket status provided until the trouble has been resolved and CLEC is notified of the ticket's closure.

5.4.3 If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 12Kft and 17.5 Kft, and it requires conditioning as verified by SBC, and the loop has been ordered as YZP, **SBC-SWBT** will use that YZP designation and the initiation of the trouble ticket by the CLEC as approval for line conditioning and the loop will be conditioned by construction and engineering. The CLEC will then be billed the appropriated conditioning charges upon the completion of the conditioning.

5.4.4 If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 12Kft and 17.5 Kft, and it requires conditioning as verified by SBC, and the loop has been ordered as YZP, **SBC-SWBT** will use that YZP designation and the initiation of the trouble ticket by the CLEC as approval for line conditioning and the loop will be conditioned by construction and engineering. The CLEC will then be billed the appropriated conditioning charges upon the completion of the conditioning.

5.4.5 If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 0Kft and 12 Kft, and it requires conditioning as verified by SBC, CLEC will be contacted and provided with status after the conditioning work is completed.

If the loop is conditioned outside of **SBC-SWBT** parameters (any bridge tap less than 2500 ft total or 2000 ft single that is removed) CLEC will then be billed the appropriate conditioning charges.

5.4.6 If the trouble ticket is originally opened as a straight 'No Sync' type ticket, and it the later determined by **SBC-SWBT** to be a conditioning related problem, and therefore converted to a YZP conditioning ticket, rules 5.4.4 or 5.4.5 as stated above will apply, depending on the loop length. A 0 + 5 day interval will be offered to complete the conditioning of the loop.

5.4.7 **(PACBELL & NEVADA BELL ONLY).** Prior to opening the YZP trouble ticket, CLEC must verify the DSLAM is built properly, as well as check logical translations, loop back from DSLAM, proper routing, profile and modem settings. The dispatched CLEC Technician must confirm that the problem is not CLEC related. If a YZP trouble ticket is opened, and it is later determined by **SBC-PB/NB** to be a 'No Trouble Found' (NTF), or if the trouble is found in the CLEC's network or CLEC related, PB will charge CLEC customer a penalty per applicable rates.

5.4.8 When a YZP related trouble ticket is opened by CLEC with the LOC, it will initially be treated as a standard, repair ticket, with a 4 hour interval. If no physical faults are found, then CLEC will be notified and given a 0 + 5 business day interval for completion of the conditioning work required, as verified by SBC. If a physical fault is found and resolved for the initial YZP trouble ticket, the trouble ticket will be closed and CLEC notified, unless the ticket was initially classified as a conditioning related YZP ticket. Trouble ticket status will be provided as follows:

5.4.8.1 If the trouble ticket is opened electronically, an electronic acknowledgement status will be available within 24 hours. If the trouble ticket is opened with a live call to the LOC, there will be no separate ticket status provided until the trouble has been resolved and CLEC is notified of the ticket's closure, with the exceptions noted below.

5.4.8.2 If the ticket is for a loop of actual loop length between 12Kft and 17.5 Kft, and it requires conditioning, CLEC will be contacted when the conditioning detail is available, with the revised conditioning interval (0 + 5 Bus. Days) and for approval to proceed with CLEC paid conditioning charges. At this stage, CLEC may request a disconnect to cancel the order.

5.4.8.3 If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 0Kft and 12 Kft, and it requires conditioning as verified by PB, CLEC will be notified of the new interval commitment date (0 + 5 Business days) and will be provided with status after the conditioning work is completed. If the loop is conditioned outside of **SBC-PB/NB** parameters (any bridge tap less than 2500 ft total or 2000 ft single that is removed) CLEC will be billed the appropriate conditioning charges.

5.4.8.4 If the trouble ticket is originally opened as a straight 'No Sync' type ticket, and it the later determined by **SBC-PB/NB** to be a conditioning related problem, and therefore converted to a YZP conditioning ticket, rules 5.4.10 or 5.4.11 as stated above will apply, depending on the loop length. A revised 0 + 5 day interval will be given to condition the line.

5.5 In all cases, the **SBC-7STATE** LOC will notify CLEC as soon as the trouble is resolved, whether it is conditioning related or not.

5.6 Escalations for YZP trouble tickets will follow the existing procedures, as there are no YZP specific escalation procedures **SBC-7STATE.**

5.7 If CLEC intends to open a Trouble Ticket for a completed YZP order that does not sync, the CLEC must open the Trouble Ticket within 30 calendar days of the completion of the original YZP service order. If the Trouble Ticket is opened after 30 calendar days, then the terms, conditions and rules governing the YZP process will not apply. The CLEC will be referred to the LSC for a new LSR to be issued to condition the line.

5.8 With permanent YZP, ALL YZP order related initial Trouble Tickets (TTs) opened by the CLEC will require load coil and/or other interferor information on that loop to be provided by the CLEC technician at the time of opening the TT. The CLEC will therefore have to ensure that their field technician is equipped with the appropriate test sets that can detect and detail the presence of the following:

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5.8.1 The number and location of Load Coils
5.8.2 The number and location of Repeaters, if any
5.8.3 The number of sections of Bridged Tap, and their lengths and locations

5.8.4 **SBC-7STATE** will not specify to any CLECs the type of test equipment or the specific tests to use for determining the presence of disturbers– the

YZP participating CLEC will determine their own test requirements and capabilities such as Sunrise test sets, or through a remote monitoring capability like Hykemian, and using tests such as Time Domain Reflexometric (TDR) and Spectrum Analysis. In order to resolve the trouble quickly and efficiently, **SBC-7STATE** requires valid and dependable data on the number, length and location of interferors on the loop.

5.9 There will be a flat rated Maintenance Service Charge to CLEC associated with any YZP related trouble ticket dispatch, if no trouble is found (NTF) in **SBC-7STATE**'s portion of the network. This charge will also apply when loop specific interferor information is provided to **SBC-7STATE** but is found to be incorrect upon subsequent investigation during the trouble ticket resolution process. If a retrip is involved with a YZP Trouble ticket (based on CLEC input of loop not working properly after initial trouble resolution), and a NTF in SBC's network is determined, this maintenance charge will apply as well. If the need for a vendor meet is established, and if CLEC technician is not equipped properly at the vendor meet site, CLEC will be liable for the trip/dispatch charge. The amount of the penalty will be governed by the applicable commission ordered tariff rate.

6. RESERVATION OF RIGHTS

6.1 The Parties acknowledge and agree that the provision of the YZP Process and associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7,1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. In the event that

the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that the UNEs and/or UNE combinations provided for under this Agreement, if any, do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

7. TERMINATION

7.1 Either party may terminate this Attachment upon 30 day written notice to the other party.