APPENDIX FGA

APPENDIX FGA

This Appendix to Attachment Compensation sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

1.0 **Definitions**

- 1.1 Local Access and Transport Area (LATA) means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.
- 1.2 The term Extended Area Service (EAS) as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- 1.3 Subscriber Access Lines will mean a communication facility provided under a general and/or exchange service tariff extended from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- 1.4 Feature Group A Switched Access Service includes all facilities and services rendered in furnishing FGA access service, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.
- 1.5 The Primary Company denotes the Party with the Primary office(s).
- 1.6 The Primary Office is an office which: (1) directly or jointly connects to an interexchange carrier and /or end user: and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.
- 1.7 The Secondary Company denotes the Party with the secondary office(s).
- 1.8 The Secondary Office is any office involved in providing joint FGA switched access to an Interexchange carrier and /or end user through the switching facilities of the Primary office.

- 1.9 Revenues under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regular established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.
- 1.10 Access Minutes or Minutes of Use (MOUs) are those minutes of use as described in Part 69 of the Federal Communications Commission s Rules, and are limited to those FGA MOUs which originate and /or terminate in the Secondary Office(s) covered by this Appendix.
- 1.11 Currently Effective Tariff Rate means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

2.0 Undertaking of the Parties

- 2.1 The Secondary Company will notify the Primary Company of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least 30 days in advance of their effective date. Revenue distribution will be based on the revised rates 45 days after the effective date of the tariff revisions. However, if the secondary Company fails to notify the Primary Company of a new rate within 30 days of its effective date, the Primary company may delay implementation of the new rate until the next month's revenue distribution cycle, and will not be required to adjust the previous bills retroactively.
- 2.2 Each party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this appendix.

3.0 Administration of Revenue Distribution

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.

4.0 Minutes of Use (MOUs) Development

4.1 The Parties will calculate the amount of FGA revenues due each Party, by determining the amount of FGA MOUs attributable to each Party as described

below. The Primary Company will then multiply the MOUs by the rates in the Secondary Company's applicable tariff to determine the amounts tentatively due to the Secondary Company.

4.2 <u>Terminating MOUs Development</u>

- 4.2.1 Actual monthly premium (charged at equal access end office) and non-premium (charged at non-equal access end offices) terminating FGA access MOUs for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.
- 4.2.2 Where the Primary Company cannot measure or identify the terminating FGA MOUs by end office, terminating MOUs will be total unmeasured MOUs allocated to the LATA. In this event, those MOUs will be distributed based upon the ratio of each Party s subscriber access lines, as identified in Exhibit B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

4.3 Originating MOUs Development

- 4.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs, billed by the Primary Company, to each Secondary Company s end office in the EAS calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ration of each Party s subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.
- 4.3.2 The parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside an EAS calling area.

5.0 Calculation of Revenue Distribution

- 5.1 The amount of premium or non-premium revenues due each party each month will be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues will be calculated by the Primary Company by multiplying each of the Secondary Company s effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 4.2.1 and 4.2.2.
- 5.2 Local Transport (or its equivalent under the Secondary Company s tariff and called Transport in this agreement) compensation will be determined for each

company by multiplying each of the Secondary Company s Transport rates by the appropriate MOUs (as calculated under Sections 4.2.1 and 4.2.2.) by the Secondary company s percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

6.0 Revenue Distribution Amounts, Monthly Statements And Payments

- 6.1 The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- 6.2 The monthly compensation statement will show, for each Secondary Office, separately:
- 6.2.1 The total number of non-premium or premium terminating MOUs and revenue.
- 6.2.2 The total number on non-premium or premium originating MOUs and revenues.
- 6.2.3 The total compensation due the Secondary Company, by rate element.
- 6.2.4 The number of terminating MOUs recorded by the Primary Company.
- 6.2.5 The number of originating MOUs estimated by the Primary Company pursuant to Section 4.3 contained herein.
- 6.2.6 The number of access lines used to prorate originating usage pursuant to Section 4.3 contained herein.
- 6.2.7 The percent ownership factor, if any, used to prorate Local Transport revenues.
- 6.2.8 Adjustments for uncollectibles.
- 6.3 Within 60 Calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

7.0 Miscellaneous Provisions

7.1 This appendix will remain in effect until terminated by thirty (30) calendar day s notice by either Party to the other.

EXHIBIT A

EAS Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company Secondary Office Company

CLLI CODE NPA-NXX ACCESS LINE

CLLI CODE

NPA-NXX

EXHIBIT B

Location for LATA Wide Termination

of Feature Group A Access Service in

Non-EAS Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE NPA-NXX Access Line

% Ownership of Transport Facilities LATA

APPENDIX WIRELESS

APPENDIX WIRELESS

This appendix sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for traffic originated on a Commercial Mobile Radio Service (CMRS) Provider's network and terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area (LATA). The Parties will be compensated under this Appendix only to the extent that they are not been compensated for Wireless Interconnection Service under other tariffs, settlement agreements, contracts or other mechanism. This Appendix is subject to the terms and conditions of applicable tariffs.

1.0 Definitions

- 1.1. <u>Wireless Interconnection Service</u> The interchange of traffic originated from a Commercial Mobile Radio Service (CMRS) Provider's Mobile Telephone Switching Office (MTSO) through SWBT's or the LSP's point of switching for termination on the relevant Party's wireline switching network.
- 1.2. <u>Commercial Mobile Radio Service (CMRS) Provider</u> A radio common carrier provider of domestic public cellular telecommunication service, as defined in Part 22, Part 24, or Part 90 of the FCC Rules and Regulations.
- 1.3. End Office A SWBT or LSP switching system where exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.
- 1.4. Local Access and Transport Area ("LATA") A geographic area marking the boundaries beyond which a Bell Operating Company formerly could not carry telephone calls pursuant to the terms of the Modification of Final Judgment (MFJ), U.S. vs. American Tel. & Tel. Co., 552 F.Supp. 131 (D.D.C. 1983), affirmed sub nom. Maryland v. United States, 460 U.S. 1001 (1983).
- 1.5. <u>Local Calling Area or Local Calling Scope</u> That area in which the message telephone exchange service between two or more end offices, without a toll charge, is provided.
- 1.6. <u>Minutes of Use (MOU)</u> For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company or MOU provided by the CMRS Provider to the Primary Company where the Primary Company is unable to measure the actual terminating usage.
- 1.7. Mobile Telephone Switching Office ("MTSO") A CMRS Provider's switching equipment or terminal used to provide CMRS Provider's switching services or, alternatively, any other point of termination designated by the CMRS Provider. The MTSO directly connects the CMRS Provider's customers within its licensed serving area to the Primary Company's facilities.

- 1.8. Primary Company The Party that provides the End Office or Tandem Office where the CMRS Provider chooses to connect terminating traffic. The Primary Company also bills the CMRS Provider for Wireless Interconnection Service.
- 1.9. Revenues Those monies the Primary Company bills and collects from the CMRS Provider for jointly provided Wireless Interconnection Service.
- 1.10. Secondary Company The Party that receives Terminating Traffic from the Primary Company.
- 1.11. <u>Tandem Office</u> A Party's switching system that provides an intermediate switching point for traffic between end offices or the network.
- 1.12. <u>Terminating Traffic</u> That traffic which is delivered by a CMRS Provider to the Primary Company for termination at a point on the intraLATA wireline switching network.

2.0 ADMINISTRATION OF REVENUE DISTRIBUTION

- 2.1. The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for calls terminating within a LATA. On jointly provided Wireless Interconnection Service, the Primary Company will distribute a portion of the Local Transport (LT) Revenues as described below with the Secondary Company for its part in terminating traffic from the CMRS Provider. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMRS Provider to the Secondary Company, as described below.
- 2.2. Distribution of revenues will be computed using the rate elements as defined in SWBT's applicable Wireless Interconnection Tariff.
- 2.3. For terminating traffic, actual monthly wireless MOU will be measured by the Primary Company for each office in the LATA or provided to the Primary Company by the CMRS Provider in those cases where the Primary Company is unable to measure the actual terminating usage.
- 2.4. Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the Primary Company will be determined by totaling the actual terminating MOU associated with each of the Secondary Company's end offices and multiplying those MOU by the appropriate rates as set out above. The LT revenues due to the Secondary Company will be determined for each Secondary Company end office by multiplying the billed MOU by the appropriate LT rate multiplied by the applicable end office percentage ownership of facilities listed in Exhibit A to this Appendix.
- 2.5. The Primary Company will prepare a revenue and usage statement on a monthly basis. Within 90 calendar days after the end of each billing period, except in cases of disputes, the Primary Company will remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution will be made for the revenue the Primary Company is unable to collect.

- 2.6. The revenue and usage statement will contain the following information:
 - 2.6.1. The number of MOU for each of the Secondary Company's end offices, the corresponding rate elements to be applied to the MOUs for each end office, and the resulting revenues;
 - 2.6.2. The total of the MOU and revenues for the Secondary Company;
 - 2.6.3. The percent ownership factor used to calculate the distribution of Local Transport revenues; and,
 - 2.6.4. Adjustments for uncollectibles.
- 2.7. The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Agreement. The Primary Company will start revenue distribution on usage within 60 calendar days from the date this Appendix is effective.

3.0 <u>TERMINATION PROVISIONS</u>

- 3.1. This Appendix shall remain in effect until terminated by either Party upon a minimum of 30 calendar days written notice by such Party to the designated representative of the other.
- 3.2. This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

4.0 MISCELLANEOUS PROVISIONS

- 4.1. Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.
- 4.2. Each party will promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

5.0 NOTICE

5.1.	In the event any notices are required under the terms of this Appendix, they shall be sent by
	registered mail, return receipt requested to:

if to SWBT			
if to LSP	- -	 	

EXHIBIT A TO APPENDIX WIRELESS

End Office Percent Ownership of Local Transport Facilities

CLLI Code

NPA-NXX

% Ownership of Transport Facilities

APPENDIX LIDB - AS

AGREEMENT FOR THE PROVISION OF DATA BASE ADMINISTRATION AND LINE INFORMATION DATA BASE (LIDB) STORAGE

This Appendix, between SWBT and Brooks Fiber sets forth the terms and conditions upon which SWBT will provide data base administration to store Brooks Fiber's line/billing records in SWBT's Line Information Data Base (LIDB).

WHEREAS, SWBT owns and maintains a Line Validation Administration System (LVAS) that provides facilities for adding, deleting, and changing information in LIDB; and

WHEREAS, SWBT maintains LIDB for various purposes, including the validation of alternately billed service (ABS) requests and the provision of other services; and

WHEREAS Brooks Fiber desires to have SWBT use LVAS to administer Brooks Fiber's line information cords for the provision of services set forth in the exhibits attached to this Appendix; and

WHEREAS SWBT is willing to provide, where equipment, processing capability and hardware configurations permit, such LVAS services and LIDB storage for Brooks Fiber; and

WHEREAS, SWBT owns and maintains a Sleuth System that provides facilities for ABS fraud monitoring; and

WHEREAS Brooks Fiber desires SWBT to use its Sleuth System for ABS fraud monitoring of its telecommunications traffic.

