

- agreeing to comply with IP Communications Corporation Corporate Security Instruction 3.03 "Computer Security Requirements," March 1993, and IP Communications Corporation Network Security Requirements 4.0, March 1996.

2.0 Revenue Protection

- 2.1 SWBT will make available to IP Communications Corporation to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers.
- 2.2 SWBT will provide to IP Communications Corporation the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.
- 2.3 SWBT will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

3.0 Law Enforcement Interface

- 3.1 SWBT will provide five day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. SWBT will provide assistance 24 hours per day for situations involving immediate threat to life or at the request of law enforcement officials. SWBT will provide a 24 hour contact number to administer this process.

4.0 Applicability of Other Rates, Terms and Conditions

- 4.1 *Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability;

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indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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ATTACHMENT 17: Failure to Meet Performance Criteria

This Attachment 17: Failure to Meet Performance Criteria to the Agreement sets forth the terms and conditions by which SWBT will pay IP Communications Corporation liquidated damages in the event of a Specified Performance Breach as defined in this Attachment. This Attachment 17 contains Performance Criteria which would apply to resold services, stand alone unbundled network elements (UNEs) and unbundled network elements, if and when SWBT provides combination of such UNEs. By this Attachment, SWBT is not agreeing to combine UNEs, but is agreeing to performance criteria which would apply in the event SWBT later provides combinations.

1.0 Definitions

- 1.1 When used in this Attachment 17, the following terms will have the meanings indicated:
 - 1.1.1 Specified Activity means any activity performed under this Agreement as to which a Performance Measurement has been established in this Attachment.
 - 1.1.2 Performance Measurements means the set of measurements listed in all of Section 9.0 of this Attachment, as it may be supplemented or modified by agreement of the Parties.
 - 1.1.3 Performance Criteria means the target level of SWBT performance specified for each Performance Measurement.
 - 1.1.4 Specified Performance Breach means the failure by SWBT to meet the Performance Criteria for any Specified Activity listed in Section 1.1.4.4 by any of the degrees of variance as described below.
 - 1.1.4.1 Where monthly performance by SWBT for IP Communications Corporation on a Performance Measurement is within one standard deviation of the Performance Criteria specified, no Specified Performance Breach occurs with respect to that measurement.
 - 1.1.4.2 SWBT performance on a single measurement for IP Communications Corporation that is greater than one standard deviation and less than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach if the same measure remains in this range for two consecutive months (liquidated damages of \$25,000 apply to each measurement which remains in the above stated range for two months); Conversely, if for two consecutive months, the performance provided to IP Communications Corporation exceeds that provided to SWBT (within one to

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three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.

1.1.4.3 SWBT performance for IP Communications Corporation on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach and will result in liquidated damages of \$75,000 payable for each such month; Conversely, if in a single month, the performance provided to IP Communications Corporation exceeds that provided to SWBT (by greater than three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.

1.1.4.3.1 The four service categories within which performance credits may be used to offset the penalties are Pre-Ordering, Ordering/Provisioning, Maintenance/Repair, and General.

1.1.4.4 Liquidated damages for a Specified Performance Breach, as defined above, will only apply to the following Specified Activities:

Pre-Ordering

1.1.4.4.1 Average response time for OSS Pre-Order Interfaces

Ordering and Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.2 Average installation interval

1.1.4.4.3 Percent SWBT Caused Missed Due Dates

1.1.4.4.4 Delay Days for Missed Due Dates

1.1.4.4.5 Percent No Access

Specials and UNE Specials Loop and Port Combination

1.1.4.4.6 Average installation interval

1.1.4.4.7 Percent SWBT Caused Missed Due Dates

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UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.8 Average installation interval

1.1.4.4.9 Percent SWBT Caused Missed Due Dates

B. Order Accuracy

1.1.4.4.10 Percent POTS Installation Reports Within 10 Days

1.1.4.4.11 Percent Specials Installation Reports Within 30 Days

1.1.4.4.12 Percent UNE Installation Reports Within 30 Days

C. Order Status

1.1.4.4.13 Percent Firm Order Completions received within "x" hours

1.1.4.4.14 Percent Mechanized Rejects Returned within 1 hour of the start of the EDI/LASR batch process

1.1.4.4.15 Percent Mechanized Completion Notices return within one hour of successful execution of the SORD (BU340) batch cycle

D. Held Orders

1.1.4.4.16 Percent Company Missed Due Dates Due to Lack of Facilities

1.1.4.4.17 Delay Days for Missed Due Dates Due to Lack of Facilities

E. Flow Through

1.1.4.4.18 Percent Flow Through

Maintenance/Repair

A. Time to Restore

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.19 Receipt to Clear Duration

1.1.4.4.20 Percent Out of Service < 24 Hours

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Specials and UNE Specials Loop and Port Combination

1.1.4.4.21 Mean Time to Restore

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.22 Mean Time to Restore

1.1.4.4.23 Percent Out of Service < 24 Hours

B. Repeat Troubles

1.1.4.4.24 Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

1.1.4.4.25 Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

1.1.4.4.26 Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

C. Report Rate

1.1.4.4.27 POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

1.1.4.4.28 Specials and UNE Specials with Loop and Port Combination Failure Frequency

1.1.4.4.29 UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

D. Appointments Missed

1.1.4.4.30 POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

1.1.4.4.31 UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

E. No Access

1.1.4.4.32 POTS & UNE POTS with Loop and Port Combinations Percent No Access

General

A. Billing

1.1.4.4.33 Percent of Billing Records Transmitted Correctly

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- 1.1.4.4.34 Any Measurement listed below that is provided on an aggregate basis by SWBT (Reported for SWBT and CLECs combined) that in the future if SWBT provides the service such that SWBT differentiates itself from the CLEC, then SWBT would provide IP Communications Corporation with the information related to IP Communications Corporation and SWBT as well as the aggregate CLEC data.

2.0 Specified Performance Standards

- 2.1 The performing Party warrants that it will meet the above Performance Criteria, except in those instances where its failure to do so is a result of a) the other Party's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request.

3.0 Occurrence of a Specified Performance Breach.

- 3.1 In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a Party might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a Party having available to it end user opportunities similar to those opportunities available to a Party at the time of a breach; and 3) the difficulty of accurately ascertaining the amount of damages a Party would sustain if a Specified Performance Breach occurs. In the event of a Specified Performance Breach, the breaching Party agrees to pay the other Party, subject to Section 5.1 below, damages as referenced in all of Section 1.1.4 of this Attachment.

4.0 Liquidated Damages

- 4.1 The damages payable by either Party as a result of a Specified Performance Breach will be the amounts specified for each Specified Performance Breach in all of Section 1.1.4 (collectively, these amounts are referred to as "Liquidated Damages"). The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of the Parties at the time of the negotiation and entering into of this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages either Party would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

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5.0 Limitations

- 5.1 In no event will a Party be liable to pay the Liquidated Damages if that Party's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a Party to perform any of its obligations set forth in this Agreement; b) any delay, act or failure to act by an end user, agent or subcontractor of either Party; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of a Party's compliance with the Performance Criteria, or (ii) only suspends a Party's ability to timely perform the Specified Activity, the applicable time frame in which that Party's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

6.0 Records and Reports

- 6.1 SWBT will not levy a separate charge for provision of the data to IP Communications Corporation called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 6.2 Reports are to be made available to the CLEC by the 15th day following the close of the calendar month. If the 15th falls on a weekend or holiday, the reports will be made available the next business day. If requested by IP Communications Corporation, data files of IP Communications Corporation raw data are to be transmitted by SWBT to IP Communications Corporation on the 15th day pursuant to mutually acceptable format, protocol, and transmission media.
- 6.3 If SWBT does not provide a measurement at the time required, and fails to cure this omission by the 15th day of the succeeding month, the measurement will be considered to be out of parity by more than three standard deviations under the liquidated damages provisions set forth above, unless SWBT can demonstrate that the omission was the result of any of the factors listed in Section 5.1 above.
- 6.4 Using the rules defined for liquidated damages, SWBT will provide the credits for the associated damages within 30 days after reporting the measurement. Where liquidated damages result from a failure to report a measurement, SWBT will provide the credits within 30 days after the expiration of the cure period provided for in Section 6.3 above (i.e., the 15th day of the month succeeding the month in which the omission occurred).

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6.5 IP Communications Corporation and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that IP Communications Corporation requests such consultation and the issues raised by IP Communications Corporation have not been resolved within 45 days after IP Communications Corporation's request for consultation, then SWBT will allow IP Communications Corporation to have an independent audit conducted, at IP Communications Corporation's expense, of SWBT's performance measurement data collection, computing, and reporting processes. The auditor will enter into an appropriate non-disclosure agreement. IP Communications Corporation may not request more than one audit per twelve calendar months under this section. This section does not modify IP Communications Corporation's audit rights under other provisions of this Agreement.

