

- 3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. The Parties may share the investment of the fiber as mutually agreed.
- 3.4.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed.
- 3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.
- 3.4.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.4.7 There are four basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.
- 3.4.7.1 Design One: SPRINT's fiber cable (four fibers) and SBC-13STATE's fiber cable (four fibers) will be connected at a mutually agreeable and technically feasible mid-point between SPRINT and SBC-13STATE locations. This interconnection point will be at a mutually agreeable location, with the intent of a 50/50 share in the cost of the facilities. Each Parties' fiber cables will be terminated and then cross connected on a fiber termination panel. SPRINT and SBC will provide their own fiber termination panels and will be responsible for terminating and testing their own fibers. Each Party will supply fiber optic equipment at their respective end. The POI will be at the fiber termination panel at the mid-point meet.
- 3.4.7.2 Design Two: SPRINT will provide fiber cable to the last entrance (or SBC-13STATE designated) manhole at the SBC-13STATE Tandem or End Office switch. SBC-13STATE shall make all necessary preparations to receive and to allow and enable SPRINT

to deliver fiber optic facilities into that manhole. SPRINT will provide a sufficient length of Fiber cable for SBC-13STATE to pull through the SBC-13STATE cable vault. SPRINT shall deliver and maintain such strands wholly at its own expense up to the POI. SBC-13STATE shall take the fiber from the manhole and terminate it inside SBC-13STATE's office at the cable vault at SBC-13STATE's expense. In this case the POI shall be at the SBC-13STATE designated manhole location.

3.4.7.3 Design Three: SBC-13STATE will provide fiber cable to a mutually agreed upon manhole towards the last entrance (or SPRINT designated) manhole at the SPRINT location. SPRINT shall make all necessary preparations to receive and to allow and enable SBC-13STATE to deliver fiber optic facilities into that manhole. SBC-13STATE will provide a sufficient length of fiber cable for SPRINT to pull to a mutually agreed upon point of termination SBC-13STATE shall deliver and maintain such strands wholly at its own expense up to the POI. SPRINT shall take the fiber from the manhole and terminate it inside SPRINT's office on the FDF at SPRINT's expense. In this case the POI shall be at the SPRINT designated manhole location.

3.4.7.4 Design Four: Both SPRINT and SBC-13STATE each provide two fibers between their locations to terminate at each parties' FOT This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. SBC-13STATE will provide the fibers associated with the working side of the system. SPRINT will provide the fibers associated with the protection side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the SBC-13STATE location.

3.4.8 SPRINT location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from SBC-13STATE. This location is SPRINT's responsibility to provision and maintain.

3.4.9 The SBC-13STATE location includes all SBC-13STATE FOT, multiplexing and fiber required to terminate the optical signal provided from SPRINT. This location is SBC-13STATE's responsibility to provision and maintain.

- 3.4.10 SBC-13STATE and SPRINT shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.
- 3.4.11 Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.4.12 SPRINT and SBC-13STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 For each local Interconnection within an SBC-13STATE area, SPRINT shall provide written notice to SBC-13STATE of the need to establish Interconnection in each local exchange area (SBC-SWBT) or LATA (PACIFIC, NEVADA, SNET, and SBC-AMERITECH). Such request will include (i) SPRINT's Switch address, type of Switch and CLLI code; (ii) SPRINT's requested Interconnection activation date; and (iii) a non-binding forecast of SPRINT's trunking and facilities requirements.
- 4.2 Upon receipt of SPRINT's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 Either party may add or remove additional switches. The parties shall be entitled to provide written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.
- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.
- 4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

- 4.6 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.
- 4.7 Either Party may combine local and intraLATA toll traffic with exchange access traffic on Feature Group B and D exchange access trunks it obtains from the other Party, and report to the other Party the factors necessary for proper billing of such combined traffic.

5. LEASING OF FACILITIES

- 5.1 Should SBC-13STATE wish to voluntarily provide SPRINT with Leased ILEC Facilities for the purpose of interconnection, the Parties agree that this voluntary offering is not required under FTA 96 nor under FCC UNE Remand Order 99-238, November 5, 1999, and is made with all rights reserved. The Parties further agree that any such voluntary offering is not subject to TELRIC cost methodologies, and instead will be market priced on an individual case basis. Should SBC-13STATE voluntarily offer Leased Facilities under this section, it (1) will advise the SPRINT in writing in advance of the applicable charges for Leased Facilities, and (2) will process the request only if SPRINT accepts such charges.
- 5.2 The purpose of this section is to cover both SPRINT's and SBC-SWBT, PACIFIC and NEVADA leasing of facilities from each other for the purposes of Interconnection. SBC-AMERITECH and SNET offers leased facilities are from the applicable Access Tariff.
- 5.3 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.
- 5.4 Leasing of facilities from either party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.
- 5.5 The requesting Party will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing

required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.

5.6 Requests by either Party for leased facilities where facilities, equipment, or riser cable do not exist will be considered and the requesting Party may agree to provide under a Bona Fide Request (BFR) Process as defined below, unless otherwise provided out of a tariff, at the providing Party's sole discretion:

5.6.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.

5.6.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party any reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.

5.6.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR.

5.6.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the requested Party will provide the requesting Party a BFR quote which will include the applicable recurring rates and installation intervals.

5.6.5 Within 65 calendar days of its receipt of the BFR quote, the requesting Party must confirm its order. If not confirmed within 65 calendar days, the requested Party reserves the right to modify or withdraw its BFR quote.

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 as provided in Section 2.9 of the General Terms & Conditions.

APPENDIX NUMBER PORTABILITY

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EXHIBIT 1 [SBC-SWBT ONLY]

**APPENDIX NP
(NUMBER PORTABILITY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 As used herein, SBC-10STATE means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which SBC-13STATE agrees to provide SPRINT with Numbering Portability are contained in the applicable FCC tariff.

2. INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY]

- 2.1 Due to all NEVADA, PACIFIC, SBC-AMERITECH and SNET switches being LNP capable, this Section does not apply.
- 2.2 General Terms and Conditions
- 2.2.1 SBC-SWBT and SPRINT will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of SPRINT or SBC-SWBT. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.
- 2.3 Service Provided
- 2.3.1 SBC-SWBT shall provide INP to SPRINT only, as described herein.

2.3.2 SBC-SWBT shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SBC-SWBT does not offer INP services and facilities for NXX codes 555, 976, 950.

2.3.3 SBC-SWBT shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by SBC-SWBT to the End User, unless full payment is made, or an agreement is reached where SPRINT agrees to make full payment on the End User's behalf, including any termination amounts due.

2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SBC-SWBT shall make INP service available only from, or to host central offices.

2.4 Obligations of SBC-SWBT

2.4.1 SBC-SWBT's sole responsibility is to comply with the service requests it receives from SPRINT and to provide INP in accordance with this Appendix.

