

D. Limitations Of Service

1. SWBT is not responsible for adverse effects on any service, facility or equipment from the use of INP service.
2. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by SWBT for such calls.

E. Service Descriptions

1. Local Number Portability (INP)-Remote. INP-Remote is an Exchange Service whereby a call dialed to an INP-Remote equipped telephone number, assigned to SWBT, is automatically forwarded to an LSP-assigned, 7 or 10 digit local telephone number. The forwarded-to-number is specified by the LSP at the same location.
2. INP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the LSP's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at rates specified in Appendix PRICING SCHEDULE.
3. The LSP-assigned forwarded-to number shall be treated as two separate calls with respect to interconnection composition, end user toll billing and intercompany settlement and access billing, i.e., an incoming call to the SWBT ported number shall be handled like any other SWBT call being terminated to that end office and the ported call to the LSP assigned telephone number in the LSP switch shall be handled as any local calls between SWBT and the LSP.
4. Where facilities exist, SWBT will provide identification of the originating telephone number, via SS7 signaling, to the LSP.

F. Local Number Portability (INP)-Direct

INP-Direct is an Exchange Service which provides for the delivery of the called (dialed) number to the LSP's switching (central office or premises) equipment for identification and subsequent routing and call completion.

1. INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

- (a) Where INP-Direct is provisioned on a per voice grade channel basis, LSP shall pay for the service per voice grade channel at rates and charges specified in Appendix PRICING SCHEDULE.
 - (b) Where INP-Direct is provisioned on a per DS1 basis, LSP shall pay for the service per DS1 at rates and charges specified in Appendix PRICING SCHEDULE.
 - (c) Where the location of the LSP's switching equipment to which SWBT is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, LSP shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff, in addition to the charges specified in Appendix PRICING SCHEDULE.
2. When an LSP initially establishes INP-Direct service, either on a voice grade or DS1 basis, LSP shall pay a Service Order Charge as well as a Service Establishment Charge, as specified in Appendix PRICING SCHEDULE.
 3. INP-Direct service must be established with a minimum configuration of 2 voice grade channels and one unassigned telephone number per SWBT switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.
 4. SS7 Signaling is not available on the INP-Direct facilities.
 5. If LSPs have customers whose INP telephone numbers reside in SWBT end offices other than the LSP's SWBT serving wire center, the LSP shall provide INP-Direct facilities to those end offices.

G. Pricing

Parties will comply with all effective FCC, OCC and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the FCC's INP Order is subject to pending Petitions for Reconsideration and may be subject to appeal. As such, the INP Order may be reconsidered, revised and remanded, or vacated, and subject to further proceedings before the FCC. As such, notwithstanding the other provisions of this Appendix relating to charges for INP service, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order. If it is ultimately determined that the costs

of INP shall be borne by entities other than or in addition to the LSP who purchases INP, then the Elemental Access Line formula approved by the Oklahoma Corporation Commission in Cause No. PUD 960000218 shall apply.

III. Terms and Conditions Under Which LSP Shall Provide INP to SWBT

LSP shall provide INP to SWBT under terms and conditions no less favorable than those described in Section II, above.

IV. Terminating Compensation for INP Calls Based on Percentages of Traffic Type

The following methods will be used to implement intercompany INP compensation adjustments.

1. When SWBT ports numbers to an LSP, the parties agree to an administrative intercompany compensation adjustment process to unify the interim ported number process. This unified adjustment will be in accordance with the supplemental settlement process outlined below:
 - A. SWBT interLATA or intraLATA access billing and LSP local interconnection settlement billing will treat all ported calls as two separate call segments in the monthly billing systems.
 - B. SWBT will quantify the total monthly terminating ported minutes of use to the LSP by each originating SWBT end office.
 - C. SWBT will quantify the total monthly interstate, intrastate and local minutes of use in those SWBT end offices with Item B. above.
 - D. Each month, using the percentages developed with Item C. above, SWBT will calculate by end office the interstate and intrastate access rebate amounts from the initial billing amounts under Item A. for subsequent payment to LSP. The settlement computation furnished to the LSP will be summarized on a total of all SWBT offices impacted by an LSP serving area. This rebate will be based on the agreed to SWBT access rate elements listed below.

Access Element	Interstate Access Rate	Intrastate Access Rate
CCL	SWBT	SWBT

E. Each month SWBT will calculate a local interconnection settlement billing credit related to the interstate and intrastate (non-local) ported calls from the initial billing amounts under Item A. The billing credit for these non-local calls will be included with the calculation under Item D. for subsequent reimbursement to SWBT on a net payment basis to the LSP.