6.6 Should SWBT at some future date purchase local services from IP Communications Corporation, the Parties will negotiate performance measures to be provided to SWBT.

7.0 Remedial Plans

7.1 Within 15 business days after any of the following events occur, SWBT will prepare and provide to IP Communications Corporation a remedial plan that specifies and schedules the steps SWBT will take to determine and remedy the particular performance deficiency:

7.1.1 SWBT reports performance for IP Communications Corporation on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria; or

7.1.2 SWBT reports performance for IP Communications Corporation on any Performance Measurement in three successive months that is greater than one standard deviations below the Performance Criteria.

8.0 Initial Implementation; Data Review

8.1 The Parties agree that none of the liquidated damages provisions set forth in this Attachment will apply (except for liquidated damages based on a failure to provide Performance Measurement reports) during the first three months after IP Communications Corporation first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments

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that may be warranted to the Performance Criteria for that Performance Measurement. The remedial plan provisions of this Attachment apply during this three month period.

- 8.2 The Parties agree to revise the Performance Criterion for a Performance Measurement whenever a sufficient quantity of performance data indicate that SWBT's performance for itself on a particular measurement does not closely enough approximate a normal distribution curve to make use of standard deviation measures reasonable. In this event, the Parties will substitute a Performance Criterion that provides an alternative, statistically sound measure of parity performance. If the Parties cannot agree on a substitute Performance Criterion, they will appoint an independent statistician to select one.

9.0 Performance Measurements

SWBT will provide the following Performance Measurements under this Agreement:

- 9.0.1 All UNE combination measurements listed below will apply if and when SWBT combines the elements for the CLEC.
- 9.0.2 When SWBT does not combine elements for CLECs, some measurements below may not apply and additional measurements may be required to be developed based upon the access provided by SWBT to CLECs for the purpose of combining elements. Additional measurements required based upon the access given to CLECs for combining elements are subject to arbitration or dispute resolution by the Missouri Commission.
- 9.0.2.1 For UNE combination measurements that do not apply, liquidated damages are not applicable.
- 9.0.2.2 Liquidated damages for the following measurements will not apply unless the measurement for the CLEC includes at least thirty individual data points.

9.1 Pre-Ordering

9.1.1 Measurement - Average response time for OSS Pre-Order Interfaces

Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and DataGate) by function:

- | | | | |
|------------------------|-----------|-------------|-------------|
| • Address Verification | Datagate: | 80% ≤ 5 sec | 90% ≤ 7 sec |
| | Verigate: | 80% ≤ 5 sec | 90% ≤ 7 sec |

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- Request For Telephone Number
 - Datagate: 80%≤ 4 sec 90%≤6 sec
 - Verigate: 80%≤4 sec 90% ≤6 sec
- Request For Customer Service Record (CSR)
 - Datagate: 80%≤ 6 sec 90%≤8 sec
 - Verigate: 80%≤7 sec 90% ≤10 sec
- Service Availability
 - Datagate: 80%≤ 3 sec 90%≤5 sec
 - Verigate: 80%≤11 sec 90% ≤13 sec
- Service Appointment Scheduling (Due Date)
 - Datagate: 80%≤ 2 sec 90%≤3 sec
 - Verigate: 80%≤2 sec 90% ≤3 sec
- Dispatch Required
 - Datagate: 80%≤ 17 sec 90%≤19 sec
 - Verigate: 80%≤17 sec 90% ≤19 sec

Calculation - $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

- 9.1.1.1 Note: The response times stated above may be altered if mutually agreed upon.
- 9.1.1.2 Note: IP Communications Corporation and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.
- 9.1.2 Measurement - EASE Average Response Time

Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return.

Calculation - $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$

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Report Structure - Reported for all CLECs and SWBT by division name (CPU platform).

9.1.3 Measurement - Percent Responses Received within "x" seconds.

Definition - The % of functions completed in "x" seconds for pre-order interfaces (Verigate and DataGate) by function:

- Address Verification
DataGate: <5, <7, and >7
Verigate: <5, <7, and >7
- Request For Telephone Number
DataGate: <4, <6, and >6
Verigate: <4, <6, and >6
- Request For Customer Service Record (CSR)
DataGate: <6, <8, and >8
Verigate: <7, <10, and >10
- Service Availability
DataGate: <3, <5, and >5
Verigate: <11, <13, and >13
- Service Appointment Scheduling (Due Date)
DataGate: <2, <3, and >3
Verigate: <2, <3, and >3
- Dispatch Required
DataGate: <17, <19, and >19
Verigate: <17, <19, and >19

Calculation - (# of responses within each time interval ÷ total responses) * 100

Report Structure - Reported on a company basis by interface for DataGate and Verigate.

9.1.4 Note: IP Communications Corporation and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

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9.2 Ordering And Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

9.2.1 Measurement - Average installation interval

Definition - Average business days from application date to completion date for N,T,C orders, excluding customer caused misses and customer requested due dates greater than 5 business days.

Calculation - $[\Sigma(\text{completion date} - \text{application date})]/(\text{Total number of orders completed})$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.2 Measurement - Percent Installations Completed within "x" business days

Definition - Percent installations completed within 5 business days for FW and 3 business days for NFW orders from receipt of confirmed service order excluding orders where customer requested a due date greater than 5 business days for FW and 3 business days for NFW orders and orders with only customer caused misses.

Calculation - $(\# \text{ N,T,C orders installed within "x" business days} \div \text{Total N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.3 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses.

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Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.4 Measurement - Delay Days for SWBT caused Missed Due Dates

Definition - Average calendar days from due date to completion date on company missed orders.

Calculation - $\Sigma(\text{Completion date} - \text{Committed order due date}) / (\# \text{ of posted orders})$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Broken out by Resale or UNE Loop and Port.

9.2.5 Measurement - Percent No Access

Definition - Percent of Field Work (FW) N,T,C orders that are no accessed.

Calculation - $\text{Count of FW N,T,C orders that are no accessed} \div \text{Total number of FW N,T,C orders}$.

Report Structure - Reported for CLEC, total CLECs and SWBT retail. Broken out by Resale or UNE Loop and Port.

Specials and UNE Specials Loop and Port Combination

9.2.6 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - $[\Sigma(\text{completion date} - \text{application date})] / (\text{Total number of orders completed})$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

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9.2.7 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - $\sqrt{\sum(\text{individual installation interval} - \text{mean installation interval})^2 / (\text{number of orders in the sample} - 1)}$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

9.2.8 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders (N,T,C orders include all orders that a CLEC may send to SWBT including conversions) where installations were not completed by the negotiated due date excluding customer caused misses.

Calculation - $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

UNEs (Excludes UNE Loop and Port Combinations)

9.2.9 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - $[\sum(\text{completion date} - \text{application date})] / (\text{Total number of orders completed})$

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule).

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The following are standard intervals for installation intervals for UNEs since no parity measurement is proposed:

2 Wire Analog and Digital and INP (1-10) – 3 Days
2 Wire Analog and Digital and INP (11-20) – 7 Days
2 Wire Analog and Digital and INP (20+) – 10 Days

DS1 loop(includes PRI) – 3 Days

Switch Ports - Analog Port - 2 Days
Switch Ports - BRI Port (1-50) - 3 Days
Switch Ports - BRI Port (50+) - 5 Days
Switch Ports - PRI Port (1-20) - 5 Days
Switch Ports - PRI Port (20+) - 10 Days

DS1 Trunk Port (1 to 10) – 3 days
DS1 Trunk Port (11 to 20) – 5 Days
DS1 Trunk Port (20+) – ICB

Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 days
Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

9.2.10 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - $\sqrt{\frac{\sum(\text{individual installation interval} - \text{mean installation interval})^2}{(\text{number of orders in the sample} - 1)}}$

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule). Standard to be developed as data is produced.

9.2.11 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses.

Calculation - $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

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Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

B. Order Accuracy

9.2.12 Measurement - Percent POTS Installation Reports Within 10 Days (I-10)

Definition - Percent of N,T,C orders that receive a network customer trouble report not caused by CPE or wiring within 10 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports).

Calculation - (Count of N,T,C orders that receive a network customer trouble report within 10 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for POTS Resale and UNE POTS with Loop and port combinations by CLEC, all CLECs and SWBT retail by Field Work (FW), No Field Work (NFW) business and residence.

9.2.13 Measurement - Percent Specials Installation Reports Within 30 Days (I-30)

Definition - Percent N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - (Count of N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for Resale Specials and UNE Specials with loop and port combinations by CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

9.2.14 Measurement - % UNE Installation Reports Within 30 Days (I-30)

Definition - Percent UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

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Calculation - (Count of number of UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total UNE N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

9.2.15 Measurement - Provisioning Accuracy

Definition - % of orders installed without error.