NOW, THEREFORE, in consideration of the mutual promises and undertakings made, the parties agree as follows:

1. DEFINITIONS

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

A. Alternate Billing Services (ABS) - A service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

- B. Billed Number Screening (BNS) A process which utilizes a database to determine specific characteristics and/or end user preferences with respect to a billed number.
- C. Calling Card Service (CCS) A service which enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.
- D. Data Base An integrated collection of related data. In the case of the LIDB, the data base is the line number and related line information.
- E. Data Base Administration Center (DBAC) The LIDB input center where the LVAS facility and administrative personnel are currently located.
- F. Exchange For the purpose of this Appendix, a specific NPA-NXX combination.
- G. Group Record Information in LIDB or LVAS that is common to all lines or billing records in an NPA-NXX or NPA-RAO.
- H. LIDB Editor A database editor located at the SCP where LIDB resides. LIDB editor provides emergency access to LIDB that bypasses the service management system for LIDB.
- I. Line Validation Administration System (LVAS) An off-line administrative system, used by SWBT to add, delete and change information in LIDB.
- J. Line Information Data Base (LIDB) The line information database, which is an ANSI SS7 database system, functions as a centralized repository for data storage and retrieval. LIDB supports validation and recording of ABS requests. LIDB also supports storage, retrieval and recording capabilities for other information that can be associated with an end user's line. Examples of such information are, or are expected to be, originating screening information, ZIP code data and calling name.
- K. Line Record Information in LIDB or LVAS that is specific to a single telephone number or special billing number.
- L. Personal Identification Number (PIN) A confidential four digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. The PIN is stored in the LIDB for those line numbers that have an associated calling card.
- M. Response A single response in a set of predefined expected responses to a request for information contained in a query from a computer processor.

- N. Toll Billing Exception (TBE) A LIDB option that allows end users to restrict third number billing or collect calls to their lines.
- O. Service Management System (SMS) An off-line system used to access, create, modify, or update information in LIDB. For the purposes of this appendix, the SMS for LIDB is LVAS.
- P. Sleuth An off-line administration system that SWBT uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences requiring fraud investigation. Detection parameters are based upon vendor recommendations and SWBT's analysis of collected data and are subject to change from time to time.
- Q. Special Billing Number (SBN) Account Groups Line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1).
- R. Tape Load Facility A separate data entry point at the SCP where LIDB resides. The Tape Load Facility provides direct access to LIDB for data administration that bypasses the service management system for SWBT's LIDB.
- S. Translation Type A code in the Signaling Connection Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries against the same exchange and Translation Type are routed to the same LIDB.

2. General Description

- A. SWBT's LIDB is connected directly to a service management system (i.e., LVAS), a database editor (i.e., LIDB Editor), and a tape load facility. Each of these facilities, processes, or systems, provide SWBT with the capability of creating, modifying, changing, or deleting, line/billing records in LIDB. SWBT's LIDB is also connected directly to an adjunct fraud monitoring system (i.e., Sleuth).
- B. SWBT will provide Brooks Fiber with access to LVAS, LIDB Editor, and tape load facility as set forth in this Appendix and the Exhibit or Exhibits attached hereto. SWBT warrants that the manner in which it provides such access to

Brooks Fiber will be equivalent to the manner in which SWBT provides such access to itself.

- C. SWBT will also provide Brooks Fiber with fraud alerts from Sleuth as set forth in this Appendix and in Exhibit IV (Sleuth). SWBT warrants that it will provide fraud alerts to Brooks Fiber using the same fraud monitoring parameters as SWBT uses for itself.
- D. From time-to-time, SWBT enhances its LIDB to create new services and/or LIDB functionalities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. SWBT will coordinate with Brooks Fiber to provide Brooks Fiber with the opportunity to update its data concurrent with SWBT's updates of SWBT's own data. Both parties understand and agree that some LIDB enhancements will require Brooks Fiber to update its line/billing records with new or different information.
- E. Charges for the provisioning of Data Base Administration and LIDB Storage are set forth in Exhibit II (Basis of Compensation).

3. Service Description

3.1 LVAS

LVAS provides Brooks Fiber with the capability to access, create, modify or update information in LIDB. LVAS has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

3.1.1 Service Order Entry Interface

- (A) The Service Order Entry Interface provides Brooks Fiber with unbundled access to SWBT's LVAS that is equivalent to SWBT's own service order entry process to LVAS. Service Order Entry Interface allows Brooks Fiber to electronically transmit properly formatted records from Brooks Fiber's service order process into LVAS.
- (B) Brooks Fiber's access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide SWBT with a security gateway for Brooks Fiber access to the Service Order Entry Interface. The RAF will verify the validity of Brooks Fiber's transmissions and limit Brooks Fiber's access to SWBT's Service Order Entry Interface to LVAS. Brooks Fiber does not gain access to any other SMS,

- interface, database, or operations support system through this Appendix.
- (C) SWBT will provide Brooks Fiber with the file transfer protocol specifications Brooks Fiber will use to administer Brooks Fiber's data over the Service Order Entry Interface. Brooks Fiber acknowledges that transmission in such specified protocol is necessary for SWBT to provide Brooks Fiber with Data Base Administration and Storage.
- (D) Brooks Fiber can choose the Service Order Entry Interface as its only interface to LVAS and LIDB or the Brooks Fiber can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.
- (E) SWBT will provide Brooks Fiber with SWBT-specific documentation for properly formatting the records Brooks Fiber will transmit over the Service Order Entry Interface.
- (F) Brooks Fiber understands that its record access through the Service Order Entry Interface will be limited to its own line/billing records.

3.1.2 Interactive Interface

- (A) The Interactive Interface provides Brooks Fiber with unbundled access to SWBT's LVAS that is equivalent to SWBT's access at its LIDB DBAC. Interactive Interface provides Brooks Fiber with the ability to have its own personnel access Brooks Fiber's records via an application screen that is presented on a computer monitor. Once Brooks Fiber has accessed one of its line/billing records, Brooks Fiber can perform all of the data administration tasks SWBT's LIDB DBAC personnel can perform on SWBT line/billing records.
- (B) SWBT will provide Brooks Fiber with Interactive Interface through a modem. Brooks Fiber understands that its record access through the Interactive Interface will be limited to its own line/billing records.
- (C) Brooks Fiber will use hardware and software that is compatible with LVAS hardware and software.

- (D) Brooks Fiber can choose to request the Interactive Interface as its only interface to LVAS and LIDB or the Brooks Fiber can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.
- (E) SWBT will provide Brooks Fiber with SWBT-specific documentation in the form of screen prints and prints of help screens.

3.1.3 Manual Interface

- (A) Manual Interface is available only if the Brooks Fiber has 1,000 line/billing records or less. Manual Interface allows Brooks Fiber to fax updates to SWBT's LIDB DBAC. SWBT's LIDB DBAC personnel will manually enter these faxed updates into LVAS for Brooks Fiber.
- (B) Manual Interface is not available with any other interface SWBT provides under this Appendix.
- (C) Brooks Fiber understands that its record access through the Manual Interface will be limited to its own line/billing records.

3.2 Tape Load Facility Interface

- (A) Tape Load Facility Interface provides Brooks Fiber with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this facility. Tape Load Facility Interface allows Brooks Fiber to create and submit magnetic tapes for input into LIDB.
- (B) The Tape Load Facility Interface is not an interface to LVAS. The Tape Load Facility Interface is an entry point to LIDB at the SCP where LIDB resides.
- (C) The Tape Load Facility Interface is available only when the amount of information is too large for LVAS to accommodate. Both parties agree that these situations normally occur during the initial load of Brooks Fiber's information into LIDB or when LIDB is updated for a new product. The Tape Load Facility Interface is not available for ongoing updates of information. Brooks Fiber may request the Tape Load Facility Interface only when its updates exceed 100,000 line/billing records over and above the Brooks Fiber's normal daily update processing.

- (D) Brooks Fiber will create its own tapes in formats specified in GR-446-CORE, Issue 2, June 1994, as revised. Such tapes will only include information associated with Brooks Fiber's line/billing records.
- (E) Brooks Fiber will deliver a separate set of tapes, each having identical information to each SCP node on which LIDB resides. SWBT will provide Brooks Fiber with the name and address of the SWBT employee designated to receive the tapes at each location.
- (F) In addition to the tapes Brooks Fiber will create and deliver to the SCP node locations, Brooks Fiber shall deliver an additional set of tapes to the LVAS System Administrator so that SWBT can load Brooks Fiber's updates into LVAS. Brooks Fiber understand that these additional tapes must contain information identical to the tapes delivered to the SCP nodes, but that the format will differ. SWBT shall provide Brooks Fiber SWBT-specific documentation for record formations of these additional tapes. SWBT shall use these tapes to create Brooks Fiber records in LVAS that correspond with the records being loaded into LIDB using the Tape Load Facility Interface. SWBT shall provide Brooks Fiber with the name and address of the SWBT System Administrator to whom the LVAS update tapes should be sent.
- (G) SWBT and Brooks Fiber shall negotiate mutually agreed upon dates and times for tape loads of Brooks Fiber data when such loads are the result of an Brooks Fiber request.
- (H) Brooks Fiber understands and agrees that its record access through the Tape Load Facility Interface is only for Brooks Fiber's own line/billing records. Brooks Fiber warrants that it shall not use the Tape Load Facility Interface to modify any group record. Brooks Fiber further warrants that it shall not use the Tape Load Facility Interface to modify any line/billing record not belonging to Brooks Fiber.

3.3 LIDB Editor Interface

- (A) LIDB Editor Interface provides Brooks Fiber with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides Brooks Fiber with emergency access to LIDB only when LVAS is unable to access LIDB or is otherwise inoperable.
- (B) LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SWBT employees. Brooks Fiber shall have access to SWBT employees authorized to access LIDB

Editor during the same times and under the same conditions that SWBT has access to LIDB Editor.

(C) Brooks Fiber understands that its record access through the LIDB Editor Interface is limited to its own line/billing records.

3.4 Audits

SWBT shall provide Brooks Fiber with access equivalent to SWBT's own access to LVAS audit functionalities.

3.4.1 LIDB Audits

- (A) This audit is between LVAS and LIDB. This audit verifies that LVAS records match LIDB records. The LIDB Audit is against all line records and group record information in LVAS and LIDB, regardless of data ownership.
- (B) SWBT shall run the LIDB audit continuously throughout each and every day.
- (C) SWBT shall create a "variance file" of all Brooks Fiber records that fail the LIDB audit. Brooks Fiber can access these files through the Interactive Interface.
- (D) Brooks Fiber shall investigate accounts that fail the LIDB audit and correct any discrepancies as set forth in paragraph 3(H). Brooks Fiber shall correct all discrepancies using the LVAS interface(s) Brooks Fiber has requested under this Appendix.

3.4.2 Billing System Audit

- (A) This type of audit is between LVAS and SWBT's billing system(s). This audit verifies that LVAS records match SWBT's billing system records.
- (B) SWBT shall provide Brooks Fiber with access equivalent to SWBT's own access to the billing system audit functionality. SWBT shall provide Brooks Fiber with a file containing Brooks Fiber records in LIDB. Brooks Fiber shall specify if the billing system audit tape will be delivered by either magnetic tape or electronically over the Service Order Entry Interface.
- (C) Brooks Fiber shall audit its LIDB accounts against Brooks Fiber's billing system and correct any discrepancies as set forth

in paragraph 4(H). Brooks Fiber shall correct all discrepancies using the LVAS interface(s) Brooks Fiber has requested under this Appendix.

- (C) SWBT shall provide Brooks Fiber scheduled and unscheduled billing system audits as set forth below:
 - (1) Scheduled Audits

SWBT shall provide Brooks Fiber with a billing system audit file twice per year. Such audit files will represent Brooks Fiber's entire data store in LVAS. The Parties shall mutually agree upon the dates such audit files will be provided.

(2) Unscheduled Audits

Brooks Fiber can request additional audit files and SWBT will work cooperatively to accommodate all reasonable Brooks Fiber requests for such additional audit files. Charges for additional audit files shall apply as set forth in Exhibit II (Basis for Compensation).

3.5 Sleuth

- (A) Sleuth notification provides Brooks Fiber with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation.
- (B) Sleuth historical reports are available to Brooks Fiber as set forth in Exhibit IV (Sleuth).

4. Manner of Provisioning

- (A) SWBT shall provide to Brooks Fiber, on request, SWBT-specific documentation regarding record formatting and associated hardware requirements for Brooks Fiber to access each of the interfaces SWBT provides for LIDB data administration.
- (B) Brooks Fiber shall obtain, at its own expense, all necessary documentation produced by non-SWBT entities such as Bellcore.
- (C) Magnetic tapes submitted by Brooks Fiber must conform to the hardware specifications of each SCP node where LIDB resides. This includes 9-track

and 8mm tapes as well as other site-specific limitations. SWBT shall provide Brooks Fiber with all magnetic tape hardware requirements upon request. Brooks Fiber shall create the magnetic tapes its submits for input into LIDB and LVAS over the tape load interface.