1. The parties agree that LSP will reciprocate under the above administrative intercompany compensation adjustment process when LSP ports numbers to SWBT. This reciprocal adjustment process will be based on the agreed to LSP access rate elements listed below:

Access Element	Interstate Access Rate	Intrastate Access Rate
CCL	LSP	LSP

APPENDIX NIM

Appendix NIM

The network interconnection methods (NIMs) are defined in this Appendix. These include: Mid-Span Fiber Interconnection; Virtual Collocation Interconnection; SONET Based Interconnection; Physical Collocation Interconnection and Leased Facility Interconnection. Each Party is responsible for transporting their interconnection trunks as defined in Appendix DCO.

MID-SPAN FIBER INTERCONNECTION (MSFI)

MSFI between Southwestern Bell Telephone (SWBT) and a local service provider (LSP) can occur at any mutually agreeable, economically and technically feasible point between the LSP's premises and a SWBT tandem or end office. This interconnection shall be on a point-to-point SONET system over single mode fiber optic cable.

MSFI may only be used to provide interoffice trunking for the purpose of originating and terminating calls between the LSP and SWBT.

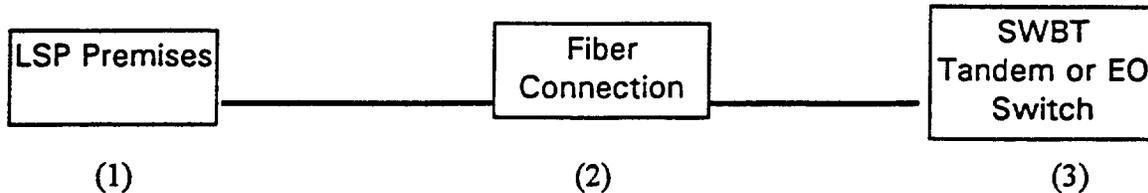
There are two basic mid-span interconnection designs:

1. The LSP's fiber cable and SWBT's fiber cable are connected at an economically and technically feasible point between the LSP location and the last entrance manhole at the DCO.
 - A. Where possible, a location with access to an existing SWBT fiber termination panel should be selected. In these cases, the network interconnection point (NIP) shall be designated outside of the SWBT building, even though the LSP fiber may be physically terminated on a fiber termination panel inside of a SWBT building.
 - B. If a suitable location with an existing fiber termination panel cannot be agreed upon, the LSP and SWBT shall mutually determine provision of a fiber termination panel housed in an outside, above ground, cabinet placed at the physical NIP. Ownership and the cost of provisioning the panel will be negotiated between the two parties.
2. The LSP provides fiber cable to the last entrance manhole at the SWBT tandem or end office switch with which the LSP wishes to interconnect. The LSP provides a sufficient length of fiber optic cable for SWBT to pull the fiber cable to the SWBT cable vault for termination on the SWBT fiber distribution frame (FDF). In this case the NIP shall be at the manhole location.

SWBT is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the NIP. Similarly, the LSP is responsible for designing, provisioning, ownership and maintenance of all equipment on its side of the NIP. Each party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither party is allowed to access the Data Communication Channel (DCC) of the other Party's FOT.

Negotiations shall be held to determine the precise terms of mid-span interconnection for each DCO. These negotiations will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.

Following is a drawing that describes the two basic mid-span interconnection designs:



- (1) The LSP location includes FOTs, multiplexing and fiber required to take the optical signal handoff from SWBT for trunking or transport of unbundled loop traffic.
- (2) The fiber connection point may occur at several locations:
 - A location with an existing SWBT fiber termination panel. In this situation, the NIP shall be outside the SWBT building which houses the fiber termination panel.
 - A location with no existing SWBT fiber termination panel. In this situation, SWBT and the LSP shall negotiate provision, maintenance and ownership of a fiber termination panel and above ground outside cabinet as a NIP and for connection of the fiber cables.
 - A manhole outside the DCO. In this situation, the LSP shall provide sufficient fiber optic cable for SWBT to pull the cable into the SWBT cable vault for termination on the SWBT FDF. The NIP shall be at the manhole and SWBT shall assume ownership and maintenance responsibility for the fiber cabling from the manhole to the FDF.
- (3) The SWBT tandem or end office switch includes all SWBT FOT, multiplexing and fiber required to take the optical signal hand-off provided from the LSP for trunking or transport of unbundled loop traffic. This location is SWBT's responsibility to provision and maintain.