Calculation - (Count of orders completed without error ÷ total orders) * 100

Report Structure - Reported by individual CLEC, all CLECs and SWBT.

C. Order Status

9.2.16 Measurement - % Firm Order Confirmations (FOCs) received within "x" hours.

Definition - Percent of FOCs returned within a specified time frame from receipt of service order to return of confirmation to CLEC.

- All Res. And Bus. < 24 Hours
- Complex Business (1-200) < 48 Hours
- Complex Business (200+) - negotiated
- UNE Loop (1-49 Loops) < 24 Hours
- UNE Loop (> 50 Loops) – 48 Hours
- Switch Ports < 24 hours

Calculation - (# FOCs returned within "x" hours ÷ total FOCs sent) * 100

Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders). The FOC for EASE is considered to be at the time the due date is negotiated and is not included in the calculation.

9.2.17 Measurement - Average Time To Return FOC

Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC.

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Calculation - $\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Acknowledgment})]/(\# \text{ of FOCs})$

Report Structure - Reported for CLEC and all CLECs.

- 9.2.18 Measurement - Percent Mechanized Rejects returned within 1 hour of the start of the EDI/LASR batch process. The EDI and LASR processes executes every two hours between 6:00 AM and 12:00 AM.

Definition - % mechanized rejects returned 1 hour of the start of the EDI/LASR batch process.

Calculation - $(\# \text{ mechanized rejects returned within 1 hour} \div \text{Total rejects}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 2 hour interval above is subject to change as the EDI polling time frame changes. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

- 9.2.19 Measurement - Average Time to Return Mechanized Rejects

Definition - Average time required to return a mechanized reject.

Calculation - $\Sigma[(\text{Date and Time of Order Rejection}) - (\text{Date and Time of Order Acknowledgment})]/(\# \text{ of Orders Rejected})$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval to send a reject will be within 97% within 1 hour PON. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

- 9.2.20 Measurement - Percent Mechanized Completions Returned Within 1 hour upon the successful execution of the SORD (BU340) batch cycle which updates the order status, indicating a completion notice. The batch process executes at the following times: 9:00 am, 12:00 noon, 3:00 pm, 6:00 pm, 10:30 pm.

Definition - % mechanized completions returned within 1 hours for EDI and LEX.

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Calculation - $(\# \text{ mechanized completions returned to CLEC within 1 hour} \div \text{Total completions}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval above is subject to change as the EDI polling time frame changes.

9.2.21 Measurement - Average Time to Return Mechanized Completions

Definition - Average time required to return a mechanized completion.

Calculation - $\Sigma[(\text{Date and Time of Notice Of Completion Issued to the CLEC}) - (\text{Date and Time of Work Completion})]/(\# \text{ of Orders Completed})$

Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval for returning completion will be >97% received within 1 hour of order completion. The 1 hour interval is subject to change as the EDI polling time frame changes.

D. Held Orders

9.2.22 Measurement - % Company Missed Due Dates Due To Lack Of Facilities

Definition - % N,T,C orders with missed committed due dates due to lack of facilities

Calculation - $\text{Total N,T,C orders with missed committed due dates due to lack of facilities} \div \text{Total N,T,C orders}$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Reported for > 30 calendar days & > 90 calendar days. (Calculated monthly based on posted orders.)

9.2.23 Measurement - Delay Days for Missed Due Dates Due to Lack of Facilities

Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities.

Calculation - $\Sigma(\text{Completion date} - \text{Committed order due date})/(\# \text{ of posted orders})$

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Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE.

E. Flow Through

9.2.24 Measurement - Percent Flow Through

Definition - % of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT than analogous retail services, and automated provisioning to the extent that is provided for analogous retail services.

Calculation - (# of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT ÷ total orders sent).

Report Structure - Reported for CLEC, all CLECs and SWBT for POTS (Broken out by Resale and UNE loop+Port), Specials (Resale and UNE loop+Port), and UNE)

9.3 Maintenance/Repair

A. Time To Restore

POTS & UNE POTS Loop and Port Combinations

9.3.1 Measurement - Receipt To Clear Duration

Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable).

Calculation - $\Sigma[(\text{Date and time ticket is cleared with customer}) - (\text{Date and time ticket received})] \div \text{Total customer network trouble reports.}$

Report Structure - Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch
- Affecting Service - Dispatch
- Affecting Service - No Dispatch

9.3.2 Measurement - Standard Deviation of Receipt To Clear Intervals

Definition - Measure of the variation of the receipt to clear intervals around the mean receipt to clear interval.

Calculation - $\sqrt{\sum(\text{individual receipt to clear interval} - \text{mean receipt to clear interval})^2 / (\text{number of trouble reports in the sample} - 1)}$

Report Structure - Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch
- Affecting Service - Dispatch
- Affecting Service - No Dispatch

9.3.3 Measurement - % Out Of Service (OOS) < 24 Hours

Definition - % of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, no access and all disposition code "13" reports (excludable).

Calculation - $\text{Count of OOS trouble reports} < 24 \text{ hours} \div \text{Total number of OOS trouble reports}$.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop+Port.

Specials and UNE Specials Loop and Port Combination

9.3.4 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - $\sum[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{Total network customer trouble reports}$.

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

9.3.5 Measurement - Standard Deviation of Mean Time To Restore Intervals

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Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - $\sqrt{\sum(\text{individual time to restore interval} - \text{mean time to restore interval})^2 / (\text{number of trouble reports in the sample} - 1)}$

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

UNEs (Excludes UNE Loop and Port Combinations)

9.3.6 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - $\sum[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{Total network customer trouble reports.}$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule) by dispatch and no dispatch.

9.3.7 Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - $\sqrt{\sum(\text{individual time to restore interval} - \text{mean time to restore interval})^2 / (\text{number of trouble reports in the sample} - 1)}$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule) by dispatch and no dispatch.

9.3.8 Measurement - Percent Out Of Service (OOS) < 24 Hours

Definition - Percent of OOS trouble reports cleared in less than 24 hours.

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Calculation - $(\text{Count of UNE OOS trouble reports} < 24 \text{ hours} \div \text{Total number of UNE OOS trouble reports}) * 100$

Report Structure - Reported for CLEC, CLECs and SWBT by "POTS like" loop (2-Wire Analog 8dB Loop).

B. Repeat Troubles

9.3.9 Measurement - Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and all disposition code "13" reports (excludable).

Calculation - $(\text{Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report}) \div (\text{Count of total customer trouble reports not caused by CPE or wiring and excluding subsequent reports})$

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.3.10 Measurement - Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

Calculation - $(\text{Count of network customer trouble reports received within 30 calendar days of a previous customer report}) \div (\text{Count of total network customer trouble reports})$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.11 Measurement - Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

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Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport (all types in pricing schedule).

C. Report Rate

9.3.12 Measurement - POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

Definition - The number of customer trouble reports not caused by CPE or wiring, CPE and disposition code "13" reports within a calendar month per 100 lines.

Calculation - Count of customer trouble reports ÷ (total lines ÷ 100)

Report Structure - Reported for POTS Resale and UNE POTS loop and port combination by CLEC, all CLECs and SWBT retail. This measurement is only valid for line counts of 300,000 or greater. Broken out by Resale and UNE loop and Port Combination.

9.3.13 Measurement - Specials and UNE Specials with Loop and Port Combination Failure Frequency

Definition - The number of network customer trouble reports within a calendar month per 100 circuits.

Calculation - Count of network trouble reports ÷ (Total circuits ÷ 100)

Report Structure - Reported for resale specials and UNE specials with loop and port combination for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.14 Measurement - UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

Definition - The number of network customer trouble reports within a calendar month per 100 UNEs.

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Calculation - $\text{Count of network trouble reports} \div (\text{Total UNEs} \div 100)$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport (all types in pricing schedule)

D. Appointments Missed

- 9.3.15 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports.

Calculation - $(\text{Count of trouble reports not cleared by the commitment time for company reasons} \div \text{Total trouble reports}) * 100$.

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop and Port Combination.

- 9.3.16 Measurement - UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time for company reasons.

Calculation - $(\text{Count of trouble reports not cleared by the commitment time for company reasons} \div \text{Total trouble reports}) * 100$

Report Structure - Reported for each CLEC, all CLECs and SWBT for "POTS type" loops (2-Wire Analog 8dB Loop)

E. No Access

- 9.3.17 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent No Access

Definition - Percent of dispatched customer trouble reports with a status of "No Access" excluding disposition code "13" trouble reports.

Calculation - $\text{Count of dispatched customer trouble reports with a status of "No Access"} \div \text{Total dispatched customer trouble reports}$.

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Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.4 General

A. System Availability

9.4.1 Measurement - OSS Interface availability

Definition - Percent of time OSS interface is available compared to scheduled availability.