- (D) SWBT shall input information provided by Brooks Fiber into LIDB for the NPA-NXXs and/or NPA-RAOs set forth in Exhibit I, EXCHANGES TO BE ADMINISTERED, attached hereto and made a part hereof. Brooks Fiber shall provide all information needed by SWBT to support the services being requested. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, originating line number screening information, ZIP code information, and calling name information.
- (E) Brooks Fiber shall furnish, prior to the initial LVAS load, and as requested by SWBT thereafter, the following forecast data:
 - the number of working lines per account group
 - the number of working line numbers to be established
 - the average number of monthly changes to these records
 - the number of busy hour queries, by query type
 - the number of annual queries by query type

If SWBT, at its discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of Brooks Fiber information, SWBT shall notify Brooks Fiber of its intent to not provide to Brooks Fiber the Services under this Appendix and this Appendix will be void.

- (F) Brooks Fiber shall furnish all line records and group records in a format required by SWBT to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- (G) Brooks Fiber acknowledges that SWBT's LIDB is accessible by many telecommunications companies and that these telecommunications companies expect a high degree of accuracy in the response information provided to their queries. Brooks Fiber shall administer its data in such a manner that SWBT's accuracy of response information is not adversely impacted.
- (H) Brooks Fiber shall verify to SWBT the line information data residing in LVAS by reviewing the listing of line information data provided by SWBT's billing system audit file. Brooks Fiber shall provide to SWBT all additions, deletions, and corrections resulting from its verification on, or before, the fourteenth

business day following its receipt of line information verification reports produced by SWBT for audit processes.

- (I) SWBT shall provide the functionality needed to perform certain query/response functions on a call-by-call basis for the line/billing records of Brooks Fiber that reside in SWBT's LIDB. Those query/response functions SWBT will perform are set forth in the Exhibits.
- (J) With respect to all matters covered by this Appendix, each Party shall adopt and comply with SWBT standard operating methods and procedures and shall observe the rules and regulations which cover the administration of LVAS service and the Sleuth System, as set forth in SWBT practices. The Parties acknowledge that those practices may be changed by SWBT from time to time.
- (K) Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on SWBT's LIDB is, and remains, the responsibility of SWBT. Brooks Fiber acknowledges that SWBT, in its role as system administrator, may need to access any record in LIDB, including any such records of Brooks Fiber. SWBT shall limit such access to those actions necessary to ensure the successful operation and administration of SWBT's SCP and LIDB.
- (L) Brooks Fiber acknowledges that SWBT shall, in its sole discretion, allow or negotiate any access to SWBT's LIDB. Brooks Fiber does not gain any ability, by virtue of this Appendix, to determine which telecommunications companies are allowed to access information in SWBT's LIDB. Brooks Fiber acknowledges that when SWBT allows a query originator to access SWBT data in SWBT's LIDB, such query originators shall also have access to Brooks Fiber's data that is also stored in SWBT's LIDB.
- (M) Brooks Fiber acknowledges that SWBT does not have data screening capability in LIDB. Data Screening is the ability of a LIDB owner to deny complete or partial access to LIDB data or processes.

5. Billing

Compensation to SWBT for data storage and administration service and Sleuth services shall be based upon the rates set forth in Exhibit II (Basis of Compensation), attached hereto and made a part hereof. These rates will apply for one (1) year from the service effective date for each exchange. After one (1) year, SWBT may change the rates upon seventy-five (75) days' notice. SWBT may first give such notice seventy-five days before the end of the first year.

5.1 SWBT Responsibilities

- (A) SWBT shall determine, for billing purposes, the number of access lines that are administered for each NPA-NXX or NPA-RAO for which SWBT performs the database administration function on behalf of Brooks Fiber. SWBT shall quantify access lines monthly.
- (B) SWBT shall provide, upon written request, such data as is reasonably necessary to verify billing charges for data base administration update functions. SWBT shall provide this information in standard SWBT LVAS report formats.
- (C) SWBT shall provide such data, as is reasonably necessary, to enable the independent Billing Information Systems (IBIS) billing statements to be substantiated for query volumes of Brooks Fiber line/billing records that reside in SWBT's LIDB. SWBT shall provide this data to Brooks Fiber in standard Exchange Message Record (EMR) format.

5.2 Brooks Fiber Responsibilities

- (A) Brooks Fiber shall pay SWBT the amounts billed for the services rendered.
- (B) Brooks Fiber shall bill the appropriate charges to end users, on behalf of third parties who query LIDB and receive a response verifying the end user's willingness to accept the charges for the underlying call.
- (C) Brooks Fiber shall provide to third parties, that query LIDB and receive a response verifying an end user's willingness to accept charges of services supported by LIDB, all necessary billing information needed by the third party to bill for the services provided.

5.3 Compensation for Data Access

(A) Subject to the limitations in (B) below, SWBT shall compensate Brooks Fiber for queries against the data Brooks Fiber stores in SWBT's LIDB. Queries by SWBT and Brooks Fiber against the data Brooks Fiber stores in SWBT's LIDB shall be included in the count of queries for which Brooks Fiber will be compensated. SWBT shall compensate Brooks Fiber by paying a percentage of the amounts SWBT billed, or would have billed, for each query. Brooks Fiber acknowledges that the amount SWBT bills for LIDB queries against Brooks Fiber's data may differ by query type, by query originator, and/or may change over time. The percentage SWBT will use to

calculate such credits is set forth in Exhibit II (Basis of Compensation).

(B) Brooks Fiber acknowledges that SWBT's ability to provide such credit is based upon SWBT's ability to identify account ownership in LIDB. Brooks Fiber acknowledges that LIDB currently identifies account ownership only at the level of the group record (i.e., NPA-NXX or NPA-RAO). Brooks Fiber further agrees that SWBT will not provide such credit for Brooks Fiber accounts that reside in group records that also contain SWBT or other data owner accounts. SWBT agrees to work with its LIDB and switch vendors to attempt to develop the capabilities for SWBT to identify, and record for billing, the service provider of individual line/billing records. SWBT shall provide Brooks Fiber compensation if SWBT implements such capabilities in its network.

6. Liability

- (A) SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of LVAS, including any and all associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damages for which SWBT is held liable under this Appendix shall in no event exceed the amount of charges made for LVAS during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- (B) SWBT shall not be liable for any losses or damages arising out of SWBT's administration of Sleuth.
- (C) SWBT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.
- (D) Brooks Fiber agrees to release, indemnify, defend, and hold harmless SWBT from any and all claims, demands, or suits brought by a third party against SWBT, directly or indirectly, arising out of SWBT's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SWBT is found liable as a result of its sole negligence.

7. Disclaimer of Warranties

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 LVAS SERVICE, LIDB OR THE SLEUTH SYSTEM. ADDITIONALLY, SOUTHWESTERN BELL ASSUMES NO RESPONSIBLEILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY BROOKS FIBER WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

EXHIBIT I

EXCHANGES TO BE ADMINISTERED

SWBT shall provide service management system and other interface service capabilities to Brooks Fiber as set forth in this Appendix and attached Exhibit or Exhibits for the following Brooks Fiber exchanges:

EXCHANGE NAME	NPA NXX	NPA-RAO
	•	
		e th e

(Attach additional copies as needed)

EXHIBIT II

BASIS OF COMPENSATION

1. <u>COMPENSATION</u>:

All rates and charges contained in this section are applicable in all regulatory jurisdictions.

2. RATES AND CHARGES

A. Interfaces

1. Manual Interface		ace	Rate Per Initial Load	
	(a)	Initial		#272.00
		(1) (2)	per initial load per 100 line records	\$372.00
		· · ·	loaded	\$55.00
	(b)	_	ng Updates	Rate Per Month
		(1)	per month	\$51.00
		(2)	per 100 line records stored in LIDB	\$3.75
•			·	Ψ3.73
2.	Service Order Entry Interface			No Charge
3.	Interactive Interface		erface	No Charge
4.	Tape Load Facility Interface		cility Interface	Rate Per Load
	(a)		Load, all tapes	No Charge
	(b)	Non-I	nitial Load, all tapes	No Charge
5.	5. LIDB Editor			Rate Per Occurrence
	(a)			No Charge
6.	Sleuth			Rate Per Month
	(a)	Sleuth		·
		(per 10	00 lines stored in LIDB)	No Charge

(b) Historical Report

Rate Per Line Record
No Charge

B. Billing System Audit

Rate Per Audit

1. Scheduled Audit

No Charge

2. Non-scheduled Audit

No Charge

Credit per Query

C. Commission for Data Access

30%

EXHIBIT III

CALLING CARD AND BILLED NUMBER SCREENING VALIDATION

- (A) SWBT shall provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to:
 - 1. Validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment.
 - 2. Determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number.
 - 3. Determine whether the billed line is a public telephone number using the Class of Service information in the LIDB.
- B. Brooks Fiber shall bill the appropriate charges to end users, on behalf of third parties who query LIDB and receive a response validating the end user's willingness to accept the charges for the underlying call.

Approved and executed the	day of, 19
	Southwestern Bell Telephone Company
Ву	By
Title	Title
Date	Date

EXHIBIT IV

SLEUTH

- (A) SWBT shall provide Brooks Fiber with an alert notification, by fax, or another mutually agreed upon format, when SWBT's Sleuth system indicates the probability of a fraud incidence. SWBT will use the same criteria to determine fraud alerts for Brooks Fiber as SWBT uses for its own accounts.
- (B) Sleuth alert messages have four levels of priority. These levels are low, medium, high and urgent. Sleuth delivers alert messages to a queue in the Sleuth DBAC in priority order. Urgent alerts are prioritized first, followed by high, medium and low alerts (in that order).
- (C) SWBT's Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment. However, when Sleuth encounters a number of low priority alerts on the same account, Sleuth may upgrade the alert's status to a higher priority status.
- (D) When a Sleuth investigator determines that an urgent, high, or medium priority alert is for an Brooks Fiber account, the Sleuth investigator will print the alert for the queue and fax the alert to the Brooks Fiber. Sleuth alerts only identify potential occurrences of fraud. The Brooks Fiber receiving Sleuth alerts will need to perform its own investigations to determine whether a fraud situation actually exists. The Brooks Fiber will also need to determine what, it any action should it take as a result of a Sleuth alert.
- (E) SWBT's hours of operation for Sleuth are seven days a week, twenty-four hours per day (7X24). Brooks Fiber shall provide SWBT with a contact name and fax number for SWBT to fax alerts from SWBT's Sleuth DBAC.
- (F) SWBT shall provide Brooks Fiber with a Sleuth contact name and number, including fax number, for Brooks Fiber to contact the Sleuth DBAC.
- (G) For each alert notification SWBT provides to Brooks Fiber, Brooks Fiber may request a corresponding 30-day historical report of ABS-related query processing. Brooks Fiber may request up to three reports per alert. The charge for each historical report is set forth in Exhibit II (Basis of Compensation).

Approved and executed the	day of, 19
	Southwestern Bell Telephone Company
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Title	Title
Date	Date

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EXHIBIT V

CNAM SERVICE OUERY SERVICE

Upon receipt of the line/billing information from Brooks Fiber, in a format acceptable to SWBT, SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to identify the name associated with the line record.

Calling Name records are limited to fifteen characters. Brooks Fiber is responsible for providing all name truncations and/or abbreviations needed to limit a calling name to 15 characters. Brooks Fiber is also responsible for ensuring that its calling name data does not contain obscenities in English or other languages. Upon receipt of Calling Name data, in a format acceptable to SWBT, SWBT will provide the query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to identify the name associated with the line record.

CNAM Service Query is SWBT's service that allows customers to query SWBT's LIDB for calling name information. Calling Name information means a telecommunications company's records of all its subscribers' names associated with one or more ten-digit telephone numbers assigned to the end user.