In both approaches the LSP and SWBT will mutually agree on the size of the FOT(s) to be utilized. The sizing shall be based on equivalent DS1s that contain trunks and unbundled loops and shall include criteria to avoid gross over-provisioning by either party.

Capacity Provisioning:

Detailed trunking capacity management terms are included in Appendix ITR.

Avoidance of Over Provisioning:

Underutilization is a situation involving the inefficient deployment and use of the network due to forecasting the need for more capacity than actual usage requires, and results in unnecessary costs for SONET systems. To avoid over provisioning the parties will agree to the following Joint Facility Growth Planning Criteria.

Joint Facility Growth Planning Criteria

The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The steps that follow define the criteria and step-by-step process to satisfy additional capacity requirements beyond the initial system.

Criteria

- Investment is to be minimized.
- Facilities are to be deployed in a "just in time" fashion.

Process

- Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 90% capacity.
- Both parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If the trunk group resizing lowers the fill level of the system below 90%, the growth planning process would be suspended and would not be reinitiated until a 90% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.
- If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.
- If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the next larger system size may be deployed. In the case of a SONET system, the OC-3 system could be upgraded to an OC-12. If the forecast does not justify a move to the next larger system, another minimal size system (such as an OC-3) could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.
- Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment.

- The joint planning process/negotiations should be completed within two months of identification of 90% fill.

Virtual Collocation Interconnection

For ease of drafting, the terms of virtual collocation shall be those contained in SWBT's virtual collocation tariffs (i.e., SWBT's Tariff F.C.C. No. 73, Section 25) and will otherwise be provided in accordance with FCC rules and orders.

SONET-Based Interconnection

For ease of drafting, the terms of SONET-based Interconnection shall be those contained in SWBT's SONET-based interconnection tariffs (i.e., SWBT's Tariff F.C.C. No. 73, Section 30.)

Physical Collocation

Physical collocation will be provided in accordance with FCC rules and orders. When an LSP requests physical collocation, the following agreement will be used:

PHYSICAL COLLOCATION AGREEMENT

THIS PHYSICAL COLLOCATION AGREEMENT ("Agreement") is made this ____ day of _____, 19__ by and between SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation ("SWBT"), and LSP, a corporation ("Interconnector").

WITNESSETH:

WHEREAS, SWBT is an incumbent local exchange carrier having a statutory duty to provide for "physical collocation" of "equipment necessary for interconnection or access to unbundled network elements" at its premises, 47 U.S.C. 251(c)(6);

WHEREAS, "Premises" is the space designated for the Interconnector's physical collocation arrangement, which will be in a (i) SWBT central office or serving wire center, or (ii) a building or similar structure owned or leased by SWBT that houses its network facilities; or (iii) a structure that houses SWBT facilities on public rights-of-way, including, where not impractical for technical reasons and not prohibited or restricted by legal obligation, CEVs, huts, and cabinets (A) that serve as remote terminal sites and house SWBT interoffice network facilities such a loop concentrators or multiplexers, and (B) house interoffice network facilities (singularly, an "Eligible Structure");

WHEREAS, the Interconnector wishes to physically locate certain of its equipment within the Premises and connect with SWBT;

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SWBT and the Interconnector (the "Parties") agree as follows:

ARTICLE I - PREMISES

1.1 Right to Use. Subject to this Agreement, SWBT grants to Interconnector the right to use the Premises where SWBT provides the physical collocation arrangement hereunder, which is described on Exhibit ____, attached and incorporated herein, within real property at _____ in the City of _____, County of _____, State of _____.

1.2 Space Availability. SWBT will provide physical collocation arrangements in Eligible Structures on a "first come, first served" basis, subject to space availability, that such an arrangement is not practical for technical reasons, and reasonable security arrangements.

1.3 Relocation. Notwithstanding Section 1.1, in the event that SWBT determines it necessary for the Premises to be moved within the Eligible Structure in which the Premises is located or to another SWBT Eligible Structure, the Interconnector is required to do so if the Interconnector wishes to continue the physical collocation arrangement. In such an event, the Interconnector shall be responsible for the preparation of the new premises at the new location if such relocation arises from circumstances beyond the reasonable control of SWBT, including condemnation or government order or regulation that makes the continued occupancy of the Premises or Eligible Structure uneconomical in SWBT's sole judgment. Otherwise SWBT shall be responsible for any such preparation.

