

## APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement ("CATS") System Messages ("Appendix").

WHEREAS, the Parties desire to settle all Non-CATS Messages as set forth in this Appendix; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

### 1. DEFINITIONS

- 1.1 **"Bellcore Client Company"** means AT&T NEVADA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 1.2 **"CMDS Host"** means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.
- 1.3 **"Calling Card and Third Number Settlement" ("CATS")** means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billed to an end user in another Bellcore Client Company territory.
- 1.4 **"Centralized Message Data System I" ("CMDS")** means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). AT&T NEVADA is a CMDS direct participant.
- 1.5 **"Customer Calling Card Messages"** means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is AT&T NEVADA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.6 **"Customer Collect Messages"** means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is AT&T NEVADA.
- 1.7 **"Customer Non-CATS Messages"** means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.
- 1.8 **"Customer Subscriber"** means an end user who has authorized Customer to provide the end user with local exchange service in Nevada or who has billed an intraLATA call to a telecommunications calling card that is based on a Nevada telephone number issued by the Customer.
- 1.9 **"Customer Third Number Billed Message"** means messages where (i) the charges are billed to a Customer Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is AT&T NEVADA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.10 **"Local Access and Transport Area" ("LATA")** are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.
- 1.11 **"Local Exchange Carrier" ("LEC")** means a carrier authorized to provide local, exchange access and intraLATA toll services.

- 1.12 "AT&T NEVADA Calling Card Messages" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by AT&T NEVADA, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.13 "AT&T NEVADA Collect Messages" means messages where the charges are billed to the called end user who is a AT&T NEVADA Subscriber and where the Transporting LEC is Customer.
- 1.14 "AT&T NEVADA Non-CATS Messages" means AT&T NEVADA Collect Messages, AT&T NEVADA Calling Card Messages and/or AT&T NEVADA Third Number Billed Messages as those terms are defined herein.
- 1.15 AT&T NEVADA Subscriber means an end user who has authorized AT&T NEVADA or who has billed an intraLATA call to a telecommunications calling card issued by AT&T NEVADA.
- 1.16 "AT&T NEVADA Third Number Billed Messages" means messages where (i) the charges are billed to a AT&T NEVADA Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.17 "Transporting LEC" means the LEC on whose network an end user originates a call.

## 2. SCOPE OF AGREEMENT

- 2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where AT&T NEVADA and (ii) the settlement of AT&T NEVADA Non-CATS Messages where Customer is the Transporting LEC.
- 2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:
- 2.2.1 Exhibit A - Rate Schedule
- 2.2.2 Exhibit B - Non-CMDS Outcollect Report
- 2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

## 3. DESCRIPTION OF SERVICES

- 3.1 AT&T NEVADA shall forward Customer Non-CATS Messages to Customer. AT&T NEVADA shall forward Rejected Messages and Unbillable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format agreed upon by the Parties and shall be exchanged at agreed upon intervals.
- 3.1.1 Customer shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between Customer and AT&T NEVADA. Customer shall inform AT&T NEVADA whether Customer is designating itself or an agent for receipt of Customer's messages by completing AT&T NEVADA's "Technical Requirements" packet. Thereafter, Customer may change its designation only by completing a new AT&T NEVADA "Technical Requirement" packet. Customer may not designate more than one entity to receive its Messages under this Appendix. If Customer has executed a Meet Point Billing ("MPB") agreement with AT&T NEVADA and has informed AT&T NEVADA of Customer's designation under this Appendix, Customer may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.
- 3.2 Customer shall forward AT&T NEVADA Non-CATS Messages to AT&T NEVADA. Customer shall forward Unbillable Messages as defined in Section 4.2 below, to AT&T NEVADA. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.

- 3.3 AT&T NEVADA and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. AT&T NEVADA and Customer warrant that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. AT&T NEVADA and Customer further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities.
- 3.4 The exchange of detail messages between AT&T Nevada and Customer shall be based on any mutually acceptable medium.