Calculation - $(\# \text{ Scheduled system available hours} \div \text{unscheduled system unavailable hours}) * 100$

Report Structure - Reported on a company basis by interface for EASE, DATAGATE, VERIGATE, LEX, and EDI. The RAF will be reported by CLEC. When EBI is available SWBT will provide interface availability. When any new system is available, the parties will negotiate in good faith to develop associated performance measurements.

The following will be the standard for availability for all systems except EASE. EASE will have a parity measurement since SWBT uses EASE for its retail operation. Availability > 99% for Datagate, Verigate, LEX, EDI, and RAF applications. This availability measurement includes the front end applications and does not include the legacy systems. Parity applies for the legacy systems since SWBT uses the legacy systems in its retain operation.

B. Center Responsiveness

9.4.2 Measurement - LSC Grade Of Service (GOS)

Definition - % of calls answered by the LSC within a specified period of time.

Calculation - $\text{Total number of calls answered by the LSC within a specified period of time} \div \text{Total number of calls answered by the LSC}$

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

9.4.3 Measurement - LSC Average Speed Of Answer

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Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - $\text{Total queue time} \div \text{Total calls}$

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

9.4.4 Measurement - LOC Grade Of Service (GOS)

Definition - % of calls answered by the LOC within a specified period of time.

Calculation - $\text{Total number of calls answered by the LOC within a specified period of time} \div \text{Total number of calls answered by the LOC}$

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (Repair Bureau).

9.4.5 Measurement - LOC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - $\text{Total queue time} \div \text{Total calls}$

Report Structure - Reported for all calls to the LOC for all CLECs and SWBT retail (Repair Bureau).

C. Billing Timeliness

9.4.6 Measurement - Billing Accuracy

Definition - This measurement will be performed to verify that the bill audit process includes both Wholesale (e.g. UNE and RESALE) and Retail/Access. The CABS Bill Audit process includes all Feature Groups including U for Unbundled Network Elements for CLECs. Specific Billing conditions for each Feature Group will be validated and the same CABS Billing System and Billing Process is used for all Feature Groups. The CRIS Bill Audit Process includes both Resale and Retail bills.

A sample of all types of products/services, class of service, usage (e.g. intraLATA toll plans) will be reviewed. The same CRIS Billing System and Billing Process is used

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for the both Resale and Retail except Resale has the extra step to access % discount table. The % discount table is updated/validated when the Interconnection Agreement is implemented.

Calculation - # errors detected in bill audit.

Report Structure - Reported for aggregate of SWBT and CLECs.

9.4.7 Measurement - Percent of Accurate and Complete Formatted Mechanized Bills

Definition - Measures the % of accurate and complete formatted mechanized bills via EDI.

Calculation - $(\text{Count of accurate and complete formatted mechanized bills via EDI} \div \text{total \# of mechanized bills via EDI}) * 100$

Report Structure - Reported for CLEC, and all CLECs.

9.4.8 Measurement - Percent Of Billing Records Transmitted Correctly

Definition - Measures % of billing records transmitted correctly on the usage extract feed.

Calculation - $(\text{Count of billing records transmitted correctly with complete information and proper formatting} \div \text{total billing records transmitted}) * 100$

Report Structure - Reported for CLEC, and all CLECs.

9.4.9 Measurement - Billing Completeness

Definition - % of service orders on the bill for the current bill period.

Calculation - $(\text{Count of service orders included in current applicable bill period} \div \text{Total service orders in current applicable bill period}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT.

9.4.10 Measurement - Billing timeliness

Definition - Percent of bills released on time by bill type (i.e. paper, Bill Plus, EDI, BDT).

Calculation - $(\text{Count of bills released on time} \div \text{Total number of bills released}) * 100$

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Report Structure - Reported for CLEC, all CLECs and SWBT.

9.5 Operator Services and Directory Assistance

9.5.1 Measurement - Directory Assistance Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds.

Calculation - $(\text{Count of calls answered within "x" seconds} \div \text{Total calls answered}) * 100$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.2 Measurement - Directory Assistance Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - $\Sigma(\text{Date and time customer answered by SWBT representative} - \text{Date and time customer enters queue}) \div \text{Total calls}$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.3 Measurement - Operator Services Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds.

Calculation - $(\text{Count of calls answered within "x" seconds} \div \text{Total calls answered}) * 100$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.4 Measurement - Operator Services Average Speed Of Answer

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Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - $\Sigma(\text{Date and time customer answered by SWBT representative} - \text{Date and time customer enters queue}) \div \text{Total calls}$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.6 Interconnect/Unbundled Elements and Combos

9.6.1 Measurement – Mean Network Performance Parity

SWBT agrees to provide to IP Communications Corporation testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

9.6.2 Measurement – Standard Deviation of Network Performance Parity

SWBT agrees to provide to IP Communications Corporation testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

9.6.3 Measurement - Availability of STP Links

Definition – This measurement will provide the number of minutes or seconds the STP link was unavailable on an incidence basis.

Report Structure – The following will be reported by incidence for SWBT, CLEC, and all CLECs.

9.6.4 Measurement – Database accuracy

SWBT agrees to provide IP Communications Corporation data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database accuracy. Either party may bring this issue to the commission via the dispute resolution process.

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9.6.5 Measurement – Mean time for database query

SWBT agrees to provide IP Communications Corporation data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database queries. Either party may bring this issue to the commission via the dispute resolution process.

9.6.6 Measurement – Mean Time for database updates

SWBT agrees to provide IP Communications Corporation data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database updates. Either party may bring this issue to the commission via the dispute resolution process.

9.6.7 Measurement – Mean PDD for calls routed to CLEC OS/DA Platform

Definition – This measurement will provide the delay for the caller from the time the caller requests OS/DA to the time the call is routed to the correct trunk group to reach the CLEC OS/DA platform.

Report Structure – IP Communications Corporation and SWBT will jointly develop a sampling process to determine the PDD for customized routed calls. Either party may bring this issue, if no agreement is reached to the commission, via the dispute resolution process.

9.6.8 When Electronic Jeopardy Notification and order acknowledgment is implemented between the parties, SWBT will provide the mean and standard deviation for time to provide jeopardies or other mutually acceptable measurement.

10.1 Applicability of Other Rates, Terms and Conditions

- 10.1 *Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory

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approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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**ATTACHMENT 18: MUTUAL EXCHANGE OF DIRECTORY LISTING
INFORMATION**

This Attachment 18: Mutual Exchange of Directory Listing Information sets forth SWBT's and IP Communications Corporation's agreement for the mutual exchange of directory assistance subscriber listing information as follows:

1.0 Introduction

- 1.1 SWBT and IP Communications Corporation may each own and/or maintain databases containing directory assistance subscriber listing information (name, address and published telephone number, or an indication of non-published or non-list status).
- 1.2 Currently, SWBT uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SWBT's DA office to obtain such information.
- 1.3 IP Communications Corporation may provide local DA service to its local customers and therefore may wish to load its databases with the same directory assistance subscriber listing information as SWBT uses itself to provide directory assistance services.
- 1.4 In order to maintain the completeness of their DA databases and their DA services, the Parties wish to receive from each other directory assistance subscriber listing information contained in each other's databases for the use of providing DA services.

2.0 Service Provided

- 2.1 SWBT and IP Communications Corporation agree to exchange with each other all published subscriber listings within their respective directory assistance databases regardless of the underlying carrier. To the extent SWBT has agreements in place with underlying carriers, i.e., Independent Telephone Companies (ITCs) and other facility-based Local Service Providers (LSPs) as of the effective date of this Agreement and such ITC or LSP agreements prohibit SWBT from releasing their respective subscriber listing information, SWBT agrees to request authorization from the ITCs and LSPs to release their subscriber listing information to IP Communications Corporation for the sole purpose of providing DA services.
- 2.11 To the extent the Parties conduct directory assistance listing negotiations with ITCs and LSPs after the effective date of this Agreement, the Parties agree to request from such ITCs and LSPs written authorization which would allow one Party to provide to the other Party published directory assistance listing information pertaining to those ITC and LSP subscribers for the sole purpose of providing DA services.

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- 2.1.2 The Parties agree that should an ITC or LSP fail to provide, or refuse to grant SWBT authorization to allow SWBT to release their respective published directory assistance subscriber listing information, SWBT will notify IP Communications Corporation of such failure or denial and will provide IP Communications Corporation with the name of the ITC or LSP. In that case, IP Communications Corporation agrees to deal directly with the ITC or LSP.
- 2.2 In the case of non-published listings, the Parties agree to exchange the non-published subscriber's name, address and an indicator that shows the non-published status. The Parties will not exchange non-published subscriber telephone numbers.
- 2.3 The Parties agree to exchange subscriber listing information in readily accessible tape or electronic formats and to provide such data in a timely fashion upon request.
- 2.4 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3.0 Use Of Subscriber Listing Information

- 3.1 The Parties are authorized to use the subscriber listing information provided to each other pursuant to this Attachment for the sole purpose of providing DA services.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

4.0 Assignment

- 4.1 The subscriber listing information will remain the property of each Party respectively. The Parties will not assign, transfer or sell the subscriber listing information mutually exchanged hereunder, nor will the Parties authorize any other company or any person to use the subscriber listing information for any other purpose. Each party will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by the Party, its agents, employees or others.