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

In either such event, the new premises shall be deemed the "Premises" hereunder and the new Eligible Structure (where applicable) the Eligible Structure in which the Premises is located.

1.4 The Premises. SWBT agrees, at the Interconnector's sole cost and expense as set forth herein, to prepare the Premises in accordance with working drawings and specifications entitled _____ and dated _____, which documents, marked Exhibit _____, are attached and incorporated herein. The preparation shall be arranged in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After the Interconnector has made the initial payments required by Section 4.4 and the state regulatory approval is obtained in accordance with Section 2.1 hereof, SWBT agrees to pursue diligently the preparation of the Premises for use by the Interconnector.

Notwithstanding the foregoing, to the extent required by FCC rules or orders, the Interconnector shall be permitted at its election to contract for the preparation of the Premises for its physical collocation arrangement with contractors approved by SWBT, such approval to be based on the same criteria SWBT uses in approving contractors for its own purposes and not to be unreasonably withheld. All preparation activities shall be in accordance with all approved plans and specifications and applicable SWBT contractor/subcontractor practices, and coordinated with SWBT. The Interconnector shall be solely responsible for all charges of any such contractor. SWBT shall have no responsibility for any delays, and shall be excused from any deadlines, arising from any Interconnector activity associated with any such contracting, or for any delays attributable to any contractor selected by the Interconnector.

ARTICLE II - EFFECTIVENESS AND REGULATORY APPROVAL

2.1 Submission to State Commission. The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1). After execution of this Agreement, the parties shall submit it to the State commission for the State in which the Premises is located as thereby required for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved, including the supplying of witnesses and testimony if a hearing is to be held.

2.2 Failure to Receive Approval. In the event that this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either party to the other after such regulatory action becomes final and unappealable. Thereafter Interconnector may request to begin negotiations again under 47 U.S.C. 251. Alternatively, the parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission.

2.3 Preparation Prior to Regulatory Approval. At the written election of the Interconnector, SWBT shall begin preparing the Premises for the Interconnector prior to receiving the approval required by Section 2.1 hereof. The sole evidence of such election shall be the payment to SWBT of the initial payments specified in Sections 4.4. Payment to SWBT of the remaining charges under these Sections shall be due upon completion. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the Premises preparation. In the event that the Agreement does not become fully effective as contemplated by this Article, the Interconnector 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 SWBT. To the extent that SWBT has incurred preparation costs not included within any payment made by the Interconnector, the Interconnector shall pay those costs within thirty (30) days of notice by SWBT.

ARTICLE III - TERM

3.1 Commencement Date. This Agreement shall be month-to-month, beginning on the "Commencement Date." The "Commencement Date" shall be the first day after this Appendix becomes effective in accordance with Article II hereof.

3.2 Occupancy. Unless there are unusual circumstances, SWBT will notify the Interconnector that the Premises is ready for occupancy within ____ days after receipt of the payments due under Sections 4.4. The Interconnector must place operational telecommunications equipment in the Premises and connect with SWBT's network within sixty (60) days after receipt of such notice; provided, however, that such 60-day period shall not begin until regulatory approval is obtained under

Article II. If the Interconnector fails to do so, these terms of the Appendix are terminated except that the Interconnector shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by Articles II, IV, XI, XIV, XV, XVII, XVIII, XX, XXI, XXVI and XXVII hereof. For purposes of this Section, the Interconnector's telecommunications equipment is considered to be operational and interconnected when connected to SWBT's network for the purpose of providing service.

ARTICLE IV - PREMISES CHARGES

4.1 Monthly Charges. Beginning on the Commencement Date, Interconnector shall pay to SWBT a charge of _____ Dollars (\$_____) per month for use of the Premises. The monthly charge may be increased upon thirty (30) days' notice by SWBT.

4.2 Billing. Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) days notice to the Interconnector.

4.3 Preparation Charge. The one-time charge for preparing the Premises for use by the Interconnector is estimated to be _____ Dollars (\$XXX.XX) ("Preparation Charge"), of which _____ Dollars (\$XXX.XX) is the estimate for subcontractor charges ("Subcontractor Charges").

4.4 Payment of Preparation Charge. SWBT is not obligated to start any preparation of the Premises until the Interconnector pays SWBT fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of the charges for any custom work required to create or vacate any entrance facility for the Interconnector. Such charges shall be due no later than ten (10) business days after the Agreement has become effective in accordance with Article II hereof. The remainder of the Preparation Charge and any custom work charges are due upon completion and prior to occupancy by the Interconnector.