2.5 Obligations of SPRINT

2.5.1 SPRINT shall coordinate the provision of service with SBC-SWBT to assure that SPRINT's switch is capable of accepting INP ported traffic.

2.5.2 SPRINT is solely responsible to provide equipment and facilities that are compatible with SBC-SWBT's service parameters, interfaces, equipment and facilities. SPRINT shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SBC-SWBT or any of its End Users. In the event that SBC-SWBT determines in its sole judgment that SPRINT will likely impair or is impairing, or interfering with any equipment, facility or service of SBC-SWBT or any of its End Users, SBC-SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or SBC-SWBT's tariffs, where applicable.

2.5.3 SPRINT shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which SPRINT is not presently providing exchange service or terminating to an End User.

2.5.4 Where SPRINT chooses to disconnect or terminate any INP service, SPRINT shall designate which standard SBC-SWBT intercept announcement SBC-SWBT shall provide for disconnected number.

2.5.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by SBC-SWBT to its own End User subscribers has elapsed, the ported telephone number will be released back to SBC-SWBT.

2.5.5.1 Formerly ported telephone numbers which revert to SBC-SWBT as described above shall be reassigned or provided with a standard SBC-SWBT intercept announcement in accordance with SBC-SWBT's standard operating procedures then in effect.

2.5.6 SPRINT shall designate to SBC-SWBT at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to SPRINT assigned telephone numbers:

2.5.6.1 SPRINT may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

2.5.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

2.6 Limitations Of Service

2.6.1 SBC-SWBT is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2.6.2 End-to-end transmission characteristics cannot be specified by SBC-SWBT for calls over INP facilities because 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.

2.7 Service Descriptions

2.7.1 INP-Remote

- 2.7.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to SBC-SWBT, is automatically forwarded to SPRINT-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by SPRINT at the same wire center wherein the ported number resides.
- 2.7.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to SPRINT's specified forwarded-to number. Additional call paths are available on a per path basis.
- 2.7.1.3 The SPRINT-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access billing, i.e., an incoming call to the SBC-SWBT ported number shall be handled like any other SBC-SWBT call being terminated to that end office and the ported call to SPRINT assigned telephone number in SPRINT switch shall be handled as any local calls between SBC-SWBT and SPRINT.
- 2.7.1.4 Where facilities exist, SBC-SWBT will provide identification of the originating telephone number, via SS7 signaling, to SPRINT.

2.7.2 INP-Direct

- 2.7.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to SPRINT's switching (central office or premises) equipment for identification and subsequent routing and call completion.
- 2.7.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.
- 2.7.2.2.1 Where the location of SPRINT's switching equipment to which SBC-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, SPRINT shall pay applicable

interoffice mileage charges as specified in the applicable state Special Access Tariff.

2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per SBC-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.

2.7.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.8 Intercompany Terminating Compensation

2.8.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party \$1.75 per month for each business line and \$1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.9 Pricing

2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, 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.

2.9.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. **PERMANENT NUMBER PORTABILITY (PNP)**

3.1 General Terms and Conditions

- 3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.
- 3.1.2 Other than as specifically set out elsewhere in this agreement, SNET does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

3.2 Service Provided

- 3.2.1 SBC-12STATE provides SPRINTs the use of the SBC-12STATE PNP database via the Service Provider Number Portability (SPNP) Database Query. The SPRINT's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. SBC-12STATE's PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 3.2.2 SBC-12STATE will provide SPRINT the use of the SBC-12STATE PNP database, PNP software, and SS7 network via the SPNP Query.
- 3.2.3 The Parties shall:
- 3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and
- 3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office
- 3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of SBC-12STATE

- 3.3.1 PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.

- 3.3.2 SBC-SWBT has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA	DEPLOYMENT WAS COMPLETED BY
Houston	May 26, 1998
Dallas, St. Louis	June 26, 1998
Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998
Tulsa, El Paso, Wichita, Little Rock	December 31, 1998

- 3.3.3 After December 31, 1998, SBC-SWBT will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from the SPRINT (see EXHIBIT 1).

- 3.3.4 SBC-12STATE may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 Obligations of SPRINT

- 3.4.1 When purchasing the SPNP Database Query, SPRINT will access SBC-12STATE's facilities via an SS7 link: SBC-AMERITECH - Section 8 of FCC No. 2 Access Service Tariff/NEVADA - Section 6 of FCC No. 1 Access Services tariff/PACIFIC - Section 6 of FCC No. 128 Access Service tariff/ SBC-SWBT- Section 23 and 32 of FCC No. 73 Access Service Tariff) to the SBC-12STATE STP.

- 3.4.2 When purchasing the SPNP Query - Prearranged, SPRINT will advise PACIFIC/NEVADA/SBC-SWBT of the entry point(s) of queries to the PACIFIC/NEVADA/SBC-SWBT network and provide a query forecast for each entry point.

- 3.4.3 The SPRINT is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

- 3.4.4 After the initial deployment of PNP in a mandated MSA, SPRINT shall submit a BFR (see EXHIBIT 1) to request that a SBC-SWBT switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.
 - 3.4.5 When SPRINT requests that an NXX in an LRN capable SBC-12STATE switch become portable, SPRINT shall follow the industry standard LERG procedure.
 - 3.4.6 SPRINT shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
 - 3.4.7 SPRINT shall adhere to SBC-12STATE's Local Service Request (LSR) format and PNP due date intervals.
 - 3.4.8 SPRINT shall adhere to SBC-12STATE's reserved number terms and conditions pursuant to Appendix Numbering.
- 3.5 Obligations of Both Parties
- 3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
 - 3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
 - 3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
 - 3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
 - 3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
 - 3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

3.6 Limitations of Service

3.6.1 Telephone numbers can be ported only within PACIFIC/NEVADA/SBC-SWBT toll rate centers / SBC-AMERITECH rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

3.6.2 Telephone numbers in the following SBC-12STATE NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) SBC-12STATE Official Communications Services (OCS) NXXs.

3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

3.7 Service Descriptions

3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

3.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

- 3.7.6 If SPRINT chooses not to fulfill its N-1 carrier responsibility, SBC-12STATE will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.
- 3.7.7 The SPRINT shall be responsible for payment of charges to SBC-12STATE for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.
- 3.7.8 The SPRINT shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

- 3.8.1 The price of PNP queries shall be the same as those in SBC-AMERITECH - Section 6 of the FCC No. 2 Access Services Tariff NEVADA BELL - Section 19 of the FCC No. 1 Access Services Tariff PACIFIC BELL - Section 13 of the FCC No. 128 Access Services Tariff SBC-SWBT - Section 34 of the FCC No. 73 Access Services Tariff
- 3.8.2 SPRINT agrees not to charge SBC-12STATE, nor any SBC Affiliate, SBC Subsidiary, or SBC-12STATE End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the SPRINT to recover the costs associated with LNP.