5.0 Subcontracting of Directory Assistance Subscriber Listings

- 5.1 If either Party elects to use a subcontractor for the DA services, such party may transfer the directory service subscriber listing information to its DA subcontractor solely for the purposes of providing local DA service to its own local customers. The provision of directory assistance subscriber listing information to a subcontractor by either Party is

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subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

6.0 Effective Dates of Mutual Exchange of Directory Listings

- 6.1 Each Party will commence providing the other with its subscriber listing information as described in this Attachment sixty (60) days following the receipt of a written request from the other and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect. The Parties will request directory assistance subscriber listing information by NXX.

7.0 Liability

- 7.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

8.0 Pricing

- 8.1 The Parties will supply their customer listing information to each other at no charge.
- 8.2 Non-published Emergency Directory Assistance Listing Service: \$2.10 per call
- 8.3 These rates established above in Sections 8.1 and 8.2 , are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

9.0 Applicability of Other Rates, Terms and Conditions

- 9.1 *Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing

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and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SWBT's and IP Communications Corporation's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1.0 Introduction

- 1.1 SWBT publishes White Pages directories for geographic areas in which IP Communications Corporation may also provide local exchange telephone service, and IP Communications Corporation wishes to include listings information for its customers in the appropriate SWBT White Pages directories.
- 1.2 IP Communications Corporation also desires distribution to IP Communications Corporation's Customers of the White Pages directories that include listings of IP Communications Corporation's customers.
- 1.3 SWBT will make available to IP Communications Corporation, for IP Communications Corporation Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.0 Service Provided

- 2.1 SWBT will include in appropriate White Pages directories the primary alphabetical listings of all IP Communications Corporation end users located within the local directory scope. SWBT will include IP Communications Corporation local customers' primary listing in the white page (residence, business, and government) directories.
- 2.2 IP Communications Corporation will furnish to SWBT subscriber listing information pertaining to IP Communications Corporation end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- 2.3 IP Communications Corporation may provide IP Communications Corporation's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database.
- 2.4 IP Communications Corporation will provide its subscriber listing information to SWBT via a mechanical or manual feed of the listing information to SWBT's listing database. IP Communications Corporation's subscriber listings are to be interfiled (interspersed) in the directory among SWBT's subscriber listing information.

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- 2.5 At least sixty (60) days prior to the business office close date for a particular directory, SWBT will provide IP Communications Corporation a verification list of IP Communications Corporation's subscriber listings, as such listings are to appear in the directory. The verification list will also include Directory Delivery Address (DDA) information for each IP Communications Corporation end user. IP Communications Corporation will review this verification list and will submit to SWBT any necessary additions, deletions or modifications at least thirty (30) days of receipt of the list from SWBT.
- 2.6 Publication schedules for the White Pages: SWBT will provide to IP Communications Corporation the initial directory close dates for a calendar year within three (3) to six (6) months of the publication year for areas where IP Communications Corporation is providing local service. Updates to the schedule will be provided in a timely manner as they occur.
- 2.7 At least sixty (60) days prior to the directory close, IP Communications Corporation will provide to SWBT written specification of the total number of directories that IP Communications Corporation will require, along with the number of directory(ies) that each IP Communications Corporation end user will require.
- 2.8 At IP Communications Corporation's request, SWBT will deliver White Pages directories to IP Communications Corporation end users. Timing of such delivery and the determination of which White Pages directories will be delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be provided under the same terms that SWBT delivers White Pages directories to its own local service customers.
- 2.9 At its option, IP Communications Corporation may purchase up to eight (8) single-sided customer information pages (Customer Guide Pages) in the informational section of the SWBT White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SWBT information pages. Sixty (60) days prior to the directory close date, IP Communications Corporation will provide to SWBT the information page(s) in camera ready format. SWBT will have the right to approve, and, with IP Communications Corporation's agreement, SWBT may, but is not required to, revise the format and content of such information page(s).
- 2.10 SWBT will include IP Communications Corporation specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to IP Communications Corporation on such page will be 1/8th page in size. In order to have such information published, IP Communications

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Corporation will provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (IP Communications Corporation will be limited to a maximum of 1/8th of a page in any single edition of a SWBT White Pages directory).

3.0 Use Of Subscriber Listing Information

3.1 IP Communications Corporation authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Attachment for the purpose of including the listings in the appropriate White Pages directory and directory assistance databases where such services are provided by SWBT.

4.0 Pricing:

4.1 White Pages Listing, Book and Delivery:

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy ¹ Ordered After Initial Order
Kansas City	\$4.46	\$6.48	\$3,191.73	\$10.00
Springfield	\$4.46	\$6.48	\$3,191.73	\$10.00
St. Louis	\$4.46	\$6.48	\$3,191.73	\$10.00
Cape Girardeau	\$1.29	\$2.50	\$168.09	\$10.00
Chillicothe	\$1.29	\$2.50	\$168.09	\$10.00
Excelsior Springs	\$1.29	\$2.50	\$168.09	\$10.00
Fulton	\$1.29	\$2.50	\$168.09	\$10.00
Greater Jefferson County	\$1.29	\$2.50	\$168.09	\$10.00
Hannibal	\$1.29	\$2.50	\$168.09	\$10.00
Kennett	\$1.29	\$2.50	\$168.09	\$10.00
Kirksville	\$1.29	\$2.50	\$168.09	\$10.00
Lake of the Ozarks	\$1.29	\$2.50	\$168.09	\$10.00
Marshall	\$1.29	\$2.50	\$168.09	\$10.00
Mexico	\$1.29	\$2.50	\$168.09	\$10.00
Moberly	\$1.29	\$2.50	\$168.09	\$10.00
Nevada	\$1.29	\$2.50	\$168.09	\$10.00
Perryville	\$1.29	\$2.50	\$168.09	\$10.00
Poplar Bluff	\$1.29	\$2.50	\$168.09	\$10.00
Sedalia	\$1.29	\$2.50	\$168.09	\$10.00
Sikeston	\$1.29	\$2.50	\$168.09	\$10.00
St. Joseph	\$1.29	\$2.50	\$168.09	\$10.00
Tri-State	\$1.29	\$2.50	\$168.09	\$10.00
Washington	\$1.29	\$2.50	\$168.09	\$10.00
Adrian	\$1.26	\$2.81	\$75.59	\$10.00
Boonville	\$1.26	\$2.81	\$75.59	\$10.00
Bowling Green	\$1.26	\$2.81	\$75.59	\$10.00
Caruthersville	\$1.26	\$2.81	\$75.59	\$10.00

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Elsberry	\$1.26	\$2.81	\$75.59	\$10.00
Linn	\$1.26	\$2.81	\$75.59	\$10.00
Missouri's Parkland	\$1.26	\$2.81	\$75.59	\$10.00
Monett	\$1.26	\$2.81	\$75.59	\$10.00
Portageville	\$1.26	\$2.81	\$75.59	\$10.00
Stanberry	\$1.26	\$2.81	\$75.59	\$10.00

¹ Subject To Availability

4.2 The prices contained in Section 4.0 above are interim in nature and are subject to true-up from the effective date of this agreement to the State Commission's determination of permanent prices.

5.0 Assignment

5.1 The subscriber listing information will remain the property of IP Communications Corporation. Except as stated in Section 2.0 herein, SWBT will not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor will SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

6.0 Term

6.1 This Attachment will continue in force until terminated by 60 days prior written notice by either Party to the other. Upon termination, SWBT will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by IP Communications Corporation, and will promptly return such subscriber listing information to IP Communications Corporation.

6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

7.0 Liability

7.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

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

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ATTACHMENT 20: CLEARINGHOUSE (CH)

WHEREAS, SWBT operates a Clearinghouse (CH), as described below, for its own behalf and that of participating LECs and LSPs, including IP Communications Corporation; and,

WHEREAS, IP Communications Corporation wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

1.0 Clearinghouse Description

- 1.1 SWBT operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and LSPs, including SWBT and IP Communications Corporation.

2.0 Qualifying Message Criteria

- 2.1 The only toll call messages that qualify for submission to SWBT for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or IP Communications Corporation exchange, exclusively carried by a LEC or IP Communications Corporation over LEC or IP Communications Corporation facilities and billed to a customer located in a second LEC's or IP Communications Corporation exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SWBT's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or IP Communications Corporation over LEC or IP Communications Corporation facilities, and billed to a customer located in a second LEC's or IP Communications Corporation exchange and not in the originating State.