Approved and executed the	day of, 19
·	Southwestern Bell Telephone Company
By	By
Title	Title
Date	Date

EXHIBIT VI

Single Number Service (SNS) Query Service

Upon receipt of the line/billing information from Brooks Fiber, in a format acceptable to SWBT, SWBT shall provide the functionality needed to perform the query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to identify the ZIP code associated with the line record.

Approved and executed the	day of, 19
	Southwestern Bell Telephone Company
By	By
Title	Title
Date	Date

EXHIBIT VII

Originating Line Number Screening (OLNS) Query

Upon receipt of the line/billing information for Brooks Fiber, in a format acceptable to SWBT, SWBT shall provide the functionality needed to perform the query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to identify the originating line screening requirements of the line record.

Brooks Fiber shall ensure that its OLNS data complies with the definitions and record formats set forth in GR-1149-CORE and GR-446-CORE.

Approved and executed the	day of, 19
	Southwestern Bell Telephone Company
Ву	By
Title	Title
Date	Date

APPENDIX LIDB-V

APPENDIX LIDB VALIDATION SERVICE

WHEREAS, the Parties are interested in purchasing each other's LIDB Validation Service (or equivalent service);

In consideration of the mutual promises contained herein, SWBT and Brooks Fiber agree as follows.

1. <u>Definitions</u>

- A. A-links means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- B. Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- C. Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data and performance of public telephone checks i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.
- D. Calling Card Service (CCS) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.
- E. Common Channel Signaling (CCS) Network means an out-of-band, packetswitched, signaling network used to transport supervision signals, control signals, and data messages. Validation Queries and Response messages are transported across the CCS network.
- F. Data Base means an integrated collection of related data. In the case of the LIDB, the data base is the line number and related line information.
- G. Data Owner means telecommunications companies that administer their own validation data in a party's LIDB or LIDB-like database.
- H. Line Information Data Base (LIDB) means an ANSI SS7 call-related database system. LIDB functions as a centralized repository for data storage and retrieval. SWBT's LIDB supports validation of ABS calls as well as certain other services.
- I. Line Record means information in LIDB that is specific to a single telephone number or special billing number.

- J. Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Nonrecurring charges are applicable for the establishment of LIDB Validation Service, service rearrangements, and service order activity.
- K. Originating Point Code (OPC) means a code assigned to identify Brooks Fiber's operator service system location(s).
- L. Personal Identification Number (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. The PIN is stored in LIDB for those line numbers that have an associated calling card.
- M. Query means a message in American National Standards Institute's (ANSI) standard SS7 signaling protocol which represents a request to a LIDB or LIDB-like database for Validation information.
- N. Query Rate applies to each Validation Query that is received at SWBT's LIDB for the validation of calling card and toll billing exception data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi public) telephone number.
- O. Query Transport Rate applies to each Validation Query transported from SWBT's STP to the SCP where LIDB resides and back. SWBT and Brooks Fiber shall list their STP locations in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.
- P. Response means an SS7 message which, when appropriately interpreted, represents an answer to a Query.
- Q. Service Order Charge is a nonrecurring charge that applies, per service order form, that specifies the Brooks Fiber's originating point codes (OPCs) of the Brooks Fiber's designated operator service systems sending the Validation Query or Queries.
- R. Service Control Point (SCP) is a CCS network node where Validation information resides.
- S. Service Point (SP) means a CCS network interface element capable of initiating and/or terminating SS7 messages from an end office.

- T. Service Rearrangements are changes to existing services which do not result in changes to previously established OPCs.
- U. Service Switching Point (SSP) means the software capability within a switching point that provides the SP with SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.
- V. Signaling System 7 (SS7) means the signaling protocol used by the CCS network.
- W. Signaling Transfer Point (STP) is the point where a Party interconnects with a CCS/SS7 network. In order to connect to SWBT's SS7 network, Brooks Fiber or a third party initiating Brooks Fiber's Validation Queries must connect with an SWBT STP in order to connect to SWBT's SCP.
- X. Special Billing Number means line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1).
- Y. Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.
- Z. Validation information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.

2. <u>Description of Service</u>

- A. SWBT shall provide Brooks Fiber access to Validation information whenever Brooks Fiber initiates a query from an SSP for Validation information available in SWBT's LIDB.
- B. All Brooks Fiber Queries to SWBT's LIDB shall use a translations type of 253 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. Brooks Fiber acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process Validation Queries to its LIDB.
- C. Brooks Fiber warrants SWBT that Brooks Fiber shall send Queries conforming to the ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. Both Parties acknowledge that transmission in said protocol is necessary for each party to provision Validation Service (or the equivalent thereof). Both Parties warrant that they shall send SS7

Messages that comply with ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. Each Party reserves the right to modify its network pursuant to other specifications standards, which may include Bellcore Specifications defining specific service applications, message types and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced a minimum of 180 days in advance of implementation through industry standard procedures. Each Party will work cooperatively to coordinate any necessary changes.

- D. Brooks Fiber acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT's CCS/SS7 network. Brooks Fiber further agrees that SWBT, in its sole discretion, shall employ certain automatic and/or manual overload controls within SWBT's CCS/SS7 network to guard against these detrimental effects. SWBT shall report to Brooks Fiber any instances where overload controls are invoked due to Brooks Fiber's CCS/SS7 network and Brooks Fiber agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- E. Prior to SWBT initiating service under this Appendix, Brooks Fiber shall provide an initial forecast of busy hour Query volumes. If, prior to the establishment of a mutually agreeable service effective date, in writing, SWBT, at its sole discretion, determines that it lacks adequate processing capability to provide Validation Service to Brooks Fiber, SWBT shall notify Brooks Fiber of SWBT's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.
- F. Brooks Fiber shall update its busy hour forecast for each upcoming calendar year (January December) by October 1 of the preceding year. Brooks Fiber shall provide such updates each year for the first three (3) years of this Appendix.
- G. SWBT will perform testing of the LIDB Validation Service in conjunction with CCS/SS7 Interconnection Service as outlined in Bellcore Technical References TR-NWT-000954, TR-TSV-000905, and TP 76638.
- H. SWBT supports the performance standards as defined in Section 7 of TR-TSV-000905. The overall end-to-end CCS/SS7 network objective is less than ten minutes unavailability per year from any Signal Point (SP) to any other SP. The performance objective for any single SP, including a Service Control Point (SCP), is less than three minutes unavailability per year. The combined link set from the

SCP to the Signal Transfer Point (STP) has a performance objective of less than two minutes unavailability per year.

- I. SWBT's LIDB Validation Service system downtime will be less than twelve hours per year. The response time for a Query, from switch transmission to reception, should not exceed one second for 99 percent of all Queries.
- J. SWBT shall administer its LIDB to provide acceptable service levels to all customers of SWBT's LIDB Validation Service. During periods of LIDB system congestion, SWBT will utilize an automatic code gapping procedure to control such congestion. The automatic code gapping procedure will tell Brooks Fiber's switch the gap (how long Brooks Fiber's switch should wait before sending another query) and the duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedure will tell SWBT's LIDB when to begin to drop one out of three queries received. This code gapping procedure will be applied uniformly to all users of SWBT's LIDB Validation Service. SWBT maintains the right to invoke manual intervention of the automatic code gapping procedure to preserve the integrity of its network.
- K. Brooks Fiber agrees that network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT's network and its LIDB Validation Service. Brooks Fiber further agrees to take immediate, corrective actions as are necessary to cure the conditions causing the overload situation.
- L. All access by Brooks Fiber to SWBT's LIDB shall occur through SWBT's regional STP as designated by SWBT.
- M. SWBT's LIDB shall contain a record for every SWBT working line number and Special Billing Number served by SWBT. Other telecommunications companies, including Brooks Fiber, may also store their data in SWBT's LIDB. SWBT shall request such telecommunications companies to also provide this data as well.
- N. SWBT shall update the LIDB information; e.g., add, delete, and modify customer accounts as customers move, become delinquent on their account, or order new service, on a daily basis. SWBT shall request other Data Owners to provide such updates in like time.
- O. SWBT has procedures in place to deactivate billing validation data in the event that such data is being used fraudulently or in the event end users exceed SWBT-defined limits on toll charges. SWBT shall update SWBT- issued calling cards

that SWBT suspects of being fraudulently used or exceeding SWBT-defined toll limits seven (7) days a week, 24 hours a day.

- P. SWBT's LIDB shall receive and respond to all Calling Card Service and Billed Number Screening queries, including SWBT's and Brooks Fiber's queries, as defined in Bellcore publications TR-NWT-000246, FR-NWT-000271, TR-TSV-000905, TR-NWT-000954 and SWBT's publication TP 6638. These procedures shall be applied uniformly to all users of SWBT's LIDB Validation Service.
- Q. SWBT's LIDB Validation Service shall provide the following functions on a per query basis:
 - validation of a telecommunications calling card account number stored in LIDB;
 - determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number:
 - determination of billed line as a public (including those classified as semi public) or nonworking telephone number.
- R. SWBT provides LIDB Validation Service as set forth in this Appendix only as such service is used for Brooks Fiber's activities as a local service provider in SWBT's traditional serving areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. SWBT provides a LIDB Validation Service for interexchange carriers, operator service providers, and other telecommunications companies under effective tariffs. Brooks Fiber agrees that any other use of SWBT's LIDB for the provision of LIDB Validation Service by Brooks Fiber, including, but not limited to, when Brooks Fiber acts as an Brooks Fiber outside of SWBT's traditional serving areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas, and/or acts as an operator service provider to other Brooks Fibers, local exchange companies, or any other telecommunications company, and/or acts as an interexchange carrier, will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.

3. Price and Payment

A. Brooks Fiber shall pay SWBT a Validation Query rate and a Query Transport Rate for each Query initiated into SWBT's LIDB. These rates are set forth in Exhibit I (Basis of Compensation).

- B. Brooks Fiber shall pay a Nonrecurring Charge for each request for establishment or change of existing LIDB Validation Service. The LIDB Validation Service Establishment Charge applies per originating point code per request and is set forth in Exhibit I (Basis of Compensation).
- C. Brooks Fiber shall pay a Service Order Charge for each request for service order activity. The Service Order Charge is set forth in Exhibit I (Basis of Compensation).
- D. Payment to SWBT for LIDB Validation Service shall be based upon the rates set forth in Exhibit I (Basis of Compensation), attached hereto and made a part thereof. These rates and charges will apply for one (1) year from the service effective date for each exchange. After one (1) year, SWBT may change the rates upon sixty (60) days' notice. SWBT may first give such notice sixty days before the end of the first year.
- E. SWBT shall record usage information for Brooks Fiber's Validation Queries terminating to SWBT's LIDB. SWBT shall use its SCPs as the source of usage data. SWBT shall aggregate usage by the point code of the Query-originating SSP.
- F. Based upon the data identified in SubSection 3.E of this Appendix, SWBT shall bill Brooks Fiber for its Validation Queries on a monthly basis. The bill will be issued by the fifteenth day of each month, and Brooks Fiber shall pay the bill within thirty (30) days of the bill issue date. Brooks Fiber shall pay late payment charges as applicable and as described in SWBT's Tariff FCC No. 73.
- G. SWBT shall provide sufficient information with the bill to enable Brooks Fiber to determine how the billed amount was calculated.
- H. Depending on Brooks Fiber's choice of method for transporting its Queries and Responses, Brooks Fiber may be required to purchase certain other services, especially services that may be provided pursuant to effective tariffs. In this event the prices, terms, conditions, and billing for such services will be specified in the applicable tariff(s) and this Appendix shall not be construed to circumvent the prices, terms, conditions, or billing as specified in the applicable tariff(s).
- I. If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party according to the terms of Subsection 3.F. above. Any adjustments relating to a disputed amount

shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest at the rate specified in Subsection 3.F. above, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.

