

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T MIDWEST REGION 5-STATE will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between AT&T MIDWEST REGION 5-STATE and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.
- 1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.4 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.5 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.6 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.8 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 "Centralized Message Distribution System" (CMDS) - means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 "Direct Participants" (DP) - the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
 - 2.2.1 New England Telephone Company
 - 2.2.2 New York Telephone Company
 - 2.2.3 Bell Atlantic, NJ
 - 2.2.4 Bell Atlantic, PA
 - 2.2.5 Bell Atlantic, DE
 - 2.2.6 Bell Atlantic, DC
 - 2.2.7 Bell Atlantic, MD
 - 2.2.8 Bell Atlantic, VA
 - 2.2.9 Bell Atlantic, WV

- 2.2.10 Southern Bell Telephone Company
 - 2.2.11 South Central Bell Telephone Company
 - 2.2.12 The Ohio Bell Telephone Company d/b/a AT&T Ohio
 - 2.2.13 Michigan Bell Telephone Company d/b/a AT&T Michigan
 - 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
 - 2.2.15 Illinois Bell Telephone Company d/b/a AT&T Illinois
 - 2.2.16 Wisconsin Bell Telephone Company d/b/a AT&T Wisconsin
 - 2.2.17 Northwestern Bell Telephone Company
 - 2.2.18 Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas
 - 2.2.19 Mountain Bell Telephone Company
 - 2.2.20 Pacific Bell Telephone Company d/b/a AT&T California
 - 2.2.21 Nevada Bell Telephone Company d/b/a AT&T Nevada
 - 2.2.22 The Southern New England Telephone Company
 - 2.2.23 Cincinnati Bell Telephone Company
- 2.3 "Exchange Message Interface" (EMI) -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 "Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs) - facilities-based providers of local telecommunication services.
- 2.5 "Non-Intercompany Settlement" (NICS) is a revenue exchange process for messages which originate from CLEC and bill to AT&T MIDWEST REGION 5-STATE and message which originate from AT&T MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T MIDWEST REGION 5-STATE Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by AT&T MIDWEST REGION 5-STATE within the same AT&T MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within AT&T ILLINOIS territory and billed to a CLEC within AT&T ILLINOIS would be covered by this section; a call originating within AT&T MICHIGAN but billing outside of AT&T MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

- 5.1 CLEC agrees to pay a \$.05 per message charge to AT&T MIDWEST REGION 5-STATE for all qualifying messages billed by AT&T MIDWEST REGION 5-STATE.

- 5.2 AT&T MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to AT&T MIDWEST REGION 5-STATE or CLEC based on netting the amount due AT&T MIDWEST REGION 5-STATE and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing from either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.