4.5 Occupancy Conditioned on Payment. SWBT shall not permit the Interconnector to have access to the Premises for any purpose other than inspection until SWBT is in receipt of complete payment of the Preparation Charge and any custom work charges.

4.6 Subcontractor Charges. Within one hundred fifty (150) days of the completion date of the Premises, SWBT shall perform a true-up of all Subcontractor Charges using the actual amounts billed by subcontractors. Any amounts incurred above the Subcontractor Charges will be billed to the Interconnector or, alternatively, any amount below such Charges will be remitted to the Interconnector.

4.7 Breach Prior to Commencement Date. In the event that the Interconnector materially

breaches these terms by purporting to terminate this Agreement after SWBT has begun preparation of the Premises but before SWBT has been paid the entire amounts due under Sections 4.4 and 4.6, then in addition to any other remedies that SWBT might have, the Interconnector 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; trued-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

4.8 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 SWBT's intrastate tariff late payment provision(s) applicable to access services for the State in which the Premises is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

ARTICLE V - INTERCONNECTION CHARGES

The charges set forth herein are for physical collocation arrangements, while charges for interconnection are as set forth in the STC and any applicable SWBT tariffs.

ARTICLE VI - FIBER OPTIC CABLE AND DEMARCATION POINT

6.1 Fiber Entrances. When the Interconnector elects to bring its own facilities to the physical collocation arrangement to connect such arrangements to its network, the Interconnector shall use a dielectric fiber optic cable as a transmission medium to the Premises or, where technically and structurally feasible, may use microwave. SWBT will only permit interconnection by copper or coaxial cable where required by the OCC. SWBT shall provide at least two separate points of entry to the Eligible Structure in which the Premises is located wherever there are at least two entry points for SWBT cable and space is available.

6.2 Demarcation Point. SWBT shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between the Interconnector's network and SWBT's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. SWBT anticipates that the demarcation point (and the NIP for purposes of Appendix DCO) will be within the point-of-termination frame.

ARTICLE VII - USE OF PREMISES

7.1 Nature of Use. The Premises are to be used by the Interconnector for purposes of locating equipment and facilities to access SWBT's unbundled network elements pursuant to 47 U.S.C. § 251(c)(3) or to interconnect with SWBT pursuant to 47 U.S.C. § 251(c)(2). The Interconnector shall

not be permitted to directly connect to other interconnectors' facilities and/or services within the Eligible Structure. Notwithstanding the foregoing, this restriction shall not be enforced when the FCC Order in Docket 96-98 is effective, including the lifting of a stay, if any, and then such direct connection shall be permitted in accordance with FCC rules and orders. Consistent with the nature of the Eligible Structure and the environment of the Premises, the Interconnector shall not use the Premises for office, retail, or sales purposes. No signage or markings of any kind by the Interconnector shall be permitted on the Eligible Structure or on the grounds surrounding the Eligible Structure.

7.2 Equipment List. A list of all of the Interconnector's equipment and facilities that will be placed within the Premises is set forth on Exhibit ____, attached and incorporated herein, with the associated power requirements, floor loading, and heat release of each piece. The Interconnector warrants and represents that Exhibit ____ is a complete and accurate list, and acknowledges that any incompleteness or inaccuracy would be a material breach of this Agreement. The Interconnector shall not place or leave any equipment or facilities within the Premises beyond those listed on Exhibit ____ without the express written consent of SWBT.

7.2.1 Subsequent Requests to Place Equipment. In the event that subsequent to the execution of this Agreement the Interconnector desires to place in the Premises any equipment or facilities not set forth on Exhibit ____, the Interconnector shall furnish to SWBT a written list and description thereof substantially in the form of Attachment A, which is attached and incorporated. Thereafter, in its sole discretion, SWBT may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both parties of a final list and description, including any applicable charges, this Agreement shall be deemed to have been amended to include the terms and conditions of the final list and description.

7.2.2 Limitations. The foregoing imposes no obligation upon SWBT to purchase additional plant or equipment, relinquish used or forecasted space or facilities, or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.