4. INP TO PNP TRANSITION

- 4.1 PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.
- 4.2 SBC-SWBT has deployed LRN in the switches requested as result of the State Commission's poll of SPRINTs to name the switches in which they wanted LRN deployed.
- 4.3 SPRINTs shall issue LSRs to change their existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.
- 4.4 New requests for INP will not be provided in a SBC-12STATE switch once LRN has been deployed in that switch.

- 4.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

5. MASS CALLING CODES

5.1 General Terms and Conditions

- 5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SBC-12STATE in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.
- 5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, SBC-12STATE will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

- 5.2.1 SBC-12STATE will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SBC-12STATE mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC-12STATE mass calling tandem and/or SBC-AMERITECH mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC-12STATE choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.
- 5.2.2 When a SPRINT requests that a SBC-12STATE number with a mass calling NXX code be ported to its network, SBC-12STATE will build translations at the CSO to route the incoming calls to a SPRINT provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the SPRINT central office.

5.3 Obligations of SBC-12STATE

5.3.1 SBC-12STATE will port its numbers with mass calling NXXs upon request by the SPRINT. Non-LRN porting will be done via pseudo code or route index translation in the SBC-12STATE CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

5.3.2 SBC-12STATE will not charge the SPRINT for the use of its choke network by the SPRINT's mass calling customer. In exchange, SBC-12STATE shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 Obligations of SPRINT

5.4.1 SPRINT shall agree to adhere to SBC-12STATE LSR format and mass calling due date intervals.

5.4.2 The SPRINT shall provide the facility and DID trunk group from the SBC-12STATE CSO to the SPRINT's serving office. The SPRINT shall size this one-way MF trunk group.

5.4.3 The SPRINT shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 SPRINT Mass Calling Codes

5.5.1 Should the SPRINT assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the SPRINT shall home its CSO(s) on a SBC-12STATE mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from SBC-12STATE's tandem and/or SBC-AMERITECH mass calling hub to the SPRINT. In order to allow the Parties time to order and install such mass calling trunks, the SPRINT shall provide SBC-12STATE notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

5.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where SBC-12STATE and SPRINT both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

5.6.1 SPRINT shall adhere to SBC-12STATE's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

6. **PROVISION OF INP AND PNP BY SPRINT TO SBC-SWBT**

6.1 SPRINT shall provide INP and PNP to SBC-SWBT under no less favorable terms and conditions as when SBC-SWBT provides such services to SPRINT.

7. **PROVISION OF PNP BY SPRINT TO PACIFIC/NEVADA/SBC-AMERITECH**

7.1 SPRINT shall provide PNP to PACIFIC/NEVADA/SBC-AMERITECH under no less favorable terms and conditions as when PACIFIC/NEVADA/SBC-AMERITECH provides such services to SPRINT.

8. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

8.1 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 as provided in Section 2.9 of the General Terms and Conditions.

EXHIBIT 1

[This Attachment is applicable to SBC-SWBT only.]
PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (SPRINTs) shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country,
- and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), SPRINT can request that PNP be deployed in additional MSAs beginning January 1, 1999. SBC-SWBT is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from **SPRINT** to its **SBC-SWBT** Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which **SPRINT** interconnects.
- An initial response from the **SBC-SWBT** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to **SPRINT** within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

TO: _____ (name of service provider)
 _____ (address of service provider)
 _____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
 _____ (requester switch(es)/CLLI)
 _____ (authorized by name)
 _____ (authorized by title)
 _____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
 Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team (Continued)

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while SPRINT may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
 _____ (contact name/address/number)
 _____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
 _____ (address of provider)
 _____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	<i>Modified Effective Date</i>	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

_____ (CLLI 2): _____

_____ (CLLI 3): _____

Authorized company representative signature/title:

APPENDIX NUMBERING

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions under which SBC-13STATE will coordinate with respect to NXX assignments.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where SPRINT is properly certified by the appropriate regulatory body and intends to provide local exchange service, SPRINT shall obtain a separate NXX code for each SBC-13STATE rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable SPRINT and SBC-13STATE to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate

center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically located in the rate center to which the NXX is assigned.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regression testing purposes.

3. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

3.1 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 as provided in Section 2.99 of the General Terms and Conditions.

APPENDIX OS

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**APPENDIX OS
(OPERATOR SERVICES)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 As used herein, SBC-10STATE means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

2. SERVICES

- 2.1 Where technically feasible and/or available, SBC-13STATE will provide the following OS:
 - 2.1.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an SBC-13STATE operator, hereafter called "Operator."

 - 2.1.1.1 SBC-10STATE and PACIFIC - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.
 - 2.1.1.2 NEVADA - This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.
 - 2.1.2 Operator-Assisted Call Processing
 - 2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

3.1 Fully Automated Call Processing - Where technically feasible and/or available, SBC-13STATE can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service.

3.1.1.1 SBC-13STATE -This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System.

3.1.2.1 SBC-12STATE - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.1.3 SBC-8STATE will treat the following situations as Fully Automated service:

3.1.3.1 When the caller identifies himself or herself as disabled.

3.1.3.2 When the caller reports trouble on the network.

3.1.3.3 When the Operator reestablishes an interrupted call.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, SBC-13STATE will support the following Operator-assisted call types for SPRINT:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which SBC-13STATE can perform billing validation.

- 3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.
- 3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

- 4.1 Where technically feasible and/or available, SBC-13STATE will brand OS in SPRINT's name based upon the criteria outlined below:
- 4.1.1 Where SBC-13STATE provides SPRINT Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SBC-13STATE is only providing OS on behalf of the SPRINT, the calls will be branded.
- 4.1.2 SPRINT name used in branding calls may be subject to Commission regulations and should match the name in which SPRINT is certified.

- 4.1.3 SBC-10STATE - SPRINT will provide written specifications of its company name to be used by SBC-10STATE to create SPRINT specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). SPRINT attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.4 SBC-2STATE - SPRINT will provide recorded announcement(s) of its company name to be used to brand the SPRINT's OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.5 A SPRINT purchasing SBC-13STATE unbundled local switching is responsible for maintaining SPRINT's End User customer records in SBC-13STATE Line Information Database (LIDB) as described in Appendix LIDB-AS. SPRINT's failure to properly administer customer records in LIDB may result in branding errors.
- 4.1.6 Multiple Brands
- 4.1.6.1 SBC-7STATE can support multiple brands on a single trunk group for a facilities-based SPRINT if all End User customer records for all carriers utilizing the same trunk group are maintained in SBC-7STATE LIDB.
- 4.1.6.2 SNET can support multiple brands for facilities-based SPRINT's on multiple trunk groups.
- 4.1.7 Branding Load Charges
- 4.1.7.1 SBC-SWBT - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of SPRINT 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 call handled by SBC-SWBT on behalf of SPRINT when such services are provided in conjunction with: i) the purchase of SBC-SWBT unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.
- 4.1.7.2 SBC-AMERITECH - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for

the establishment of SPRINT specific branding. In addition, a per call charge applies for every OS call handled by SBC-AMERITECH on behalf of SPRINT when such services are provided in conjunction with the purchase of SBC-AMERITECH unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.7.3 SBC-2STATE – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of SPRINT specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.7.4 SNET – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of SPRINT 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. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

5.1 Where technically feasible and/or available, SBC-13STATE will provide SPRINT OS Rate/Reference Information based upon the criteria outlined below:

5.1.1 SPRINT will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.

5.1.2 SPRINT will inform SBC-13STATE, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. SPRINT acknowledges that it is responsible to provide SBC-13STATE updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of SPRINT's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the SPRINT's OS Rate or Reference Information.