3.0 Responsibilities Of The Parties

- 3.1 IP Communications Corporation agrees that it will provide SWBT with billing records for CH processing that are in an industry standard format acceptable to SWBT and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or IP Communications Corporation exchange but are to be billed to an end user in a second LEC's or IP Communications Corporation exchange.

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Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

- 3.2 IP Communications Corporation agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's CH. IP Communications Corporation will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for CH processing, if needed.
- 3.3 SWBT will provide and maintain such systems as it believes are required to furnish the CH service described herein. SWBT, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 3.4 IP Communications Corporation will timely furnish to SWBT all CH Records required by SWBT to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SWBT will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.
- 3.5 Presently, in operating the CH, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

4.0 Processing Charge

- 4.1 IP Communications Corporation agrees to pay SWBT a processing charge in consideration of SWBT's performance of CH services. This charge is \$.02 per originated CH Record processed on behalf of IP Communications Corporation.

5.0 Billing Charge

- 5.1 IP Communications Corporation agrees to pay a \$.05 per message charge to the LEC or LSP responsible for billing the message, including SWBT, when SWBT bills the message.

6.0 Settlement Report

- 6.1 SWBT will issue monthly reports containing the results of the processing of CH Records to each participating LEC and IP Communications Corporation. These reports list the (a) amounts owed by IP Communications Corporation for billing messages originated by others; (b) amounts due to IP Communications Corporation for IP Communications Corporation-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

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7.0 Retroactive and Lost Messages

- 7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3.0 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or IP Communications Corporation. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or IP Communications Corporation will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

8.0 Limitation Of Liability

- 8.1 By agreeing to operate the CH, SWBT assumes no liability for any LEC's or IP Communications Corporation's receipt of appropriate revenues due to it from any other entity. IP Communications Corporation agrees that SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SWBT may have relied in preparing settlement reports or performing any other act under this Attachment.
- 8.2 IP Communications Corporation agrees to indemnify and hold SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SWBT's performance of CH processing pursuant to this Attachment.
- 8.3 SWBT will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Attachment will in no event exceed the amount of processing charges incurred by IP Communications Corporation for the CH services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

9.0 DISCLAIMER OF WARRANTIES

- 9.1 SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY,

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SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY IP COMMUNICATIONS CORPORATION WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

10.0 Applicability of Other Rates, Terms and Conditions

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

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ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

1.0 Numbering

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers 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 assigned to it.
- 1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.3 To the extent SWBT serves as Central Office Code Administrator for a given region, SWBT will work with IP Communications Corporation in a neutral and nondiscriminatory manner, consistent with regulatory requirements, regarding IP Communications Corporation's requests for assignment of central office code(s) (NXX) consistent with the Central Office Code Assignment Guidelines.
- 1.4 It will be the responsibility of each Party 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 will impose fees or charges on the other Party for such required programming and updating activities.
- 1.5 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.6 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.
- 1.7 At a minimum, in those Metropolitan Exchange Areas where IP Communications Corporation intends to provide local exchange service, IP Communications Corporation shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable IP Communications Corporation and SWBT to identify the jurisdictional nature of traffic for intercompany compensation. If IP Communications Corporation is unable to acquire

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NXX codes due to number exhaust in a NPA, IP Communications Corporation and SWBT will work to identify an alternative method for identifying the jurisdictional nature of traffic. However, if no alternative is agreed to prior to March 31, 1998, then the alternative mechanism proposed by IP Communications Corporation using the "Originating LEC NECA Code Field" and "Traffic Type Field" in SWBT's "92-99" billing record rather than a brand new NPA-NXX shall be substituted in place of this provision.

2.0 NXX Migration (LERG Reassignment)

- 2.1 Where a Party has activated more than half of an NXX and the remaining numbers in that NXX are either unassigned or reserved for future use, at the request of that Party it may elect to employ NXX Migration. NXX Migration will be provided by utilizing reassignment of the NXX to the requesting Party through the Local Exchange Routing Guide (LERG).

3.0 Pricing

- 3.1 The Party to whom the NXX is migrated will pay an NXX migration charge to the other Party as follows:

If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

NXX Migration:
\$12,940.00 per NXX.

4.0 Applicability of Other Rates, Terms and Conditions

- 4.1 *Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general

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responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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ATTACHMENT 22: DA-FACILITIES BASED**SWBT-PROVIDED DIRECTORY ASSISTANCE**

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance (DA) for IP Communications Corporation as a facilities based switch provider.

1.0 Services

- 1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to IP Communications Corporation's customers who call DA according to current SWBT methods and practices or as subsequently modified.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of IP Communications Corporation's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SWBT will provide DACC to IP Communications Corporation's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
- 1.3 SWBT agrees to provide DACC only in areas where IP Communications Corporation can furnish Automatic Number Identification (ANI) from IP Communications Corporation's customers to SWBT's switch and where IP Communications Corporation obtains DA service from SWBT.
- 1.4 IP Communications Corporation commits that SWBT's provision of DACC does not interfere with any contractual arrangement that IP Communications Corporation has with another operator services provider. IP Communications Corporation agrees to indemnify SWBT from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SWBT has interfered with any such contractual arrangement solely by virtue of SWBT's provision of DACC to IP Communications Corporation under this Attachment.

2.0 Definitions - The following terms are defined as set forth below:

- 2.1 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA Operator.
- 2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA Operator.

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- 2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA Operator.
- 2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

3.0 Call Branding/Rate Reference

- 3.1.0 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being IP Communications Corporation. SWBT will offer Call Branding of Operator Services in the name of IP Communications Corporation. In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change. IP Communications Corporation will pay the charge as reflected in Appendix Pricing UNE--Schedule of Prices labeled Rate Per Initial Load or Rate Per Subsequent Changes to Brand and/or rate per call subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 (or a decision rendered the Missouri Commission by December 31, 1998 in a separate proceeding initiated by IP Communications Corporation). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.
- 3.1.1 Rate reference is the process by which an operator, either live or recorded, will quote IP Communications Corporation's rates. When an IP Communications Corporation caller requests a quotation of rates, IP Communications Corporation will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties. No incremental rate quotation charge should be paid in addition to the per-call or per-minute rate that IP Communications Corporation pays for operator services and Directory Assistance calls.

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- 3.1.2 IP Communications Corporation will provide SWBT with the specific branding phrase to be used to identify IP Communications Corporation. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 3.2 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to IP Communications Corporation's end users, as required by Section 226(b)(1)(C) of the Act. Rate information will be provided under the following terms and conditions:
 - 3.2.1 IP Communications Corporation will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when the are to be provided by SWBT.
 - 3.2.2 IP Communications Corporation will inform SWBT, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. IP Communications Corporation acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.
 - 3.2.3 In all cases when SWBT receives a rate request from an IP Communications Corporation end user, SWBT will quote the Directory Assistance rates provided by IP Communications Corporation.

4.0 Responsibilities of SWBT

- 4.1 SWBT will perform DA Service for IP Communications Corporation in those exchanges where IP Communications Corporation elects to purchase such services from SWBT.
- 4.2 SWBT will provide and maintain its own equipment to furnish DA Services.
- 4.3 SWBT will provide DA Service to IP Communications Corporation customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.
- 4.4 SWBT will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 SWBT will include current IP Communications Corporation customer listing information in SWBT's DA database.

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5.0 Responsibilities of Both Parties

- 5.1 The Party(ies) that provide the circuits between IP Communications Corporation and SWBT offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6.0 Responsibilities of IP Communications Corporation

- 6.1 IP Communications Corporation will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the IP Communications Corporation serving office, in a mutually agreed upon format and media.
- 6.2 IP Communications Corporation will furnish to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT to provide the service.
- 6.3 IP Communications Corporation will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. IP Communications Corporation will send the DA records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

7.0 Pricing

- 7.1 The following rates will apply for each service element:

7.1.1 Directory Assistance (DA)

Rate per DA call: \$.401*

*Lowest existing intercompany compensation rate as of 8/28/96

7.1.2 Directory Assistance Call Completion (DACC)

Rate per completed call: \$.24*

*Lowest existing intercompany compensation rate as of 8/28/96

7.2 Call Branding

The following prices for branding of IP Communications Corporation DA calls are subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 or any other decision rendered the

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Missouri Commission by December 31, 1998 in a proceeding initiated by IP Communications Corporation.

An initial non-recurring charge applies per trunk group for the establishment of Call Branding.