- J. SWBT shall treat changes in previously established OPCs as a discontinuance of the existing LIDB Validation Service and establishment of a new LIDB Validation Service and all applicable Nonrecurring Charges shall be paid by Brooks Fiber.
- K. If Brooks Fiber acts as a telecommunications company other than a local service provider, or if Brooks Fiber acts as a local service provider in areas outside of SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas, Brooks Fiber shall designate those point codes from which it originates LIDB Validation Service Queries as an Brooks Fiber acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas from those point codes which originate LIDB Validation Service Oueries for all other aspects of its business. If Brooks Fiber uses the same OPC to originate Queries for its operations as an Brooks Fiber within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas as it does for any other aspect of its business, then Brooks Fiber shall provide SWBT with a percentage of use factor that SWBT can use to apportion Brooks Fiber's traffic between SWBT's terms, conditions, rates and charges under this Appendix and the terms, conditions, rates and charges under SWBT's appropriate and effective tariff. Brooks Fiber shall provide this factor in a whole number between one (1) and one hundred (100) to indicate the percentage of LIDB Validation Services Brooks Fiber originates as an Brooks Fiber acting as a local service provider within SWBT's traditional service area in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. A percentage of use factor of 1 (one) indicates that one percent of Brooks Fiber's LIDB Validation Service Queries originate as an Brooks Fiber acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. A percentage of use factor of 100 indicates that one hundred percent of Brooks Fiber's LIDB Validation Service Queries is from Brooks Fiber acting as a local service provider within SWBT's traditional service area in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- L. Such percentage of use factors will be provided by Brooks Fiber on the LIDB Access Service Order Form used to establish the service. All updates to this factor will provided via a letter. If Brooks Fiber does not furnish a percentage of

usage factor, Brooks Fiber agrees that SWBT will apply a percentage of usage factor of one percent (1%).

- M. Brooks Fiber shall update its percentage of use factors on a quarterly basis. Effective on the first of January, April, July and October of each year, Brooks Fiber shall forward to SWBT, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the percentage of use factors for the past three months ending the last day of December, March, June, and September, respectively, for each OPC from which Brooks Fiber originates LIDB Validation Service Queries. Both Parties agree that the revised report will serve as the basis for the next three months billing. Both Parties agree that no prorating or backbilling will be done based on the report. SWBT shall use the revised report to apportion usage rates, monthly rates, and nonrecurring charges until a revised report is received from Brooks Fiber as set forth and agreed to herein.
- N. SWBT may, upon written request by Certified U.S. mail (return receipt requested), require Brooks Fiber to provide call detail records which will be audited to substantiate the projected percentage of use factor provided by Brooks Fiber. SWBT may request this detailed information annually. If the audit results represent what SWBT considers to be a substantial deviation from Brooks Fiber's previously reported percentage of use for the period upon which the audit was based, and that deviation is not due to seasonal changes or other identifiable reasons, Brooks Fiber agrees to allow SWBT to request such call detail records more than once annually. Both parties agree that SWBT may make the call detail records available to an independent auditor or to SWBT audit employees within thirty (30) days of the request at an agreed upon location during normal business hours.
- O. If Brooks Fiber fails to comply with SWBT's request for auditable call detail records, SWBT may refuse additional applications for service and/or refuse to complete any pending orders for service for a period of thirty (30) days. If at the conclusion of thirty (30) days, Brooks Fiber still does not comply with this request, SWBT may apply an assumed percentage of use factor of one percent (1%).

4. Ownership of Validation Information

A. Telecommunications companies depositing information in SWBT's LIDB may retain full and complete ownership and control over such information. Brooks Fiber obtains no ownership interest by virtue of this Appendix.

- B. Unless expressly authorized in writing by parties, LIDB Validation Service is not to be used for purposes other than those described in this Appendix. Brooks Fiber may use LIDB Validation Service for those functions only on a call-by-call basis. Data accessed on LIDB may not be stored by Brooks Fiber elsewhere for future use.
- C. Proprietary information residing in SWBT's LIDB is protected from unauthorized access and Brooks Fiber may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:
 - Billed (Line/Regional Accounting Office (RAO)) Number
 - PIN Number(s)
 - Billed Number Screening (BNS) indicators
 - Class of Service (also referred to as Service or Equipment)
 - Reports on LIDB usage
 - Information related to billing for LIDB usage
 - LIDB usage statistics.
- D. Brooks Fiber shall not copy, store, maintain, or create any table or database of any kind after initiating, and based upon a Response to, a Validation Query to SWBT's LIDB.
- E. If Brooks Fiber acts on behalf of other carriers, Brooks Fiber shall prohibit its Query- originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind from any Response provided by SWBT after a Validation Query to SWBT's LIDB.
- F. SWBT will share end user information, pertinent to fraud investigation, with Brooks Fiber when validation queries for the specific end user reaches SWBT's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SWBT's LIDB.

5. Term and Termination

A. This Appendix shall become effective pursuant to Section XXVII (Effective Date) of the Statement and shall continue for one (1) year from the effective date of implementation of LIDB Validation Service. Thereafter, this Appendix shall remain in effect unless terminated by either party upon written notice given sixty (60) days in advance of the termination date.

- B. If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix immediately upon written notice.
- C. Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SWBT or Brooks Fiber to terminate the Appendix, SWBT and Brooks Fiber shall have no liability to the other in connection with such termination.

6. <u>Limitation of Liability</u>

- A. A Party's sole and exclusive remedies against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whither in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Validation Service.
- B. The remedies in Section 6(A) of this Appendix shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- C. In no event shall a Party have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Validation Service Query purchasers.
- D. SWBT is furnishing access to its LIDB or LIDB-like database in order to facilitate Brooks Fiber's provision of Alternate Billing Service to its end users, but not to insure against the risk of completion of an ABS-related call. While SWBT agrees to make every reasonable attempt to provide accurate Validation information, the Parties acknowledge that Validation information is the product of routine business service order activity and fraud investigations. Brooks Fiber acknowledges that SWBT can furnish Validation information only as accurate and current as the information has been provided to SWBT for inclusion in its LIDB. Therefore, SWBT, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Validation information records provided to Brooks Fiber except such inaccuracies caused by SWBT's willful or wanton misconduct or gross negligence.
- E. IN NO EVENT SHALL SWBT, ITS AFFILIATES, SUBSIDIARIES OR PARENT CORPORATION, (INCLUDING ITS DIRECTORS, OFFICERS,

EMPLOYEES OR AGENTS) HAVE ANY LIABILITY WHATSOEVER TO OR THROUGH BROOKS FIBER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER, EVEN IF BROOKS FIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Communication and Notices

A. Ordering and billing inquiries for the services described herein from SWBT shall be directed to the Local Service Provider Service Center (LSPSC). Ordering shall be done through the LSPSC using the form attached hereto as Exhibit III.

8. Confidentiality

- A. <u>Identification</u> SWBT and Brooks Fiber recognize and acknowledge that, in connection with the services to be provided hereunder, either may disclose to the other party proprietary or confidential customer, technical or business information in written graphic, oral or other tangible or intangible forms. In order for such information to be considered "<u>Proprietary Information</u>" under this Appendix, such information must be marked "Confidential" or "Proprietary" or bear a marking of similar import. Orally disclosed information shall be considered Proprietary Information only if contemporaneously identified as such and reduced to writing and delivered to the other party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
- B. <u>Nondisclosure</u>. Subject to Sections 8C through 8F, the Party (the "Receiving Party") that receives Proprietary Information from the other Party (the "Disclosing Party") agrees:
 - (1) That all Proprietary Information shall be and shall remain the exclusive property of the Disclosing Party.
 - (2) To limit access to such Proprietary Information to authorized employees and other individuals who have a need to know the Proprietary Information in order to perform its obligations under this Appendix.
 - (3) To keep such Proprietary Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received

Proprietary Information as it exercises in protecting its own Proprietary Information of a similar nature.

- (4) For a period of three (3) years following any disclosure, not to copy or publish or disclose such Proprietary Information to others or authorize anyone else to copy or publish or disclose such Proprietary Information to others without the prior written approval of the Disclosing Party.
- (5) To use such Proprietary Information only for purposes of performing its obligations under this Appendix and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- C. Required Disclosures. The Receiving Party agrees to give notice to the Disclosing Party of any demand to disclose or provide Proprietary Information of the Disclosing Party to another person, under lawful process, prior to disclosing or furnishing such Proprietary Information. Further, the Receiving Party agrees to reasonably cooperate if the Disclosing Party deems it necessary to seek protective The Receiving Party may disclose or provide Proprietary arrangements. Information of the Disclosing Party to meet the requirements of a court, regulatory body or government agency having jurisdiction over the Party; provided, however, that the Receiving Party shall notify the Disclosing Party so as to give the Disclosing Party a reasonable opportunity to object to such disclosure. The Disclosing Party may not unreasonably withhold approval of protective arrangements provided by any such court, regulatory body or government agency. Nothing herein requires either Party to support the position of any person or entity as to whether any particular Proprietary Information is proprietary under applicable law or this Section 8.
- D. <u>Exceptions</u>. Notwithstanding anything to the contrary contained in this Appendix, the Proprietary Information described herein shall not be deemed confidential or proprietary and the Receiving Party shall have no obligation to prevent disclosure of such Proprietary Information if such Proprietary Information:
 - (1) is already known to the Receiving Party;
 - (2) is or becomes publicly known, through publication, inspection of the product, or otherwise, and through no wrongful act of the Receiving Party;
 - (3) is received from a third party without similar restriction and without breach of this Section 8;
 - (4) is independently developed, produced or generated by the Receiving Party;

- (5) is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights; or
- (6) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization.
- E. <u>Permitted Uses</u>. SWBT shall be permitted to use Proprietary Information obtained through recording the volume of Brooks Fiber Queries for the purposes of: (a) estimation of facilities usage for jurisdictional separations; (b) engineering and network planning of facilities; and (c) measurement for billing purposes.
- F. <u>Legal Requirements</u>. Notwithstanding anything to the contrary contained in this Agreement, a Party's ability to disclose Proprietary Information or use disclosed Proprietary Information is subject all applicable statures, decisions, and regulatory rules concerning the disclosure and use of such Proprietary Information which, by their express terms, mandate a different handling of such information.

9. Mutuality

To the extent that Brooks Fiber stores its own Validation Information in a database, Brooks Fiber agrees that Validation Information shall be available to SWBT on terms and conditions comparable to those contained in this Appendix. Such terms and conditions shall include, but not be limited to, making such Validation Information available on a platform technically similar to that employed by SWBT, and at a rate comparable to that charged by SWBT.

10. Attached and incorporated herein are:

Exhibit I - Basis of Compensation

Exhibit II - Specifications and Standards

Exhibit III - LIDB Access Service Order Form

APPENDIX LIDB

EXHIBIT I

BASIS OF COMPENSATION

1. <u>COMPENSATION:</u>

All rates and charges contained in this section are applicable in all regulatory jurisdictions.