7.3 Administrative Uses. The Interconnector may use the Premises for placement of equipment and facilities only. The Interconnector's employees, agents and contractors shall be permitted access 7 days a week, 24 hours a day, to the Premises if SWBT has provided a secured egress/ingress path or, subject to applicable security escort charges for accompanying SWBT personnel, in those Eligible Structures which are manned 7 days a week, 24 hours a day. For other Premises and except in emergency situations, access will be provided during all normal business hours subject to forty-eight (48) hour notice and applicable security escort charges. All access is provided subject to compliance by the Interconnector's employees, agent and contractors with SWBT's policies and practices pertaining to fire, safety and security. The Interconnector agrees to comply promptly with all laws,

ordinances and regulations affecting the use of the Premises. Upon the expiration of the Agreement, the Interconnector shall surrender the Premises to SWBT, in the same condition as when first occupied by the Interconnector, ordinary wear and tear excepted.

7.4 Threat to Network or Facilities. Interconnector equipment or operating practices representing a significant demonstrable technical threat to SWBT's network or facilities, including the Eligible Structure, are strictly prohibited.

7.5 Interference or Impairment. Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Premises shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those facilities, the Premises, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the Eligible Structure; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Agreement.

7.6 Interconnection to Others. The Interconnector shall not be permitted to directly connect to other Interconnectors' facilities and/or services within the Eligible Structure. Notwithstanding the foregoing, SWBT agrees that this restriction shall not be enforced when the FCC Order in Docket 96-98 is effective, including the lifting of a stay, if any, and then such direct connection shall be permitted in accordance with FCC rules and orders.

7.7 Personalty and its Removal. Subject to this Article, the Interconnector may place or install in or on the Premises such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by the Interconnector in the Premises shall not become a part of the Premises, even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as personalty and may be removed by Interconnector at any time. Any damage caused to the Premises by the removal of such property shall be promptly repaired by Interconnector at its expense.

7.8 Alterations. In no case shall the Interconnector or any person purporting to be acting through or on behalf of the Interconnector make any rearrangement, modification, improvement, addition, repair, or other alteration to the Premises or the Eligible Structure without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair, or other alteration requested by the Interconnector, provided that SWBT shall have the right to reject or modify any such request. The cost of any such construction shall be paid by Interconnector in accordance with SWBT's then-standard custom work order process.

ARTICLE VIII - STANDARDS

8.1 Minimum Standards. This Agreement and the physical collocation provided hereunder is

made available subject to and in accordance with the (i) Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE), as may be amended at any time and from time to time, and any successor documents; (ii) SWBT's Technical Publication for Physical Collocation dated _____, 1996, as may be amended from time to time; (iii) SWBT's Technical Publication 76300, Installation Guide, followed in installing network equipment and facilities within SWBT central offices, as may be amended from time to time; (iv) SWBT's Emergency Operating Procedures, as may be amended from time to time; and (v) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. The Interconnector shall strictly observe and abide by each.

8.2 Revisions. Any revision to SWBT's Technical Publication for Physical Collocation, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Agreement thirty (30) days after such revision is released by SWBT; provided, however, that any revision made to address situations potentially harmful to SWBT's network or the Premises, or to comply with statutory and/or regulatory requirements shall become effective immediately.

8.3 Compliance Certification. The Interconnector warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE) for each item set forth on Exhibit _____. The Interconnector also warrants and represents that any equipment or facilities that may be placed in the Premises pursuant to Section 7.2.1 or otherwise shall be so compliant. **DISCLOSURE OF ANY NON-COMPLIANT ITEM ON EXHIBIT ___, PURSUANT TO SECTION 7.2.1, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.**

ARTICLE IX - RESPONSIBILITIES OF THE INTERCONNECTOR

9.1 Contact Number. The Interconnector is responsible for providing to SWBT personnel a contact number for Interconnector technical personnel who are readily accessible 24 hours a day, 7 days a week, 365 days a year.

9.2 Trouble Status Reports. The Interconnector is responsible for providing trouble report status when requested by SWBT.

9.3 Optical Fiber Extension. As applicable, the Interconnector is responsible for bringing its fiber optic cable to the Eligible Structure entrance manhole(s) designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the Interconnector-provided cable through the cable vault to the Premises.

9.4 Regeneration. Regeneration of either DS1 or DS3 signal levels may be provided by the Interconnector, or SWBT under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment.

9.5 Removal. The Interconnector is responsible for removing any equipment, property or other items that it brings into the Premises or any other part of the Eligible Structure. If the Interconnector fails to remove any equipment, property, or other items from the Premises within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge the Interconnector 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, the Interconnector shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.

9.6 Interconnector's Equipment and Facilities. The Interconnector is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities used by the Interconnector in the Premises. The Interconnector will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Premises:

- (a) its fiber optic cable(s);
- (b) its equipment;
- (c) required point of termination cross connects;
- (d) point of termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required; and
- (e) the connection cable and associated equipment which may be required within the Premises to the point(s) of termination.