Rate per initial load:	\$2,325.00
Rate per load for subsequent change:	\$2,325.00

- 7.3 When an IP Communications Corporation caller requests a quotation of rates, IP Communications Corporation will pay the wholesale discounted charge applicable to operator services and Directory Assistance calls to compensate SWBT for the Operator Transfer Service. There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

8.0 Monthly Billing

- 8.1 SWBT will render monthly billing statements to IP Communications Corporation for DA Service, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

- 9.1 Indemnification and limitation of liability provisions covering the matters addressed in this appendix are contained in the general Terms and conditions portion of the Agreement.

10.0 Terms of Attachment

- 10.1 When IP Communications Corporation desires to customize route Directory Assistance and such routing capability is not currently technically available, IP Communications Corporation agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for each end office for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and IP Communications Corporation chooses not to customize route the DA calls, IP Communications Corporation agrees that

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SWBT will be the sole provider of DA for one year from the date that IP Communications Corporation designates SWBT as IP Communications Corporation's provider of DA. IP Communications Corporation may choose a longer term up to the end of the term of the Interconnection Agreement.

11.0 Applicability of Other Rates, Terms and Conditions

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

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ATTACHMENT 23: OS-FACILITIES BASED**SWBT-PROVIDED LOCAL & INTRALATA
OPERATOR SERVICES**

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SWBT agrees to provide local and IntraLATA operator services (Operator Services) for IP Communications Corporation as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

1.0 Services - SWBT will provide the following three tiers of Operator Services:

- 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where IP Communications Corporation has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

2.0 Call Types - SWBT will provide to IP Communications Corporation the call types in Sections 2.1 through 2.7 below:

- 2.1 Fully Automated Station-to-Station - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
 - 2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
 - 2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.

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- 2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
 - 2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
 - 2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached 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. This service may also include the following situations:
 - 2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
 - 2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's

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request, the Operator transfers the call to an interexchange carrier participating in SWBT's Operator Transfer Service offering. IP Communications Corporation agrees to obtain all necessary compensation arrangements between IP Communications Corporation and participating carriers.

2.7 Call Branding/Rate Reference

- 2.7.0 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being IP Communications Corporation. SWBT will offer Call Branding of Operator Services in the name of IP Communications Corporation. In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change. IP Communications Corporation will pay the charge as reflected in Appendix Pricing UNE--Schedule of Prices labeled Rate Per Initial Load or Rate Per Subsequent Changes to Brand and/or rate per call subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 (or a decision rendered by the Missouri Commission by December 31, 1998 in a separate proceeding initiated by IP Communications Corporation). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.
- 2.7.1 Rate reference is the process by which an operator, either live or recorded, will quote IP Communications Corporation's rates. When an IP Communications Corporation caller requests a quotation of rates, IP Communications Corporation will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties. No incremental rate quotation charge should be paid in addition to the per-call or per-minute rate that IP Communications Corporation pays for operator services and Directory Assistance calls.
- 2.7.2 IP Communications Corporation will provide SWBT with the specific branding phrase to be used to identify IP Communications Corporation. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.

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- 2.8 SWBT Operator Services operators will provide Operator Services Rates/Reference Information upon request to IP Communications Corporation's end users, as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:
- 2.8.1 IP Communications Corporation will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when the are to be provided by SWBT.
- 2.8.2 IP Communications Corporation will inform SWBT, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. IP Communications Corporation acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.
- 2.8.3 In all cases when SWBT receives a rate request from an IP Communications Corporation end user, SWBT will quote the Operator Services rates provided by IP Communications Corporation.

3.0 Other Operator Assistance Services

- 3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 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. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 3.3 Handling of Emergency Calls To Operator - To the extent IP Communications Corporation's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. IP Communications Corporation will provide to SWBT the community's associated with IP Communications Corporation's NXX(s).
- 3.4 Calling Card - Calls billed to an IP Communications Corporation proprietary calling card (0+ or 0- access) will be routed via transfer to the IP Communications Corporation operator.

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4.0 Responsibilities of SWBT

- 4.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 4.2 Facilities necessary for SWBT to provide Operator Services to IP Communications Corporation will be provided by SWBT using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 4.3 SWBT will provide Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both Parties.
- 4.4 SWBT will accumulate and provide IP Communications Corporation such data as necessary for IP Communications Corporation to verify traffic volumes and bill its customers.

5.0 Responsibilities of Both Parties

- 5.1 The Party(ies) that provide the circuits between IP Communications Corporation and SWBT offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6.0 Responsibilities of IP Communications Corporation

- 6.1 IP Communications Corporation will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the IP Communications Corporation serving office, in a mutually agreed upon format and media.
- 6.2 IP Communications Corporation will furnish in writing to SWBT, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SWBT to provide the Service.
- 6.3 IP Communications Corporation will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include IP Communications Corporation's rate quotation tables and any other information required by SWBT. IP Communications Corporation will provide the initial data by a date mutually agreed to between IP Communications Corporation and SWBT. IP Communications Corporation will keep this data current using procedures mutually agreed to by IP Communications Corporation and SWBT. IP Communications Corporation will provide all data and changes to SWBT in the mutually agreed to format(s).

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7.0 Pricing

7.1 The following rates will apply for each service element:

7.1.1 Fully Automated Call Processing

Rate per completed automated call: \$0.173*

*Lowest existing intercompany compensation rates as of 8/28/96.

7.1.2 Operator-Assisted Call Processing

Rate per actual work second: \$ 0.20*

*Lowest existing intercompany compensation rates as of 8/28/96.

7.2 Call Branding

The following prices for branding of IP Communications Corporation OS calls are subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 or any other decision rendered the Missouri Commission by December 31, 1998 in a proceeding initiated by IP Communications Corporation. An initial non-recurring charge applies per trunk group for the establishment of Call Branding.

Rate per initial load: \$2,325.00

Rate per load for subsequent change: \$2,325.00

7.3 When an IP Communications Corporation caller requests a quotation of rates, IP Communications Corporation will pay the wholesale discounted charge applicable to operator services and Directory Assistance calls to compensate SWBT for the Operator Transfer Service. There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

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8.0 Monthly Billing

- 8.1 SWBT will render monthly billing statements to IP Communications Corporation, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

- 9.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

10.0 Terms of Attachment

- 10.1 As to any end office where SWBT furnishes the Operator Services provided by this Attachment, IP Communications Corporation agrees that SWBT will be the sole provider of local and intraLATA toll Operator Services provided to IP Communications Corporation in such end offices for the period of time mutually agreed to by the Parties. When IP Communications Corporation desires to customize route Operator Services and such routing capability is not currently technically available, IP Communications Corporation agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for each end office for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and IP Communications Corporation chooses not to customize route the OS calls, IP Communications Corporation agrees that SWBT will be the sole provider of OS for one year from the date IP Communications Corporation designates SWBT as IP Communications Corporation's provider of OS. IP Communications Corporation may choose a longer term up to the end of the term of the Interconnection Agreement.

11.0 Applicability of Other Rates, Terms and Conditions

- 11.1 *Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or

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service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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ATTACHMENT 24: RECORDING-FACILITIES BASED

This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in total in Appendix I Services and Associated Charges, and those services specially selected by IP Communications Corporation when functioning as a facilities based provider as described in Appendix II, Selected Service Options and Method of Provision, at the rates set forth in Appendix III, Basis of Compensation. Appendix I, II and III are attached hereto and made a part of this Attachment by reference.

1.0 Definitions

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

- 1.1 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).
- 1.2 Assembly and Editing - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- 1.3 Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT and IP Communications Corporation via the CMDS host.
- 1.4 Data Transmission - the forwarding by SWBT of IXC transported access usage record detail in EMR format over data lines or on magnetic tapes to IP Communications Corporation via the CMDS host.
- 1.5 Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 1.6 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).

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- 1.7 Interexchange Carrier Transported - telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.
- 1.8 Message Processing - the creation of individual EMR formatted 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 the AURs are consistent with CMDS specifications.
- 1.9 Originating Local Exchange Carrier Company - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 1.10 Provision of Message Detail - the sorting of all AUR 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 IP Communications Corporation for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.
- 1.11 Record - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 1.12 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.
- 1.13 Service Switching Point (SSP) - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.14 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.
- 1.15 800 SCP Carrier Access Usage Summary Record (SCP Record) - a summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Appendix III-A pertaining to the production and forwarding of AUR data.