2. Rates and Charges

Α	LIDB Query	Rate Per Query
	1. Per LIDB Query Transport	\$0.0045
	2. Per LIDB Validation Query	\$0.0260
	- Billed Number Screening - Calling Card Count	
B.	LIDB Nonrecurring Charge	Nonrecurring Charge
	1. Per Originating Point Code (OPC)	\$15.10
	2. Per LIDB Validation Service Order Form	\$256.70

APPENDIX LIDB

EXHIBIT II

SPECIFICATIONS AND STANDARDS

TP 76638

Issuing OrganizationDocument NumberBellcoreTR-NWT-000246BellcoreTR-NWT-000271BellcoreTR-TSV-000905BellcoreTR-NWT-000954

SWBT

Southwestern Bell Telephone Company Customer Provided Factor Reports

<u>LIDB A</u>	CCESS VALIDATION SER	RVICES ORDER FORM
CUSTOMER NAME		
CARRIER CUSTOMER NAME ABE (CCNA - THREE ALPHA CHARAC	BREVIATIONTERS)	
CUSTOMER ADDRESS		· · · · · · · · · · · · · · · · · · ·
(IF DIFFERENT THAN COSTOMER	K NAME)	
ACCESS CUSTOMER NAME ABBI (ACNA - THREE ALPHA CHARAC		
CUSTOMER BILLING ADDRESS _ (IF DIFFERENT THAN CUSTOMER		
(IF DIFFERENT THAN CUSTOMER	R ADDRESS)	
CITY, STATE, ZIP CODE		
CUSTOMER BILLING CONTACT I	NAME AND TELEPHONE	NUMBER
		()
IF INCORPORATED:	· INCORP.; P - PARTNERS	,
STATE WHERE INCORP.	DATE INCORP.	
CHARTER NUMBER	·	·
PRES. NAME		OFC. TEL. NO. ()
V.P. NAME		OFC. TEL. NO. ()
SECT. NAME	,	OFC. TEL. NO. ()
TREA. NAME		OFC. TEL. NO. ()
IF PARTNERSHIP: PARTNERS NAME		OFC. TEL. NO. ()
PARTNERS NAME		OFC. TEL. NO. ()
PARTNERS NAME		OFC. TEL. NO()
PARTNERS NAME	· · · · · · · · · · · · · · · · · · ·	OFC. TEL. NO. ()
LETTER OF AGENCY DATED	SIGNATURE	

Southwestern Bell Telephone Company Customer Provided Factor Reports

^{*}THIS INFORMATION SHOULD BE OBTAINED BY THE LIDB CUSTOMER FROM THEIR CCS/SS7 INTERCONNECTION SERVICE PROVIDER.

Southwestern Bell Telephone Company Customer Provided Factor Reports

LIDB VALIDATION SERVICE CALLING NAME SERVICE				
ORIGINATING LINE NUMBER SCREENING				
ACT. TYPE	ORIGINATING POINT CODES:	ACT. TYPE	ORIGINATING POINT CODES:	
		·		
				
				
				
				
REMA	RKS			

DATE AND TIME RECEIVED IN THE CPOC

LIDB VALIDATION SERVICE CALLING NAME SERVICE				
ORIGINATING LINE NUMBER SCREENING				
ACT. TYPE	ORIGINATING POINT CODES:	:	ACT. TYPE	ORIGINATING POINT CODES:
				
	· · · · · · · · · · · · · · · · · · ·	:		
	· · · · · · · · · · · · · · · · · · ·			
	*1			
REMAR	RKS		· 	

DATE AND TIME RECEIVED IN THE CPOC

LIDB ACCESS VALIDATION SERVICE ORDER FORM

INSTRUCTIONS

THE LIDB ACCESS VALIDATION SERVICE ORDER FORM CONSISTS OF FOUR PAGES.

- PAGE 1 ALL THE INFORMATION ON THIS PAGE IS FOR ADMINISTRATIVE USE IN ESTABLISHING THE LIDB BILLING ACCOUNT. ALL OF THE INFORMATION IS REQUIRED ON THE INITIAL ORDER. ORDERS SUBMITTED SUBSEQUENT TO THE ESTABLISHED ACCOUNT WILL REQUIRE ONLY THE CUSTOMER'S NAME AND ADDRESS. THE OTHER ENTRIES WILL BE REQUIRED ONLY IF THERE IS A CHANGE TO THE ORIGINAL INFORMATION.
- PAGE 2 ALL THE INFORMATION ON PAGE TWO IS FOR THE REQUESTED ACTIVITY. THIS INFORMATION WILL ALWAYS BE REQUIRED.
- DESIRED DUE DATE/FIRM DUE DATE APPROXIMATE NUMBER OF NPA NXXs
 - ***DESIRED DUE DATE IS USED WHEN A FIRM DUE DATE HAS NOT BEEN COORDINATED WITH THE LIDB CUSTOMER PRIOR TO THE SUBMISSION OF THE ORDER FORM TO THE ICSC.

THE LIDB CUSTOMER WILL ENTER THEIR DESIRED DATE FOR THEIR LIDB SERVICE TO BE ESTABLISHED AND THE APPROXIMATE NUMBER OF NPA NXXs ASSOCIATED WITH THE NEW SERVICE.

IF THE ORDER IS FOR SUBSEQUENT ACTIVITY TO AN ESTABLISHED ACCOUNT, THE APPROXIMATE NUMBER OF NPA NXXs WILL NOT BE REQUIRED.

***FIRM DUE DATE IS USED WHEN THE CUSTOMER'S ACCOUNT MANAGER HAS COORDINATED WITH THE SNAC TO ESTABLISH THE DUE DATE PRIOR TO THE ORDER FORM BEING SENT TO THE CPOC.

PAGE 2 INSTRUCTIONS CONTINUED -

2. TYPE OF ACTIVITY

- N SHOULD BE ENTERED TO ESTABLISH A LIDB SERVICE CAN ALSO BE ENTERED TO ADD ADDITIONAL POINT CODES TO AN EXISTING SERVICE
- C SHOULD BE ENTERED TO ADD POINT CODES TO OR DELETE POINT CODES FROM AN EXISTING SERVICE
- D SHOULD BE ENTERED TO COMPLETELY DISCONNECT AN EXISTING SERVICE
- S SHOULD BE ENTERED TO MAKE A CHANGE ON A CURRENT ORDER PRIOR TO THE COMPLETION DATE (i.e., CHANGE DUE DATE, CORRECT POINT CODE(S), ETC.)
- 3. BILLING ACCOUNT NUMBER (BAN)

THE SWBT BILLING ACCOUNT NUMBER OF THE VALIDATION SERVICE AND/OR THE CALLING NAME SERVICE

IF THE ORDER IS FOR NEW SERVICE, THIS FIELD WILL BE BLANK

4. CUSTOMER ORDER CONTACT...

A CONTACT WITH THE CUSTOMER THAT THE CPOC CAN COORDINATE WITH FOR THE DESIRED DUE DATE OR CORRECTIONS TO AN ORDER.

5. CUSTOMER TECHNICAL CONTACT...

A TECHNICAL CONTACT WITH THE CUSTOMER THAT THE SWBT SNAC CAN COORDINATE WITH FOR THE PROVISIONING OF THE SERVICE.

6. CPOC SERVICE REP....

THE SWBT CPOC SERVICE REPRESENTATIVE THAT NEGOTIATES THE ORDER WILL ENTER THEIR NAME AND CONTACT INFORMATION.

7. SWBT CKR AND TWO SIX CODE

THIS INFORMATION WILL BE OBTAINED BY THE LIDB CUSTOMER FROM THEIR ORDER TO ESTABLISH THEIR CCS/SS7 INTERCONNECTION SERVICE OR FROM THEIR CCS/SS7 INTERCONNECTION SERVICE PROVIDER. THERE WILL ALWAYS BE FOUR LINKS FOR ACCESS TO THE LIDB.

INSTRUCTIONS FOR PAGES 3 & 4 -

LIDB HAS THREE QUERY SERVICES: VALIDATION, CALLING NAME (CNAM), AND ORIGINATING LINE NUMBER SCREENING (OLNS)

THERE IS NOT A SPECIFIC NUMBER OF POINT CODES REQUIRED FOR ANY LIDB SERVICE. THE LIDB CUSTOMER CAN SUBMIT AS MANY COPIES OF PAGES 3 & 4 AS REQUIRED FOR THEIR POINT CODES PER REQUEST.

THE VALIDATION, CNAM, AND OLNS WILL BE ESTABLISHED ON A SINGLE BILLING ACCOUNT. IF THE LIDB CUSTOMER WOULD LIKE SEPARATE BILLING ACCOUNTS, THEN SEPARATE BANS MUST BE REQUESTED (i.e. "ESTABLISH SEPARATE BILLING ACCOUNTS") IN THE BILLING ACCOUNT NUMBER FIELD ON PAGE 2. IF AN EXISTING LIDB CUSTOMER WANTS TO ESTABLISH THEIR LIDB CNAM ON A SEPARATE BILLING ACCOUNT, THEN THE LIDB CUSTOMER SHOULD ENTER "NEW BAN (OR SEPARATE BAN) FOR THE LIDB CNAM SERVICE" IN THE BILLING ACCOUNT NUMBER FIELD ON PAGE 2. THE SAME WILL APPLY FOR A SEPARATE BAN FOR OLNS. IN ORDER TO SET UP SEPARATE BILLING ACCOUNTS, THE POINT CODES FOR THE LIDB VALIDATION, CNAM, AND OLNS SERVICES CANNOT BE THE SAME. THE CUSTOMER WILL USE BOTH PAGES 3 & 4 TO SUBMIT THEIR POINT CODES SEPARATELY FOR SEPARATE BILLING ACCOUNTS.

1.	LIDB VALIDATION SERVICE	CALLING NAME SERVICE
	ORIGINATING LINE NUMBER SCR	EENING

ENTER A CHECK MARK OR AN "X" TO INDICATE WHICH OF THE LIDB SERVICES THE ORDER FORM IS REQUESTING TO ESTABLISH OR DELETE. IF ALL LIDB SERVICES ARE REQUESTED ON THE SAME ORDER, THE POINT CODES FOR EACH SERVICE MUST BE LISTED ON SEPARATE PAGES. THIS WILL ENABLE SWBT TO APPLY THE CORRECT NONRECURRING CHARGES.

2. ACTIVITY TYPES

IF A LIDB CUSTOMER NEEDS TO CHANGE AN EXISTING OPC ON AN ESTABLISHED ACCOUNT, THE "D" SHOULD BE USED TO INDICATE THE OPC CHANGING FROM AND THE "N" SHOULD BE USED TO INDICATE THE OPC CHANGING TO.

PAGES 3 & 4 INSTRUCTIONS CONTINUED -

LIST OF ORIGINATING POINT CODES AND ACTIVITY TYPE

ACTIVITY TYPES: N - ESTABLISHING OR ADDING NEW POINT CODE(S)

D - DELETE EXISTING POINT CODE(S)

PLEASE NOTE IN THE FOLLOWING EXAMPLES, THE ORDER FORM ACTIVITY IS THE ENTRY FROM PAGE 2, NUMBER 3. THIS IS NOT THE ACTIVITY TYPE.

EXAMPLE 1 - ORDER FORM ACTIVITY IS "N" TO ESTABLISH A NEW ACCOUNT AND SERVICE

ACT.

ORIGINATING POINT

ACT.

ORIGINATING POINT

TYPE

CODES:

TYPE

CODES:

N

XXX-XXX-XXX

N

XXX-XXX-XXX

EXAMPLE 2 - ORDER FORM ACTIVITY IS "C" TO CHANGE AN EXISTING POINT CODE OR TO ADD A NEW POINT CODE AND DELETE AN EXISTING POINT CODE

ACT.

ORIGINATING POINT

ACT.

ORIGINATING POINT

TYPE

CODES:

TYPE

CODES:

N

XXX-XXX-XXX

D

XXX-XXX-XXX

EXAMPLE 3 - ORDER FORM ACTIVITY IS "D" TO DISCONNECT THE ACCOUNT AND THE SERVICE

ACT.

ORIGINATING POINT

ACT.

ORIGINATING POINT

TYPE

CODES:

TYPE

CODES:

<u>D</u>

XXX-XXX-XXX

D

XXX-XXX-XXX

THE REMARKS SECTION MAY BE UTILIZED BY SWBT OR THE LIDB CUSTOMER.

THE DATE AND TIME RECEIVED WILL BE ENTERED BY THE SWBT CPOC UPON RECEIPT OF THE FORM.

AFTER THE FORM HAS BEEN COMPLETED, IT SHOULD BE MAILED OR FAXED TO THE SWBT ICSC IN ST. LOUIS, MISSOURI.