SWBT NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

9.7 Verbal Notifications Required. The Interconnector is responsible for immediate verbal notification to SWBT of significant outages or operations problems which could impact or degrade SWBT's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.

9.8 Service Coordination. The Interconnector is responsible for coordinating with SWBT to ensure that services are installed in accordance with the service request.

9.9 Testing. The Interconnector is responsible for testing, to identify and clear a trouble when the trouble has been isolated to an Interconnector-provided facility or piece of equipment. If SWBT testing is also required, it will be provided at charges specified in SWBT's F.C.C. No. 73, Section 13.

ARTICLE X - QUIET ENJOYMENT

Subject to the other provisions hereof, SWBT covenants that it has full right and authority to permit the use of the Premises by the Interconnector and that, so long as the Interconnector performs all of its obligations herein, the Interconnector may peaceably and quietly enjoy the Premises during the term hereof.

ARTICLE XI - SHARING

The Interconnector shall not permit another Interconnector or other interconnecting entity to jointly occupy the Premises.

ARTICLE XII - CASUALTY LOSS

12.1 Damage to Premises. If the Premises are damaged by fire or other casualty, and

- (i) The Premises are not rendered untenable in whole or in part, SWBT shall repair the same at its expense (as hereafter limited) and the rent shall not be abated, or
- (ii) The Premises are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, SWBT has the option to repair the Premises at its expense (as hereafter limited) and monthly charge shall be proportionately abated while Interconnector was deprived of the use. If the Premises cannot be repaired within ninety (90) days, or SWBT opts not to rebuild, then this Agreement shall (upon notice to the Interconnector within thirty (30) days following such occurrence) terminate as of the date of such damage for the Premises so affected.

Any obligation on the part of SWBT to repair the Premises shall be limited to repairing, restoring and rebuilding the Premises as originally prepared for the Interconnector and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by the Interconnector or by SWBT on request of the Interconnector; or any fixture or other equipment installed in the Premises by the Interconnector or by SWBT on request of the Interconnector.

12.2. Damage to the Eligible Structure. 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, in SWBT's opinion, be advisable, then, notwithstanding that the Premises may be unaffected thereby, SWBT, at its option, may terminate these terms as to the Premises in that Eligible Structure by giving the Interconnector ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

ARTICLE XIII - RE-ENTRY

In addition to the provisions for default in the Agreement, if the Interconnector shall default in performance of any agreement herein, and the default shall continue for thirty (30) days after receipt of written notice, or if the Interconnector is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Premises, expel the Interconnector and any claiming under the Interconnector, remove the Interconnector's property, forcibly if necessary, and thereupon this Agreement shall terminate as to the Premises so repossessed, without prejudice to any other remedies SWBT might have.

SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by the Interconnector at any time thereafter.

ARTICLE XIV - LIMITATION OF LIABILITY

14.1 Limitation. In addition to the provisions on Limitations of Liability in the Agreement, when the Interconnector is provided service under this Appendix, SWBT shall be indemnified, defended and held harmless by the Interconnector against any claim, loss or damage arising from the end users's use of services offered under this Appendix involving:

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (2) Claims for patent infringement arising from the end users's acts combining or using the service furnished by SWBT in connection with facilities or equipment furnished by the end user; or
- (3) All other claims arising in connection with any act or omission of the Interconnector in the course of using services provided pursuant to this Agreement.

14.2 Third Parties. The Interconnector acknowledges and understands that SWBT may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Interconnectors; that such space may be close to the Premises, possibly including space adjacent to the Premises and/or with access to the outside of the Premises; and that the cage around the Premises is a permeable boundary that will not prevent the Others from observing or even damaging the Interconnector's equipment and facilities. In addition to any other applicable limitation, SWBT 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 SWBT, and regardless of whether any claimed SWBT liability arises in tort or in contract. The Interconnector shall save and hold SWBT harmless from any and all costs, expenses, and claims associated with any such acts or omission by

ARTICLE XV - INDEMNIFICATION OF SWBT

In addition to any other provision hereof, the Interconnector agrees to indemnify, defend and save harmless SWBT (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with Interconnector's use of the Premises, conduct of its business or any activity, in or about the Premises, performance of any terms of this Agreement, or any act or omission of the Interconnector (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees). Defense of any claim shall be reasonably satisfactory to SWBT.