5.1.4 SBC-13STATE - When an Operator receives a rate request from a SPRINT End User, SBC-13STATE will quote the applicable OS rates as provided by SPRINT.

6. INTRALATA MESSAGE RATING

6.1 SBC-SWBT - Upon request, SPRINT may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all SBC-SWBT Operator assisted intraLATA calls. With this service, SBC-SWBT will compute the applicable charges for each message based on SPRINT's schedule of rates provided to SBC-SWBT.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent SPRINT's NXX encompasses multiple emergency agencies, SBC-13STATE agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. SPRINT must provide SBC-13STATE with the correct information to enable the transfer as required by the OSQ. SPRINT will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, SBC-13STATE will attempt to reach the appropriate operator if the network facilities for inward assistance exist. SPRINT agrees to indemnify, defend, and hold harmless SBC-13STATE from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

8.1 SPRINT agrees that due to quality of service and work force schedule issues, SBC-13STATE will be the sole provider of OS for SPRINT's local serving area(s).

8.2 SPRINT will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC-13STATE Operator assistance switch. Should SPRINT seek to obtain interexchange OS from SBC-13STATE, SPRINT is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 8.4 SPRINT will furnish to SBC-13STATE a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 SPRINT will provide SBC-13STATE updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 SPRINT understands and acknowledges that before live traffic can be passed, SPRINT is responsible for obtaining and providing to SBC-13STATE, default emergency agency numbers.

9. METHODS AND PRACTICES

- 9.1 SBC-13STATE will provide OS to SPRINT's End Users in accordance with SBC-13STATE OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

- 10.1 The prices at which SBC-13STATE agrees to provide SPRINT with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, SBC-13STATE may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to SPRINT.

11. MONTHLY BILLING

- 11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 11.2 SBC-13STATE will accumulate and provide SPRINT such data as necessary for SPRINT to bill its End Users.

12. LIABILITY

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

- 12.2 SPRINT also agrees to release, defend, indemnify, and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

13. TERMS OF APPENDIX

- 13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.
- 13.2 If SPRINT terminates this Appendix prior to the expiration of the term of this Appendix, SPRINT shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 14.1 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 as provided in Section 2.9 in the General Terms and Conditions.

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**APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to SPRINT for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC-Ameritech POR for Uniform and Enhanced OSS ("Uniform POR") as approved by the FCC on September 22, 2000 as may be amended from time to time. Additionally, once final and approved, SBC-13STATE will comply with the Business Rules POR. SPRINT may also obtain OSS and Performance Measurements according to any applicable State Commission Rule or Order.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, 12STATE, 8STATE, 7STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 SBC-13STATE has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

- 2.1 "LSC" means (i) the Local Service Center (LSC) for SWBT, PACIFIC, and NEVADA; (ii) Local Exchange Carrier Center (LECC) for SNET; and (iii) Information Industry Service Center (IISC) for SBC-AMERITECH.
- 2.2 "LOC" means (i) the Local Operations Center (LOC) for SWBT, PACIFIC, NEVADA, and SNET; and (ii) the Customer Response Unit (CRU) for SBC-AMERITECH.
- 2.3 "Service Bureau Provider" - For purposes of this Agreement, Service Bureau Provider is a company that has been engaged by SPRINT to act as its agent for purposes of accessing SBC-13STATE's OSS application-to-application interfaces.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of

orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and SBC-13STATE shall not be required to accept and process orders manually) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS interfaces:

3.2.1 For SBC-13STATE, SPRINT agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through SBC-13STATE. In addition, SPRINT agrees that such use will comply with SBC-13STATE's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to the affected OSS functionality during the period of time of the misuse. In addition, SPRINT shall be responsible for and indemnifies SBC-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC-13STATE's OSS from SPRINT systems, workstations or terminals or by SPRINT employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by SPRINT and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry.

3.3 Within SBC-13STATE regions, SPRINT's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where SPRINT has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

3.3.1 In SBC-13STATE regions, SPRINT must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 This section applies to PACIFIC ONLY. For consumer End Users, prior to accessing such information, SPRINT shall, on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, SPRINT shall have obtained an authorization to become the End User's local service provider. Accessing such information by SPRINT shall constitute certification that SPRINT is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. SPRINT shall receive and retain such information in conformance with the

requirements of 47 USC 222 (and implementing FCC decisions thereunder). SPRINT agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a consumer End User or governmental entity against PACIFIC or SPRINT under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by SPRINT of this section.

- 3.3.3 Throughout SBC-13STATE region, SPRINT is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of SPRINT's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, SPRINT agrees to perform accurate and correct ordering as it relates to Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. SPRINT is also responsible for all actions of its employees using any of SBC-13STATE's OSS systems. As such, SPRINT agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by SBC-13STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by SBC-13STATE to SPRINT. In addition, SPRINT agrees to indemnify and hold SBC-13STATE harmless against any claim made by an End User of SPRINT or other third parties against SBC-13STATE caused by or related to SPRINT's use of any SBC-13STATE OSS.
- 3.5 In the event SBC has good cause to believe that SPRINT has used SBC-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, SBC shall give SPRINT written notice describing the alleged misuse ("Notice of Misuse"). SPRINT shall immediately refrain from the alleged misuse until such time that SPRINT responds in writing to SBC's Notice of Misuse, which shall be provided to SBC within twenty (20) days after receipt of the Notice of Misuse. In the event SPRINT agrees with SBC's allegation of misuse, SPRINT shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event SPRINT does not agree that SPRINT's use of SBC-13STATE OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, SPRINT shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until SPRINT has implemented a mutually agreeable remedy to the alleged misuse.