APPENDIX WP

Appendix WP

WHITE PAGES DIRECTORY APPENDIX

SWBT and LSP agree to the following terms and conditions for the printing and distribution of White Pages directories:

- 1. SWBT publishes White Pages directories for geographic areas in which LSP also provides local exchange telephone service, and LSP wishes to include listings information for its end users in the appropriate SWBT White Pages directories.
- 2. LSP also desires distribution to LSP's end users of the White Pages directories that include listings of LSP's end users.
- 3. NOW THEREFORE, in consideration of these premises, SWBT and LSP agree as follows:

I. SERVICE PROVIDED

- A. Subject to SWBT's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SWBT will include in appropriate White Pages directories the primary alphabetical listings of all LSP end users located within the local directory scope. The rules, regulations and SWBT practices are subject to change from time to time.
- B. Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the LSP shall furnish to SWBT, in a form acceptable to both Parties, subscriber listing information pertaining to LSP 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.
- C. LSP may provide LSP'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 or the LSP may choose to provide listings in the form of camera ready copy.
- D. If LSP provides its subscriber listing information to SWBT via a mechanical or manual feed of the listing information to SWBT's listing database, the LSP may specify whether its subscriber listings are to be interfiled (interspersed) in the directory among SWBT's subscriber listing information or included in a separate section of the White Pages directory.

Sixty (60) days prior to the business office close date for a particular directory, SWBT shall provide LSP a verification list of LSP's subscriber listings, as such

E. If LSP provides its subscriber listing information to SWBT in the form of camera ready copy, SWBT will include such listings as a separate section of the White Pages directory. SWBT shall provide LSP 60 days written notice of the date by which LSP must provide this information to SWBT.

or modifications within thirty (30) days of receipt of the list from SWBT.

- F. Sixty (60) days prior to the directory close, LSP shall provide to SWBT written specification of the total number of directories that the LSP will require, along with the number of directory(ies) that each LSP end user will require. Additionally, at that time if LSP has not already elected the initial or initial/subsequent pricing option, LSP shall then advise SWBT of its election. SWBT will provide one copy of the directory to LSP end users, unless otherwise instructed by the LSP.
- G. In its order to the directory printer, SWBT shall specify the number of copies that the LSP has requested of a particular directory. SWBT shall distribute the directory annually and shall make any subsequent distribution in accordance with the negotiated agreements.
- H. LSP shall be provided a single "Informational Page" in the informational section of the White Pages directory covering a geographic area. This page shall be no different in style, size, color and format than SWBT "Informational Pages". Sixty (60) days prior to the directory close date, the LSP shall provide to SWBT the "Informational Page" in the form of camera-ready copy.

II. USE OF SUBSCRIBER LISTING INFORMATION

LSP authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Appendix for the sole purpose of including the listings in the appropriate printed White Pages directory and directory assistance databases where such service is provided by SWBT.

III. <u>COMPENSATION</u>

A. The compensation rates for the services described herein are identified on WP-Exhibit I. For LSPs who provide subscriber listing information to SWBT via a mechanical or manual feed of the listings to SWBT's listings database, SWBT will assess an annual, per book copy, per subscriber line, charge when directories are delivered to LSP end user premises, or an annual, per book copy charge when delivered in bulk to LSP. Included in this rate, LSP will receive for its end user,

one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the LSP location. Alternately, should LSP so desire, SWBT agrees to provide to LSP for a monthly recurring charge, one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the LSP location.

- B. Where an LSP end user requires additional listings to appear in the White Pages directory, SWBT will assess LSP an annual charge for such listings at existing SWBT tariff rates.
- C. For any "Subsequent" directory delivery to LSP end users, SWBT shall charge LSP a per book copy charge. This rate is also applicable, per book copy, when subsequent directories are delivered in bulk to the LSP.
- D. For inclusion of the LSP "informational Page" in the White Pages directory, SWBT shall charge the LSP, an annual fee for inclusion in the Metropolitan area book.

IV. ASSIGNMENT

The subscriber listing information shall remain the property of LSP. Except as stated in Section II herein, SWBT shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT shall 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.

V. <u>LIABILITY</u>

- A. LSP hereby releases SWBT from any and all liability for damages due to errors or omissions in LSP's subscriber listing information as provided to SWBT under this Appendix, and/or LSP's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- B. LSP shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in LSP's subscriber listing information as it appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information. LSP shall so indemnify regardless of whether the demand, claim or

suit by the third party is brought jointly against LSP and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in LSP's subscriber listing information in the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of the LSP, in which event the LSP shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.

C. This Appendix shall not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

VI. <u>BREACH OF CONTRACT</u>

If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching party, whereupon this Appendix shall be null and void with respect to any issue of SWBT's White Pages directory published sixty (60) or more days after the date of receipt of such written notice.

VIII. TERM

- A. This Appendix shall continue in force for one year until terminated by 60 days prior written notice by either Party to the other. Upon termination, SWBT shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by LSP, and shall promptly return such subscriber listing information to the LSP.
- B. Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section V herein shall continue with respect to any directory published within sixty (60) days of termination.

Appendix WP

PRICE LIST - MISSOURI

PRICE PER BOOK COPY INITIAL DELIVERY ONLY TO BROOKS END USER

Springfield, Missouri	\$4.46
Kansas City, Missouri	\$4.46
Kansas City, Kansas	\$3.24

PRICE PER BOOK INITIAL & SUBSEQUENT DELIVERY TO BROOKS END USER

Springfield, Missouri	\$6.48
Kansas City, Missouri	\$6.48
Kansas City, Kansas	\$3.72

ADDITIONAL BOOK COPIES IN EXCESS OF INITIAL ORDER

All direct	ories/loca	lities ner	book conv	\$10.00 *
Y THE WILLOW	OTION IOOM	TIMOD DOI	COOK CODI	Ψ.V.V

PRICE PER SINGLE SIDED INFORMATIONAL PAGE

Springfield, Missouri	\$3,191.73
Kansas City, Missouri	\$3,191.73
Kansas City, Kansas	\$1,905.11

^{*}Requests for additional directories will be filled subject to availability

APPENDIX RESALE

Appendix RESALE

This Appendix sets forth the rates, terms and conditions for those services available for sale at retail to end users which are made available to LSPs by SWBT for resale.

TERMS AND CONDITIONS OF SERVICE

- 1. For services included in this Appendix, the rules and regulations associated with the corresponding tariffs apply except for applicable resale restrictions, which are offered through tariffs by SWBT to its end users and except as otherwise provided herein.
- 2. LSP shall only sell Plexar services to a single end user.
- 3. Except where otherwise explicitly provided in the corresponding tariffs, LSP shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service or except where SWBT permits such sharing by its own end users.
- 4. The LSP shall resell these telecommunications services only to the same class of customers to which SWBT sells the services, e.g. residence service may not be resold to business customers. LSP may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent LSP resells services that require certification on the part of the buyer, LSP will take all reasonable steps to ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission.
- 5. SWBT promotions of ninety (90) days or less shall not be available to the LSP for resale.
- 6. The LSP shall not use a resold service to avoid the rates, terms and conditions of SWBT's corresponding retail tariff.
- 7. The LSP shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that LSP may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 8. Except where otherwise required by law, LSP shall not, without SWBT's written authorization, offer the resale services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates, nor shall the LSP state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications

services to its own customers. The LSP may brand services included in this Appendix with its own brand name, but SWBT will not provide for LSP branding of those services.

- 9. SWBT shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. LSP shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered at retail by SWBT as the incumbent local exchange carrier to its end users.
- 10. An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.
- 11. Prior to when a mechanized ordering process is in place and used by LSP, when LSP converts an end user currently receiving non-complex service from the SWBT network, without any changes to SWBT's network, LSP will be charged a per-order conversion charge of \$25.00 in Kansas and Missouri. When LSP converts an end user with non-complex service and adds or changes are made to the network, the respective \$25.00 conversion charge will apply, as well as any normal service order charges associated with said changes. All nonrecurring service connection charges, excluding the conversion charge mentioned above, will be charged at a discount for those services listed in the attachments to this Appendix. Complex conversion orders will be charged at a rate of \$125.00. Custom Services conversions (e.g., Plexar Custom) will be handled on a Customer Specific Proposal basis. After a mechanized ordering process is in place and is used by LSP, the per order conversion charges shall be modified to reflect the cost in the mechanized environment.
- 12. For the purposes of ordering service under this Appendix, all requests for service shall be handled as an initial request for service. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on SWBT's network, regardless of the non-facilities based local service provider of record.
- 13. If the LSP is in violation of a provision of this Appendix, SWBT will notify the LSP of the violation in writing. Such notice must refer to the specific provision being violated. At such time, the LSP will have thirty (30) days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT will then bill the LSP for the charges which should have been collected by SWBT or the actual revenues collected by the LSP from its end users for the stated violation, whichever is greater. Should the LSP dispute the violations, it must notify SWBT in writing within fourteen (14) days of receipt of notice from SWBT. Disputes will be resolved as outlined in Section XVIII of the Agreement.

ANCILLARY SERVICES

- 1. Where available, SWBT will afford LSP end users with the ability to make 911 calls. LSP shall be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the Public Safety Answering Point (PSAP).
- 2. Where requested by SWBT, the LSP shall provide SWBT with accurate and complete information regarding end users in a format and time frame prescribed by SWBT, for purposes of 911 administration.
- 3. SWBT shall provide LSP's end users access to SWBT Directory Assistance Service. LSP shall pay SWBT amounts attributable to Directory Assistance services used by LSP's end users. Discounts associated with the utilization of Directory Assistance Service are outlined in the attachments to this Appendix.
- 4. SWBT shall provide, at no additional charge, a straight line listing of the LSP end user in the appropriate SWBT local White Pages. Subscriber listing information on resold lines shall remain the property of SWBT.
- 5. Additional Listing services (e.g., foreign or signature listings) can be purchased by LSP for its end users on a per listing basis. LSP shall pay SWBT amounts attributable to Additional Listing services used by LSP's end users. The attachments outline the discounts associated with such additional listing services.
- 6. SWBT or its agents will deliver local White Pages directories to LSP end user's premises at the same time and under the same conditions that such directories are delivered to SWBT end users.
 - LSP end users shall be entitled to one directory per basic residential or business line provided by SWBT pursuant to this Agreement.
 - SWBT, or its agents, shall deliver a White Pages Directory to LSP end users' premises at the same time that such directories are delivered to SWBT end users. If an LSP's end user already has a current SWBT directory, SWBT shall not be required to deliver a directory to that end user until new directories are published for that end user's location.
- 7. SWBT shall provide LSP's end users access to SWBT's Operator Services. LSP shall pay SWBT amounts attributable to Operator Services used by LSP's end users. Discounts associated with the utilization of Operator Services features are outlined in the attachments to this Appendix.

RESPONSIBILITIES OF SWBT

1. SWBT shall allow LSP to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile

until electronic interface capability has been established. SWBT, with input from LSP, shall provide interface specifications for electronic access for these functions to LSP once such electronic interfaces become technically feasible and are in place. However, LSP shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available, as outlined in Appendix OSS.

- 2. SWBT shall implement LSP service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users.
- 3. LSP will have the ability to report trouble for its end users to appropriate SWBT trouble reporting centers 24 hours a day, 7 days a week. LSP will be assigned a customer contact center when initial service agreements are made. LSP end users calling SWBT will be referred to LSP at the number provided by LSP.

Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers dated 11/15/95, as amended by SWBT from time to time. Both parties agree to abide by the procedures contained therein.

- 4. SWBT will provide LSP with the detailed billing information in a standard electronic format necessary for LSP to issue a bill to its end users. On no less than 60 days advance written notice, LSP will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services. LSP agrees to pay SWBT \$.003 per message.
- 5. SWBT shall make telecommunications services that SWBT provides at retail to subscribers who are not telecommunications carriers available for resale consistent with its obligation under §251(c)(4)(A) of the Telecommunications Act. SWBT currently uses the Accessible Letter process to notify LSP of new services available for resale during the term of this Agreement. The notification shall advise LSP of the category in which such new service shall be placed and the same discount already applicable to LSP in that category shall apply to the new service. Should SWBT change its notification procedures to the LSP, the notice will be no less prompt than the Accessible Letter.