ARTICLE XVI - SERVICES, UTILITIES, MAINTENANCE AND FACILITIES

16.1 Operating Services. SWBT shall maintain for the Eligible Structure, as applicable, customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day, 365 days a year. In Eligible Structures where technically feasible, the Interconnector shall be permitted to have a single-line business telephone service for the Premises subject to applicable SWBT tariffs.

16.2 Utilities. SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for the Interconnector's equipment, in the same manner that it provides such support items for its own equipment within that Eligible Structure.

16.3 Maintenance. SWBT shall maintain, as applicable, the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Interconnector to access the Premises.

16.4 Legal Requirements. SWBT agrees to make, at its expense, all changes and additions to the Premises 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 Premises.

ARTICLE XVII - SUCCESSORS BOUND

Without limiting Article XI hereof, the conditions and agreements contained herein shall bind and inure to the benefit of SWBT, the Interconnector and their respective successors and, except as otherwise provided herein, assigns.

ARTICLE XVIII - CONFLICT OF INTEREST

The Interconnector represents that no employee or agent of SWBT has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from the Interconnector, or any of the Interconnector's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

ARTICLE XIX - NON-EXCLUSIVE REMEDIES

No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

ARTICLE XX - COMPLIANCE WITH LAWS

The Interconnector and all persons acting through or on behalf of the Interconnector shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder. The Interconnector further agrees during the term of this Agreement to comply with all applicable Executive and Federal regulations as set forth in SW9368, attached as Exhibit ____ and incorporated herein, as may be modified from time to time.

ARTICLE XXI - OSHA STATEMENT

The Interconnector, in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal, state and local laws, safety and health regulations relating to the Premises which the Interconnector has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SWBT harmless for any judgments, citations, fines, or other penalties which are assessed against SWBT as the result of the Interconnector's failure to comply with any of the foregoing. SWBT, 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 Premises which SWBT has agreed to maintain pursuant hereto.

ARTICLE XXII - INSURANCE

22.1 Coverage Requirements. The Interconnector shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance

rating of A+VII or better, and which is authorized to do business in the jurisdiction in which the Premises are located. SWBT shall be named as an ADDITIONAL INSURED on general liability policy.

- (1) Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of \$1,000,000. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.
- (2) If use of an automobile is required or if the Interconnector is provided or otherwise allowed parking space by SWBT in connection with this Agreement, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. The Interconnector hereby waives any rights of recovery against SWBT for damage to the Interconnector's vehicles while on the grounds, if any, of the Eligible Structure and the Interconnector will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of the Interconnector's employees, contractors, invitees, licensees or agents.
- (3) Workers' Compensation insurance with benefits afforded in accordance with the laws of the state in which the space is to be provided.
- (4) Employer's Liability insurance with minimum limits of \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease per employee and \$500,000 for bodily injury by disease policy aggregate.
- (5) Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
- (6) All Risk Property coverage on a full replacement cost basis insuring all of the Interconnector's personal property situated on or within the Eligible Structure or the Premises. The Interconnector releases SWBT from and waives any and all right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Interconnector or located on or in the space at the instance of the Interconnector by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on the Interconnector's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of the Interconnector against SWBT for damage to the Interconnector's fixtures or personal property are hereby waived.

The Interconnector may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an interruption of service occur.

22.2 Coverage Increases. The limits set forth in Section 24.1 may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT buildings.

22.3 Primary Coverage. All policies purchased by the Interconnector shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

22.4 Effective Date. All insurance must be in effect on or before occupancy date and shall remain in force as long as any of the Interconnector's facilities or equipment remain within the Premises or the Eligible Structure. If the Interconnector fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by the Interconnector.

22.5 Supporting Documentation. The Interconnector shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Agreement. The Interconnector shall arrange for SWBT to receive thirty (30) days advance written notice from the Interconnector's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

22.6 Carrier Recommendations. The Interconnector must also conform to the recommendation(s) made by SWBT's Property Insurance Company which Interconnector has already agreed to or to such recommendations as it shall hereafter agree to.

22.7 Material Breach. Failure to comply with the provisions of this section will be deemed a material violation of this Agreement.

ARTICLE XXIII - SWBT'S RIGHT OF ACCESS

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter the Premises at any reasonable time to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the Premises for purpose of averting any threat of harm imposed by the Interconnector or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the Premises. If routine inspections are required, they shall be conducted at a mutually agreeable time.

ARTICLE XXIV - PURPOSE AND SCOPE OF AGREEMENT