- 3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether SPRINT has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC shall have the right to conduct an audit of SPRINT's use of the SBC-13STATE OSS. Such audit shall be limited to auditing those aspects of SPRINT's use of the SBC-13STATE OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) days advance written notice of its intent to audit SPRINT ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), SPRINT shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate SPRINT location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC, or any SBC affiliate.
- 3.8 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC-13STATE and SPRINT will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will make electronic access available to SPRINT within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the SBC-13STATE region provides for technical support function of electronic OSS interfaces. SPRINT will also provide a single point of contact for technical issues related to the SPRINT's electronic interfaces.
- 3.10 SBC-13STATE and SPRINT will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.11 The Parties will follow the final adopted guidelines of 13-STATE Change Management Plan, developed in collaboration with SPRINTs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.12 SBC-13STATE will and SPRINT may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the

implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SBC-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. SPRINT and SBC-13STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SBC-13STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

- 3.13 Due to enhancements and on-going development of access to SBC-13STATE's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC-13STATE shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.14 SPRINT is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" and "Requirements for Access to Pacific Bell OSS Functions" and "SNET W-CIW in Installation Guide" and "SPRINT Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by SBC-13STATE for any of its regions.

4. PRE-ORDERING

- 4.1 SBC-13STATE will provide real time access to pre-order functions to support SPRINT ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to SPRINT so that SPRINT order requests may be created to comply with SBC-13STATE region-specific ordering requirements.
- 4.2 **Pre-ordering functions for Resale Services include:**
- 4.2.1 For SBC-7STATE, features and services available at a valid service address (as applicable) or, for SNET, features will be available based on NPA-NXX;
- 4.2.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for SBC-12STATE, pending service order activity is included. SPRINT agrees that SPRINT's representatives will not access the

information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to SPRINT, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

- 4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;
 - 4.2.4 Service availability dates to the End User (where available);
 - 4.2.5 Information regarding whether dispatch is required;
 - 4.2.6 For SBC-12STATE, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and
 - 4.2.7 Service address verification.
- 4.3 **Pre-ordering functions for UNEs include:**
- 4.3.1 Features available at an End Office for a valid service address (as applicable);
 - 4.3.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for SBC-12STATE only, pending service order activity. SPRINT agrees that SPRINT's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to SPRINT, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.
 - 4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;
 - 4.3.4 For SBC-12STATE, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;
 - 4.3.5 Service address verification; and
 - 4.3.6 For SBC-12STATE, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.
 - 4.3.7 Pre-order information specific to DSL capable UNE loops as described in the DSL Appendix of this Agreement.

4.4 **Electronic Access to Pre-Order Functions:**

4.4.1 **SBC-SWBT Resale Services Pre-order System Availability:** SBC-SWBT will provide SPRINT access to one or more of the following systems:

4.4.1.1 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which SBC-SWBT provides SPRINT access to the functions of pre-ordering to order SBC-SWBT consumer Resale services.

4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC-SWBT provides SPRINT access to the functions of pre-ordering to order SBC-SWBT business Resale services.

4.4.2 **PACIFIC and NEVADA Resale Services Pre-Order System Availability:** PACIFIC will provide SPRINT access to the following system:

4.4.2.1 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order PACIFIC Resale service.

4.4.3 **SNET Resale Service Pre-Order System Availability:**

4.4.3.1 SNET will provide SPRINT access to the following applications through its proprietary W-CIWin interface.

4.4.3.2 W-SNAP is an order entry application through which SNET provides SPRINT access to pre-ordering functionality embedded in the ordering tool.

4.4.3.3 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.

4.4.3.4 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.

4.4.4 **SNET Resale and UNE Services Pre-Order System Availability:** SNET will provide SPRINT access to its MSAP:

4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

4.4.5 **SBC-AMERITECH Resale and UNE Services Pre-Order System Availability:** SBC-AMERITECH will provide SPRINT access to the following system:

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2

4.4.6 **Resale and UNE Pre-order System Availability:** SBC-7STATE will provide SPRINT access to the following systems (except as noted in section 4.4.6.3):

4.4.6.1 DataGate is a transaction-based data query system through which SBC-7STATE provides SPRINT access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once SPRINT has developed its own interface, allow SPRINT to access the pre-order functions for Resale services and UNE. An industry standard EDI/CORBA Pre-ordering Gateway is also provided by SBC-7STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with the SPRINT's own negotiation system and that supports both Resale services and UNEs. Where DataGate follows industry guidelines, but is based on SBC-7STATE's proprietary pre-ordering functionality, EDI/CORBA is an industry-wide standard pre-ordering interface.

4.4.6.2 Verigate is a SPRINT interface developed by SBC-7STATE that provides access to the pre-ordering functions for Resale Services and UNE. Verigate is accessible via Toolbar.

4.5 **Other Pre-order Function Availability:**

4.5.1 Where pre-ordering functions are not available electronically, SPRINT will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, Data Validation Files are available for the purpose of providing requesting SPRINTs with an alternate method of acquiring that pre-ordering information considered relatively static. For SBC-SWBT, PACIFIC, and NEVADA, the following information is available via File Transfer Protocol (FTP): Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes. For SBC-AMERITECH, the following information is available via Connect: Direct, CD-ROM and TCNet: Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes.

5. ORDERING/PROVISIONING

5.1 SBC-13STATE provides access to ordering functions (as measured from the time SBC-13STATE receives accurate service requests from the interface) to support SPRINT provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, SPRINT will format the service request to identify what features, services, or elements it wishes SBC-13STATE to provision in accordance with applicable SBC-13STATE ordering requirements. SBC-13STATE will provide SPRINT access to one or more of the following systems or interfaces:

5.2 Resale Service Order Request System Availability:

5.2.1 In SBC-SWBT:

5.2.1.1 C-EASE is available for the ordering of consumer Resale services.

5.2.1.2 B-EASE is available for the ordering of business Resale services.

5.2.1.3 SORD interface provides SPRINTs with the ability to create Resale orders as well as certain complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by SPRINT. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If SPRINT chooses to use SORD to issue orders, then SPRINT becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by SPRINT. SPRINT may need to call the LSC to obtain additional information. SPRINT may also choose to clear service order errors, even though SPRINT is not initiating service orders via SORD. SPRINT would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.2.2 In NEVADA only:

5.2.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.2.2 When available, SORD system will support the ordering of all Resale Services.

5.2.3 In **PACIFIC** only:

5.2.3.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.3.2 SORD system supports the ordering of all Resale Services.

5.2.4 In **SNET**, Resale ordering is supported by W-CIWin (**SNET**'s proprietary GUI interface).

5.2.4.1 W-SNAP is made available for the ordering of non-complex Resale products and services.

5.2.4.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

5.2.4.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 **SBC-13STATE** makes available to **SPRINT** an Electronic Data Interchange (EDI) interface for transmission of **SBC-13STATE** ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, **SPRINT** and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, **SPRINT** and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 For SBC-SWBT and PACIFIC regions, SORD interface provides SPRINTs with the ability to create UNE orders as well as certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.