#### 4. SETTLEMENT ARRANGEMENT

- 4.1 For Customer Non-CATS Messages billed to Customer Subscribers that AT&T NEVADA forwards to Customer, AT&T NEVADA shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages

- Rejected/Unbillable Messages
- Customer Billing Charge

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= Amount Due AT&T NEVADA

- 4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:
- 4.2.1 Rated Value of Customer Non-CATS Messages means the total computed charges for Customer Non-CATS based on the Transporting LEC's schedule of rates.
- 4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages that failed to pass the edits within the CMDS system and were returned to AT&T NEVADA.
- 4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer or Customer's CMDS Host, that are returned in a timely fashion to AT&T NEVADA.
- 4.2.4 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages forwarded by AT&T NEVADA.
- 4.3 For AT&T NEVADA Non-CATS messages billed to AT&T NEVADA Subscribers that Customer forwards to AT&T NEVADA, Customer shall calculate the amount due based on the following formula:
- Rated Value of AT&T NEVADA Non-CATS Messages
- Unbillable Messages
  - AT&T NEVADA Billing Charge
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- = Amount Due Customer
- 4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:
- 4.4.1 Rated Value of AT&T NEVADA Non-CATS Messages means the total computed charges for AT&T NEVADA Non-CATS Messages based on Customer's schedule of rates.
- 4.4.2 Unbillable Messages means the rated value of AT&T NEVADA Non-CATS Messages that were not billable to a AT&T NEVADA Subscriber because of missing information in the billing record or other billing error, not the result of an error by AT&T NEVADA, that are returned by AT&T NEVADA in a timely fashion to Customer.
- 4.4.3 AT&T NEVADA Billing Charge means the AT&T NEVADA per message billing rate, as set forth in Exhibit A, times the number of AT&T NEVADA Non-CATS Messages received by AT&T NEVADA.
- 4.5 Within 15 business days following the end of each calendar month, AT&T NEVADA shall provide Customer with a Non-CMDS Outcollect in the form of Exhibit B. The report shall include the following information:

- Customer Non-CATS Messages (by number and associated rated value) forwarded by AT&T NEVADA;
  - Customer Non-CATS Messages (by number and associated rated value) returned to AT&T NEVADA as Rejected and Unbillable Messages;
  - Amount Due AT&T NEVADA, as set forth in Subsection 4.1 above.
- 4.6 Customer shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due AT&T NEVADA received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 4.6.3 Should Customer dispute any portion of the amount due, Customer shall notify AT&T NEVADA in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

## EXHIBIT A

### RATE SCHEDULE

Customer Billing Charge	\$ .05 per message
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<u>AT&amp;T NEVADA</u> Billing Charge	\$ .05 per message
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## EXHIBIT B

Billed By Company (e.g. XYZ)

## NON-CMDS OUTCOLLECTS

(LC46 Report)

OCN:-----

Effective 3/1

	INTRA		INTERSTATE		INTRA		INTRASTATE	
	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s
Revenue Exch. Rclds								
- Collectibles	10	50.00	0	0	1000	10,000.00	10	10.00
- Billing and Collection (.05 per message)		(\$ .50)				(\$ 50.00)		(\$ .50)
Recording Services	15		11		22		19	
Sub-Total	26	\$52.00	11	0	1032	\$10,010.00	29	\$9.50
Msg. Processing charge @ .014 per msg.		\$ .26		\$ .11		\$ 10.32		\$ .29
Total		\$52.26		\$ .11		\$10,020.32		\$ 9.79
	# Messages	MOU	# Messages	MOU	# Messages	MOU	# Messages	MOU
Access/Interconnection								
- CABS – MOU	50	100	0	0	850	19,450	5	60
- CABS Cancel	2		0	0	35	120	0	
End User Billing								
- 800 Service	1		0	0	72	15	2	0
- Errored Returns	50							
- Other Services	0	0	0	0	60	45		

## NOTES:

- Assumption is that all settlements will be handled as Net-Settlements
- One report will be created for each tape transmitted and a copy will be sent with each tape.
- A monthly summary will be created. Work effort 8852