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

2.0 Responsibilities of the Parties

- 2.1 SWBT will record all IXC transported messages as specified by IP Communications Corporation on Appendix II that are carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.
- 2.2 SWBT will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SWBT.
- 2.3 SWBT will provide AURs that are generated by SWBT.
- 2.4 Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by IP Communications Corporation from Appendix III-B.
- 2.5 Standard EMR record formats for the provision of access usage record detail will be established by SWBT and provided to IP Communications Corporation.
- 2.6 Recorded AUR 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.
- 2.7 SWBT will provide AUR detail to IP Communications Corporation either on magnetic tapes or in data files, depending on the option contracted for by IP Communications Corporation. Only one method may be selected by IP Communications Corporation.
- 2.7.1 Magnetic Tapes
- 2.7.1.1 SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.
- 2.7.1.2 IP Communications Corporation will specify one of the following options for provision of tapes:

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- 2.7.1.2.1 SWBT will send the tapes to IP Communications Corporation via first class U.S. Mail Services or an equivalent service of SWBT's choice, or
- 2.7.1.2.2 IP Communications Corporation will pick up the magnetic tapes at a location designated by SWBT.
- 2.7.1.2.3 If, at the request of IP Communications Corporation, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of IP Communications Corporation.
- 2.7.2 Data Files
 - 2.7.2.1 The AUR detail will be transmitted to IP Communications Corporation in data files via data lines using software and hardware acceptable to the Parties.
- 2.8 In Appendix III, IP Communications Corporation will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. (SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, (holidays, etc. ,i.e., holidays, weekends)).
- 2.9 SWBT and IP Communications Corporation will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to IP Communications Corporation.
- 2.10 Recorded AUR detail previously provided IP Communications Corporation and lost or destroyed through no fault of SWBT will not be recovered and made available to IP Communications Corporation except on an individual case basis at a cost determined by IP Communications Corporation.
- 2.11 SWBT will record the applicable detail necessary to generate AUR and forward them to IP Communications Corporation for its use in billing access to the IXC.
- 2.12 IP Communications Corporation and SWBT mutually agree and understand that Attachment 24 has been negotiated based on the fact that SWBT is not functioning as IP Communications Corporation's CMDS Host. Should IP Communications Corporation and SWBT subsequently enter into an agreement whereby SWBT functions as the CMDS Host for IP Communications Corporation, the parties agree that Attachment 24 will require revision concurrent with SWBT becoming IP Communications Corporation's CMDS Host.

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3.0 Basis of Compensation

- 3.1 Compensation for recording, assembly and editing, rating, message processing and provision of AURs provided hereunder by SWBT for IP Communications Corporation will be based upon the rates and charges set forth in Appendix III, BASIS OF COMPENSATION.
- 3.2 When message detail is entered on a magnetic tape or data file for provision of message detail to IP Communications Corporation, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.

4.0 Loss of Usage

- 4.1 When SWBT is notified that, due to error or omission, incomplete data has been provided to IP Communications Corporation, SWBT will make reasonable efforts to locate and/or recover the data and provide it to IP Communications Corporation at no additional charge. Such requests to recover the data must be made within 30 days from the date the details initially were made available to IP Communications Corporation. If written notification is not received within 30 days, SWBT shall have no further obligation to recover the data and shall have no further liability to IP Communications Corporation.
- 4.2 If, despite timely notification by IP Communications Corporation, AUR detail is lost and unrecoverable as a direct result of SWBT having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to IP Communications Corporation will 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 AUR detail.
- 4.3 SWBT will not be liable for any costs incurred by IP Communications Corporation when IP Communications Corporation is transmitting data files via data lines and a transmission failure results in the nonreceipt of data by SWBT.
- 4.4 In those instances where SWBT realizes that, either because of a recording error or some other failure, data was lost or incomplete, SWBT will notify IP Communications Corporation of such occurrence and will make reasonable efforts to locate and/or recover the data and provide it to IP Communications Corporation at no additional charge. If AUR detail is lost and unrecoverable as a direct result

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of SWBT, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to IP Communications Corporation will 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 AUR detail.

5.0 Indemnification

5.1 Indemnification provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement 6.1

6.0 Warranties

6.1 SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY IP COMMUNICATIONS CORPORATION WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

7.0 Applicability of Other Rates, Terms and Conditions

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

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APPENDIX I**EXPLANATION OF SERVICE OPTIONS**

The attached pages of this Appendix I show the service options that are offered under this Attachment and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rate and charges set forth in Appendix III, BASIS OF COMPENSATION.

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

- Option #1:** SWBT performs recording, assembly and editing, rating of billable message detail and creates an Access usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from IP Communications Corporation end office telephone network and forwards both billable message detail records and AUR records to IP Communications Corporation.
- Option #2:** SWBT 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 IP Communications Corporation end office. SWBT creates Access Usage Records for this traffic and forwards those AUR records to IP Communications Corporation.
- Option #3:** The IXCs do their own billable message recording for their 1+ IXC transported messages originating from IP Communications Corporation end office. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to IP Communications Corporation.

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

- Option #4:** IP Communications Corporation Non-Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for IP Communications Corporation. SWBT performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to IP Communications Corporation.
- Option #5:** IP Communications Corporation Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator

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services for IP Communications Corporation. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to IP Communications Corporation.

- Option #6:** IP Communications Corporation Equal or Non-Equal Access End Office - The IXCs do their own billable message recording. IP Communications Corporation chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to IP Communications Corporation.
- Option #7:** The IXCs do their own billable message recording and forward to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to IP Communications Corporation. This situation occurs when IP Communications Corporation has not signed a rating takeback waiver with the IXC.

800 RECORDINGS-IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** SWBT performs SSP function for IP Communications Corporation end office and bills query charge to the appropriate IXC. SWBT performs recording for access purposes only, assembles and edits this data, creates AURs and forwards AUR records to IP Communications Corporation.
- Option #9:** SWBT performs SSP function for IP Communications Corporation end office. IP Communications Corporation performs billing of query charge to the appropriate IXC. SWBT performs recording at the SSP for Access purposes only, assembles and edits this data, creates AURs and forwards AUR record to IP Communications Corporation. SWBT performs recording at the SCP for query billing purposes only, assembles and edits this data, creates SCP records and forwards SCP records to IP Communications Corporation.
- Option #10:** SWBT performs SCP function for IP Communications Corporation. SWBT performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to IP Communications Corporation.

TERMINATING RECORDINGS-IXC TRANSPORTED ACCESS USAGE RECORDS

- Option #11:** SWBT provides tandem function for IP Communications Corporation. IP Communications Corporation requests SWBT to provide all Feature Group B,

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Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. SWBT creates terminating AURs for this data and forwards AUR records to IP Communications Corporation.

Option #12: SWBT provides tandem function for IP Communications Corporation. IP Communications Corporation requests SWBT to provide all Feature Group B terminating usage recordings excluding B over D. SWBT creates terminating AURs for this data and forwards AUR records to IP Communications Corporation.

Option #13: SWBT provides tandem function for IP Communications Corporation. IP Communications Corporation requests SWBT to provide all Feature Group B terminating usage recordings including Feature Group B over D. SWBT creates terminating AURs for this data and forwards AUR records to IP Communications Corporation.

Option #14: SWBT provides tandem function for IP Communications Corporation. IP Communications Corporation requests SWBT to provide all Feature Group D terminating usage recordings including B over D and C over D. SWBT creates terminating AURs for this data and forwards AUR records to IP Communications Corporation.

Option #15: SWBT provides tandem function for IP Communications Corporation. IP Communications Corporation requests SWBT to provide all Feature Group D terminating usage recordings including B over D. SWBT creates terminating AURs for this data and forwards AUR records to IP Communications Corporation.

MESSAGE PROVISIONING;

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

There is no charge for this option under this Attachment if IP Communications Corporation has also executed, as part of an agreement executed pursuant to this Statement, an Attachment for SWBT to provide "Hosting" services to IP Communications Corporation, or if IP Communications Corporation has executed

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a separate agreement with SWBT for "Hosting" services to be provided from SWBT to IP Communications Corporation.

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APPENDIX II

**SELECTED SERVICE OPTIONS
AND
METHOD OF PROVISION**

The service options and method of provision selected by IP Communications Corporation under this Attachment are as indicated on page two, attached, of this Appendix II. Numerical references are to service options shown in Appendix I. Also, see attached old Appendix II, page 2.

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APPENDIX II

EFFECTIVE DATE:

Numerical references are to specific service options listed in Appendix I.

APPENDIX III-A**BASIS OF COMPENSATION**

IP Communications Corporation and SWBT agree that IP Communications Corporation will not use SWBT as its host. SWBT has therefore not provided rates for hosting.

a. BCR per local message:	\$0.08
b. Recording	\$0.01
Assembly and Editing	\$0.005
Rating per message	\$0.005
Message Processing	\$0.005
Provision of Message Detail	\$0.003
c. Incollect Message Credit	\$0.05
Incollect Message Transmission	\$0.003

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ATTACHMENT RECORDING

APPENDIX III-B

INVOICE DESIGNATION

COMPANY NAME: _____

EXCHANGE COMPANY I.D. NUMBER (OCN): _____

AUR 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

TAPE MAILING ADDRESS:

(Full RAO Companies will receive AURs at the same address as billable message toll.)

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