5.3.2.1 For SBC-SWBT region, SORD interface supports the modification of service orders submitted electronically by SPRINT. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If SPRINT chooses to use SORD to issue orders, then SPRINT becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically

generated service orders created or modified by SPRINT. SPRINT may need to call the LSC to obtain additional information. SPRINT may also choose to clear service order errors, even though SPRINT is not initiating service orders via SORD. SPRINT would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

- 5.3.2.2 In PACIFIC region, any service order errors will be corrected by the LSC. SPRINT will be given a list generated by the LSC of SPRINT order errors, and SPRINT will be responsible for contacting their customer when necessary to clear an error. With SPRINT being the point of contact for their customer, the SPRINT agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.4.3.
- 5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, SPRINT and SBC-13STATE will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements.
- 5.3.4 For SBC-SWBT and PACIFIC, LEX is an End User interface that provides access to the ordering functions for Resale Services and UNE.
- 5.3.5 In SNET, MSAP (SNET's EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs.
- 5.4 Provisioning for Resale Services and UNE in SBC-SWBT: SBC-SWBT will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders will be provided via the following electronic interfaces:
 - 5.4.1 Order Status will allow SPRINT to check service order status. Order Status and Provisioning Order Status are both accessible via SBC-SWBT Toolbar. In addition, pending orders can be viewed in SORD.
 - 5.4.2 For EDI ordering, SBC-SWBT will provide, and SPRINT shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SBC-SWBT will provide SPRINT with a FOC for each Resale service and UNE request.
 - 5.4.3 As detailed in section 5.2.1 and 5.3.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

- 5.4.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
- 5.4.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
- 5.4.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if SPRINT fails to correct service order errors within the timeframes specified in this Section 5.4.3.
- 5.4.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC issued FOC.
- 5.4.4 A file transmission may be provided to confirm order completions for C-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for SPRINT.
- 5.5 Provisioning for Resale services and UNEs in PACIFIC and NEVADA: PACIFIC and NEVADA will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders is provided via the following electronic interfaces:
 - 5.5.1 In PACIFIC and NEVADA regions, Order Status (OS) will allow SPRINT to check service order status for End User basic services (resale, UNE and LNP). Provisioning Order Status (POS) provides current service provisioning information for End User basic services (Resale and UNE). Order Status and Provisioning Order Status are both accessible via PACIFIC and NEVADA Toolbar.
 - 5.5.2 For EDI ordering, PACIFIC shall provide SPRINT, and SPRINT shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. PACIFIC will provide SPRINT with a FOC for each Resale service and UNE request.
 - 5.5.3 For terms and conditions for service order error correction within SORD, see section 5.4.3.
- 5.6 Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET: SBC-AMERITECH and SNET will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders will be provided via the following electronic interfaces:

- 5.6.1 For EDI ordering, SBC-AMERITECH and SNET provide SPRINT, and SPRINT shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. SBC-AMERITECH and SNET will provide SPRINT with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

- 6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNES. Upon request, SPRINT may access these functions via the following methods:
- 6.1.1 In SBC-7STATE, Trouble Administration (TA) system access provides SPRINT with SBC-7STATE software that allows SPRINT to submit trouble reports and subsequently check status on trouble reports for SPRINT End-Users. TA will provide the ability to review the maintenance history of a converted Resale SPRINT account. TA is accessible via SBC-7STATE Toolbar.
- 6.1.2 In SBC-AMERITECH, Electronic Bonding for Trouble Administration (EBTA-GUI) allows SPRINT to perform MLT, issue trouble tickets, view status, and view trouble history on-line.
- 6.1.3 In SNET the maintenance and repair functionality for Resale services and UNES is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.
- 6.1.4 In SBC-12STATE, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by SPRINT and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. SPRINT and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 SBC-7STATE will bill SPRINT for Resold services and UNES. SBC-7STATE will send associated billing information to SPRINT as necessary to allow SPRINT to perform billing functions. At minimum SBC-7STATE will provide SPRINT billing

information in a paper format or via magnetic tape, as agreed to between SPRINT and SBC-7STATE.

- 7.1.1 For Resale Services in PACIFIC, SPRINT may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
 - 7.1.2 For Resale Services in SBC-AMERITECH, SPRINT may elect to receive its bill on CD.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 In SBC-SWBT, SPRINT may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.
 - 7.2.2 In SBC-SWBT, SPRINT may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
 - 7.2.3 In SBC-7STATE, SPRINT may receive a mechanized bill format via the EDI 811 transaction set.
 - 7.2.4 In SBC-13STATE, SPRINT may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
 - 7.2.5 In SBC-7STATE, SPRINT may receive Local Disconnect Report records (via CARE records) or, in SNET Loss Notification File (via CARE-like records), electronically, that indicate when SPRINT's End Users change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.
 - 7.2.6 In SNET, SPRINT may receive a Billing Detail File on cartridge or magnetic tape.
 - 7.2.7 In SBC-AMERITECH, SPRINT may receive a mechanized bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
- 7.3.1 SBC-8STATE makes available to SPRINTs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data

Tape contains the same information that would appear on SPRINT's paper bill. SBC-AMERITECH also makes available to SPRINT's a local bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

- 7.3.2 In SBC-SWBT, SPRINT may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
- 7.3.3 In SBC-13STATE, SPRINT's will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.4 SBC-7STATE, SPRINT may receive Local Disconnect Report records (via CARE records) electronically that indicate when SPRINT's End Users, utilizing SBC-7STATE, ports, change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

- 8.1 SPRINT must access OSS interfaces via a SPRINT Remote Access Facility. For the SBC-SWBT region, the LRAF located in Dallas, Texas will be used. The PRAF in Fairfield, CA handles the PACIFIC and NEVADA regions. The ARAF, located in Chicago, IL, serves SBC-AMERITECH and the SRAF in New Haven, CT, handles the SNET region. Connection to these Remote Access Facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. SPRINT may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where SPRINT has executed an Appendix OSS.
- 8.2 For SBC-13STATE, SPRINT may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," SPRINT shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require SPRINT to provide its own modems and connection to the SBC-SWBT LRAF, PACIFIC PRAF, AMERITECH ARAF, and SNET SRAF. SPRINT shall pay the cost of the call if Switched Access is used.
- 8.3 For SBC-13STATE, SPRINT shall use TCP/IP to access SBC-13STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. SPRINT shall maintain a user-id / password unique to each individual for accessing a SBC-SWBT, PACIFIC, NEVADA, AMERITECH, OR SNET OSS on SPRINT's behalf. SPRINT shall provide estimates regarding its volume of transactions, number of concurrent users,

desired number of private line or dial-up (switched) connections, and length of a typical session.

- 8.4 For SBC-13STATE, SPRINT shall attend and participate in implementation meetings to discuss SPRINT LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. Data Connection Security Requirements

- 9.1 SPRINT agrees that interconnection of SPRINT data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with SBC-13STATE's Competitive Local Exchange Carrier (SPRINT) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between SPRINT and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide

uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the SPRINT or SBC-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

- 9.3.1 **Modem/Dsu Maintenance And Use Policy:** To the extent the access provided hereunder involves the support and maintenance of SPRINT equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (SPRINT) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 **Monitoring:** Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, SPRINT or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, SPRINT and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to SPRINT or SBC-13STATE, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.5 General Policies
- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated on a monthly basis.

9.7 User Authentication

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user in real time.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software And Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring And Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, SPRINT must complete user education classes for SBC-13STATE-provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the SPRINT website in the Customer Education section. SPRINT Training schedules by region are also available on the SPRINT website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable SPRINT to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

10.3 A separate agreement will be required as a commitment to pay for a specific number of SPRINT students in each class. SPRINT agrees that charges will be billed by SBC-13STATE and SPRINT payment is due thirty (30) days following the bill date. SPRINT agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which SPRINT has not contracted. Class availability is first-come, first served with priority given to SPRINT's who have not yet attended the specific class.

- 10.4 Class dates will be based upon SBC-13STATE availability and will be coordinated among SPRINT, SPRINT's SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.
- 10.5 SPRINT agrees to pay the cancellation fee of the full price noted in the separate agreement if SPRINT cancels scheduled classes less than two (2) weeks prior to the scheduled start date. SPRINT agrees to provide to SBC-13STATE completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.6 SPRINT agrees that SPRINT personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.
- 10.7 SPRINT further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

- 11.1 For SBC-SWBT region only, SPRINT requesting the Bill PlusTM, as described in 7.2.1, agrees to pay applicable tariffed rate, less Resale discount.
- 11.2 For SBC-7STATE, SPRINT requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 11.3 For SBC-7STATE, SPRINT requesting the Local Disconnect Report, as described in 7.2.5 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 11.4 For SBC-13STATE, should SPRINT request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC-13STATE on an Individual Case Basis (ICB) and priced as such.
- 11.5 SNET will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 12.1 SBC-13STATE shall allow SPRINT to access its OSS via a Service Bureau Provider under the following terms and conditions:

- 12.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, SPRINT shall be permitted to access SBC-13STATE OSS via a Service Bureau Provider as follows:
- 12.2.1 SPRINT shall be permitted to access SBC-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where SPRINT has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with SBC-13STATE to Allow Service Bureau Provider to establish access to and use of SBC-13STATE's OSS.
- 12.2.2 SPRINT's use of a Service Bureau Provider shall not relieve SPRINT of the obligation to abide by all terms and conditions of this Agreement. SPRINT must ensure that its agent properly performs all OSS obligations of SPRINT under this Agreement, which SPRINT delegates to Service Bureau Provider.
- 12.2.3 It shall be the obligation of SPRINT to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. SBC-13STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once SPRINT provides notice. Additionally, SBC-13STATE shall have a reasonable transition period to terminate any such connection after notice from SPRINT that it has terminated its agency relationship with a Service Bureau Provider.
- 12.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, SBC-13STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC-13STATE's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as SPRINT's agent for connection to SBC-13STATE's OSS) which could not be avoided by SBC-13STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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 as provided in Section 2.9 of the General Terms and Conditions.

**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 rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between SBC-13STATE and SPRINT, 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 This Appendix is intended to supercede and replace any and all Appendices, Attachments, Rate Schedules, or other sections of the underlying Interconnection Agreement that set forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between SBC-13STATE and SPRINT. 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 also governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between SBC-13STATE and SPRINT 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. SBC-13STATE 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 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between SPRINT and SBC-13STATE 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 Reciprocal compensation applies for transport and termination of Local Calls. "Local Calls", for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC-13STATE Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff. Local Calls must actually originate and actually terminate to End Users physically located within the same common local or common mandatory local calling area.
- 3.3 For purposes of this Appendix, until such time that ILEC may choose to invoke the FCC's ISP pricing plan as order in FCC 01-131, the Parties agree that "Local Calls" and "ISP bound calls within the local calling area 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 SBC-13STATE Local Exchange Area as defined by the SBC-13STATE Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring SBC-13STATE Local Exchange Areas, or within an SBC-13STATE exchange and an Independent LEC exchange, that share a 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.

- 3.4 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.
- 3.5 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.
- 3.6 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).
- 3.7 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.
- 3.8 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.
- 3.9 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.
- 3.10 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 originated by one Party 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 Unless otherwise agreed by the Parties, where SS7 connections exist for 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 for that month. Unless otherwise agreed by the Parties, if the percentage of calls passed with CPN is less than ninety percent (90%) for a given month, the terminating Party will provide written notice that the CPN percentage has fallen below the acceptable 90%. The noticed Party will then have the succeeding month to correct the issue. If the percentage of calls in the third month are still below the acceptable 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 SBC-13STATE and SPRINT 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 underlying 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 underlying 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. SPRINT 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 -- SWBT-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 SPRINT 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 SPRINT 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 SPRINT 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 SPRINT will establish sufficient direct trunk groups between SPRINT and a Third Party's network when SPRINT'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, SPRINT 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 SBC-13STATE performs 800 database queries, SBC-13STATE 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 SPRINT's request, SBC-13STATE will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.
- 12.9 SBC-13STATE and SPRINT 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 SBC-13STATE'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 SBC-13STATE'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.

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15. BILLING FOR MUTUAL COMPENSATION – SBC-AMERITECH, NEVADA, PACIFIC, SNET and SWBT

- 15.1 In SBC-AMERITECH, NEVADA, PACIFIC, SNET, and SWBT 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. Percent Local Usage may not be required for the SWBT region.
- 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 SBC-13STATE's option to invoke on a date specified by SBC-13STATE 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 SBC-13STATE 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 SBC-13STATE designates that the FCC's ISP terminating compensation plan shall begin in this state. SPRINT agrees that on the date designated by SBC-13STATE, 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 SBC-13STATE and SPRINT agree to carry out the FCC terminating compensation plan on the date designated by SBC-13STATE 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 SBC-13STATE'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 SBC-13STATE, SPRINT 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 SBC-13STATE,

SPRINT, 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 as provided in Section 2.9 of General Terms and Conditions.
- 17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between SBC-13STATE and SPRINT, 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 RECORDING

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**APPENDIX RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Appendix)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC-13STATE will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

2. DEFINITIONS

- 2.1 “**Access Usage Record (AUR)**” - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 “**Assembly and Editing**” - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 “**Billing Company**” - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 “**Billable Message**” - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 “**Centralized Message Distribution System (CMDs)**” - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SBC-13STATE and the Billing Company.
- 2.6 “**Data Transmission**” - the forwarding by SBC-13STATE of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

- 2.7 **“Exchange Message Record (EMR)”** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier (IXC)”** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area (LATA)”** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC-13STATE's internal network or national CMDS.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

- 2.16 **“Service Switching Point (SSP)”** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **“Switching Control Point (SCP)”** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record (SCP Record)”** - a summary record which contains information concerning the quantity and types of queries launched to an SBC-13STATE SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.
- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 SBC-13STATE will record all IXC transported messages for SPRINT carried over all Feature Group Switched Access Services that are available to SBC-13STATE provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SBC-13STATE - provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC-13STATE.
- 3.2 SBC-13STATE will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SBC-13STATE.
- 3.3 SBC-13STATE will provide access usage records that are generated by SBC-13STATE.

- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC-13STATE, during the billing period established by SBC-13STATE and selected by SPRINT.
- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SBC-13STATE and provided to SPRINT.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 SBC-13STATE will provide message detail to SPRINT in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.
- 3.8 In Exhibit II, SPRINT will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC-13STATE reserves the right to limit the frequency of transmission to existing SBC-13STATE processing and work schedules, holidays, etc.
- 3.9 SBC-13STATE will determine the number data files required to provide the access usage record detail to SPRINT.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided SPRINT and lost or destroyed through no fault of SBC-13STATE will not be recovered and made available to SPRINT except on an individual case basis at a cost determined by SBC-13STATE.
- 3.11 When SBC-13STATE receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by SPRINT, SBC-13STATE will forward those messages to SPRINT.
- 3.12 SBC-13STATE will record the applicable detail necessary to generate access usage records and forward them to SPRINT for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

- 4.1 SBC-13STATE as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for

Access Usage Records (AURs) ordered/required by SPRINT in accordance with this agreement on a reciprocal, no-charge basis. SPRINT agrees to provide any and all Summary Usage Records (SURs) required by SBC-13STATE on a reciprocal, no-charge basis. The parties agree that this mutual exchange of

records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When SBC-13STATE is notified that, due to error or omission, incomplete data has been provided to SPRINT, SBC-13STATE will make reasonable efforts to locate and/or recover the data and provide it to SPRINT at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to SPRINT. If written notification is not received within thirty (30) calendar days, SBC-13STATE shall have no further obligation to recover the data and shall have no further liability to SPRINT.
- 5.3 If, despite timely notification by SPRINT, message detail is lost and unrecoverable as a direct result of SBC-13STATE having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, SBC-13STATE will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SBC-13STATE's liability to SPRINT shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 SBC-13STATE will not be liable for any costs incurred by SPRINT when SPRINT is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SBC-13STATE.
- 5.5 SPRINT agrees to defend, indemnify, and hold harmless SBC-13STATE from any and all losses, damages, or other liability, including attorney fees, that it may

incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by SPRINT, its customers or end users. Except for SBC-13STATE's sole negligence, SPRINT shall defend against all End Users' claims just as if SPRINT had provided such service to its End Users with its own employees.

- 5.6 SPRINT also agrees to release, defend, indemnify and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SBC-13STATE employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 SPRINT also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 SBC-13STATE makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, SBC-13STATE assumes no responsibility with regard to the correctness of the data supplied by SPRINT when this data is accessed and used by a third party.

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 as provided in Section 2.9 of the General Terms and Conditions.

**EXHIBIT I
SERVICES**

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

EXPLANATION OF SERVICE OPTIONS**ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL
AND ACCESS USAGE RECORDS**

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from SPRINT end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to SPRINT.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from SPRINT end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to SPRINT.

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

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

Option #5: SPRINT Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for SPRINT. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to SPRINT.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

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

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

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

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

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

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

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

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

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

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or access usage records to SPRINT generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. SPRINT forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through 13STATE's internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

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

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

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

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

- Daily (Full Status RAO Companies will receive AURs daily.)
- Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

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

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 3.15 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 SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 The prices at which SBC agrees to provide SPRINT 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 and any other applicable limitation or restriction that has been approved subject to 3.1 below. SPRINT 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 SPRINT 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 SPRINT.
- 2.2 SBC-13STATE will offer products and services to SPRINT for resale pursuant to relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by SBC-13STATE to SPRINT for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.4 Grandfathered services are available per appropriate state specific tariff to SPRINT 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.

2.5 Intentionally left blank

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 SPRINT, 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. Sprint does not waive and, by executing this Agreement, is not estopped from arguing, before an appropriate forum, that any such resale restriction contained in SBC-13STATE end user tariffs, but not specifically and explicitly set forth herein as to a particular Telecommunications Service, is unreasonable, contrary to applicable law, and should not apply.

3.2 SPRINT 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.

3.15 Except where otherwise explicitly permitted in SBC-13STATE's corresponding retail tariff(s), SPRINT 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 SPRINT 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 SPRINT 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 SPRINT resells services that require certification on the part of the End User, SPRINT shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by SBC-13STATE contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by SBC-13STATE retail for the same "special needs service," the End User has previously been certified as eligible for that "special needs service."

3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with an SBC-13STATE company, SPRINT must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. SPRINT is responsible for obtaining any End User certification or re-certification required by the terms of the state specific SBC-13STATE tariff for any "special needs service" it resells to any End User beginning on the date that SPRINT submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable SBC-13STATE retail tariff requirements.

3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with an SBC-13STATE company, or if the applicant does not currently have local telephone service, SPRINT is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with applicable SBC-13STATE retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.2 This section applies only to SBC-SWBT: AM-WI, AM-OH and AM-IN:

3.4.2.1 SPRINT 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 SPRINT resells services that require certification on the part of the End User, SPRINT shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.2.2 When the End User is currently receiving SBC-SWBT, AM-WI, AM-OH and AM-IN LifeLine and/or Link-Up benefit, the existing SBC-SWBT, AM-WI, AM-OH and AM-IN CSR will carry the appropriate service indicator. SPRINT may view this indicator on the SBC-SWBT, AM-WI, AM-OH and AM-IN CSR.

3.4.2.3 If the indicator described in Section 3.4.2.2 is present on the End User's current retail SBC-SWBT, AM-WI, AM-OH and AM-IN CSR, SPRINT must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.2.1. SPRINT is responsible for obtaining any End User certification or re-certification required by the terms of the state specific SBC-SWBT, AM-WI, AM-OH and AM-IN tariff for LifeLine or Link-Up service it resells to any End User beginning on the date that SPRINT submits any order relating to that service. This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable SBC-SWBT, AM-WI, AM-OH and AM-IN retail tariff requirements.

3.15.2.4 If the indicator described in Section 3.4.2.2 is not present on the CSR for the End User's current retail account with SBC-SWBT, AM-WI, AM-OH and AM-IN or if the applicant does not currently have local telephone service, SPRINT is responsible for ensuring that the End User is eligible for any LifeLine or Link-Up service in accordance with applicable SBC-SWBT, AM-WI, AM-OH and AM-IN retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

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.