Furthermore, to the extent that a federal or state regulatory agency adopts a final order establishing wholesale discounts under §252(d)(3) of the Telecommunications Act, which is not stayed and which directs SWBT to apply state-specific wholesale discount percentages which are different from those incorporated within this Agreement, either Party shall have the option of converting to that discount level upon ten (10) days written notice to the other Party.

6. LSP end user's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC) or its Annoying and Anonymous Call Bureau. SWBT shall notify LSP of requests by its end users to provide the call records to the proper authorities. Subsequent communication and resolution of the case with LSP's end user (whether that end user is the victim or the suspect) will be coordinated through the LSP.

LSP understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information shall be provided. It shall be the LSP's responsibility to provide additional information necessary for any police investigation. LSP shall indemnify SWBT against any claims that insufficient information led to inadequate prosecution. SWBT shall handle law enforcement requests consistent with the Miscellaneous-Law Enforcement Section of the Interconnection Agreement.

7. LSP may offer to resell Customer Initiated Suspension and Restoral Service to their end users. SWBT will offer to LSP Company Initiated Suspension service for their own purposes at the SWBT retail tariffed rate. Should LSP choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If LSP issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should LSP issue a disconnect after the fifteen (15) day suspension period, LSP will be responsible for all appropriate charges on the account back to the suspension date. Should LSP restore their end user, restoral charges at the SWBT retail tariffed rate will apply and LSP will be billed for the appropriate service from the time of suspension.

RESPONSIBILITIES OF LSP

- 1. Prior to submitting an order under this Agreement, LSP shall obtain end user authorization as required by applicable state or federal laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. SWBT shall abide by the same applicable laws and regulations.
- Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies SWBT or LSP that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user. SWBT shall be free to connect the end user to any local service provider based upon the local service provider's request and local service provider's assurance that proper end user authorization has been obtained. LSP shall make authorization available to SWBT upon request and at no charge.
- 3. When an end user changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user's authorized agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 4. Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party

or a third party. If SWBT, on behalf of LSP, agrees to investigate an alleged incidence of slamming, SWBT shall charge LSP a \$50 investigation fee.

5. When SWBT receives an order from LSP for services under this Agreement and SWBT is currently providing the same services to another local service provider for the same end user, SWBT shall notify the end user's local service provider of record of such order coincident with processing the order, should LSP subscribe to the Local Disconnect Report (LDR) as outlined below. It shall then be the responsibility of the local service provider of record and LSP to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple LSPs or from SWBT.

On no less than 60 days notice, LSP may request the LDR., SWBT agrees to furnish to LSP the Billing Telephone Number (BTN), Working Telephone Number (WTN), and terminal number of all end users who have disconnected LSP's service. LSP understands and agrees that the CARE interface will be used to provide such information and such information will only be available via the CARE electronic data transmission. Information will be provided on a per WTN basis to be priced on a per WTN basis. SWBT will provide LSP no less than 30 days notice prior to any change of the per-WTN charge. SWBT grants to LSP a non-exclusive right to use the information provided by SWBT. LSP will not permit anyone but its duly authorized employees or agents to inspect or use this information. LSP agrees to pay SWBT \$0.10 per WTN and any applicable transmission charges for the LDR.

- 6. The LSP agrees to hold harmless and indemnify SWBT against any and all liability and claims, including reasonable attorney's fees, that may result from SWBT acting under this Article.
- 7. LSP is solely responsible for the payment of charges for all services furnished under this Appendix including, but not limited to, calls originated or accepted at LSP's location and its end users' service locations, with the exception of any retail services provided directly by SWBT to the end user which SWBT shall be responsible for billing.

Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SWBT for billing to resold end-user accounts will be returned as unbillable and will not be passed on to LSP for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SWBT.

8. SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by LSP. All applicable rates and charges for such services will be billed to and shall be the responsibility of LSP, with the exception of other retail services provided directly to the end user by SWBT as described in paragraph 7 above.

Compensation for all services shall be paid regardless of a Party's ability or inability to collect charges from its end user for such service.

- 9. If LSP does not wish to be responsible for collect, third number billed, toll, information services (e.g., 900) calls, it must order the appropriate blocking for resold lines under this Appendix and pay any applicable charges. LSP acknowledges that blocking is not available for certain types of calls, including 800 numbers.
- 10. LSP shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Appendix.
- 11. LSP shall be responsible for providing to its end users and to SWBT a telephone number or numbers that LSP's end users can use to contact LSP in the event of service or repair requests. In the event that LSP's end users contact SWBT with regard to such requests, SWBT shall inform the end user that they should call LSP and may provide LSP contact number. The requirements herein are subject to additional terms and conditions in Section VI.E.2. (Support System Services) of the Agreement.

PROCEDURES FOR NONPAYMENT AND DISCONNECTION

- 1. If LSP fails to pay when due, any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges), and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, SWBT shall notify LSP in writing that in order to avoid having service disconnected, LSP must remit all Unpaid Charges to SWBT within fourteen (14) business days.
- 2. If LSP disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform SWBT in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to SWBT all undisputed charges; and pay all disputed charges into an interest bearing escrow account.
- 3. Disputes hereunder shall be resolved in accordance with the procedures identified in the Dispute Resolution section of the Interconnection Agreement. Failure of LSP to pay charges deemed owed to SWBT after conclusion of the Arbitration shall be grounds for termination under this section.
- 4. If any LSP charges remain unpaid or undisputed twenty-nine (29) days past the due date, SWBT shall notify LSP, the Commission and the end user's IXC(s) of Record in writing, that unless all charges are paid within sixteen (16) days, LSP's service shall be disconnected and its end users shall be defaulted to SWBT local service. SWBT will also suspend order acceptance at this time.
- 5. If any LSP charges remain unpaid or undisputed forty (40) days past the due date, LSP shall, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for LSP failure to pay Unpaid Charges,

and that its end users must affirmatively select a new local service provider within five (5) days. The notice shall also advise the end user that SWBT will assume the end user's account at the end of the five (5) day period should the end user fail to select a new local service provider.

- 6. If any LSP charges remain unpaid or undisputed forty-five (45) days past the due date, SWBT shall disconnect LSP and transfer all LSP's end users who have not selected another local service provider directly to SWBT's service. These end users shall receive the same services provided through LSP at the time of transfer. SWBT shall inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from LSP to SWBT shall be assessed to LSP.
- 7. Within five (5) days of the transfer (50 days past LSP's due date), SWBT shall notify all affected end users that because of an LSP's failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a local service provider.
- 8. SWBT may discontinue service to LSP upon failure to pay undisputed charges as provided in this section, and shall have no liability to LSP or LSP end users in the event of such disconnection.
- 9. If any end user fails to select a local service provider within thirty (30) days of the change of providers (80 days past LSP's due date), SWBT shall terminate the end user's service. SWBT shall notify the Commission and the end user's IXC of Record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
- 10. Nothing herein shall be interpreted to obligate SWBT to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT may have with regard to such end users.
- 11. After disconnect procedures have begun, SWBT shall not accept service orders from LSP until all unpaid charges are paid. SWBT shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to LSP after disconnect for nonpayment.

APPLICABILITY OF THIS APPENDIX

Upon approval of this Agreement by the Commission, the provisions of this Appendix shall supersede the provisions of the SWBT/Brooks Resale Agreement, dated February 6, 1997.

ISDN Digilinesm

Southwestern Bell's Resale Product* List - Residence Missouri

2/8/97

AVOIDED COST DISCOUNTS RECURRING **NON-RECURRING LOCAL EXCHANGE SERVICE** Life Line and Link Up America Services 13.2% 13.2% Residence 1 Party 13.2% 13.2% Residence Measured 13.2% 13.2% **EXPANDED LOCAL CALLING** Mandatory EAS 13.2% 13.2% **Optional Metropolitan Calling Area** 13.2% 13.2% **CALL MANAGEMENT SERVICES** 13.2% 13.2% Auto Redial 13.2% 13.2% Call Blocker 13.2% 13.2% Call Forwarding 13.2% 13.2% Call Forwarding - Busy Line 13.2% 13.2% Call Forwarding - Busy Line/Don't Answer 13.2% 13.2% Call Forwarding - Don't Answer 13.2% 13.2% Call Return 13.2% 13.2% Call Trace 13.2% 13.2% Call Waiting 13.2% 13.2% Calling Name 13.2% 13.2% **Calling Number** 13.2% 13.2% ComCall® 13.2% 13.2% Personalized Ring (1 dependent number) 13.2% 13.2% Personalized Ring (2 dependent numbers - 1st number) 13.2% 13.2% Personalized Ring (2 dependent numbers - 2nd number) 13.2% 13.2% Priority Call -13.2% 13.2% Remote Access to Call Forwarding 13.2% 13.2% Selective Call Forwarding 13.2% 13.2% Simultaneous Call Forwarding 13.2% 13.2% Speed Calling 8 13.2% 13.2% Three Way Calling 13.2% 13.2% **DIRECTORY ASSISTANCE SERVICES** 13.2% 13.2%

13.2%

13.2%

Some products not available in all areas.
 Resale products available subject to state and federal rules, regulations and tariffs.

AVOIDED COST DISCOUNTS RECURRING **NON-RECURRING OTHER Customer Alerting Enablement** 13.2% 13.2% **Grandfathered Services** 13.2% 13.2% 13.2% 13.2% **Hot Line Local Operator Assistance Service** 13.2% 13.2% 13.2% 13.2% **Packages** Promotions (greater than 90 days) 13.2% 13.2% Preferred Number Service 13.2% 13.2% **Toll Restriction** 13.2% 13.2% Voice Dial 13.2% 13.2% Warm Line 13.2% 13.2% TOLL 900 Call Restriction 13.2% 13.2% Home 800sm 13.2% 13.2% IntraLATA MTS 13.2% 13.2% Billed Number Screen (Toll Billing Exception) 13.2% 13.2% **NON-TELECOMMUNICATION SERVICES** Bill Plussm 13.2% 13.2% Consolidated Billing 13.2% 13.2% **Customer Initiated Suspension and Restoral Service** 0.0% 0.0% **Enhanced Directory Listings** 13.2% 13.2%

1:

^{*} Some products not available in all areas.

Southwestern Bell's Resale Product* List - Business Missouri

LOCAL EXCHANGE SERVICE	AVOIDED COST DISCOUNTS RECURRING NON-RECURRING		
Business 1 Party	13.2%	13.2%	
Business - Multi-Line Hunting	13.2%	13.2%	
Business - Measured	13.2%	13.2%	
Business - Measured (HTG Class of Service)	13.2%	13.2%	
Semi Public Coin Telephone Service	13.2%	13.2%	
·		10.275	
EXPANDED LOCAL CALLING		•	
Mandatory EAS	13.2%	13.2%	
Optional Metropolitan Calling Area	13.2%	13.2%	
CALL MANAGEMENT SERVICES			
Auto Redial	13.2%	13.2%	
Call Blocker	13.2%	13.2%	
Call Forwarding	13.2%	13.2%	
Call Forwarding - Busy Line	13.2%	13.2%	
Call Forwarding - Busy Line/Don't Answer	13.2%	13.2%	
Call Forwarding - Don't Answer	13.2%	13.2%	
Call Return	13.2%	13.2%	
Call Trace	13.2%	13.2%	
Call Waiting	13.2%	13.2%	
Calling Name	13.2%	13.2%	
Calling Number	13.2%	13.2%	
ComCali [®]	13.2%	13.2%	
Personalized Ring (1 dependent number)	13.2%	13.2%	
Personalized Ring (2 dependent numbers - 1st number)	13.2%	13.2%	
Personalized Ring (2 dependent numbers - 2nd number)	13.2%	13.2%	
Priority Call	13.2%	13.2%	
Remote Access to Call Forwarding	13.2%	13.2%	
Selective Call Forwarding	13.2%	13.2%	
Simultaneous Call Forwarding	13.2%	13.2%	
Speed Calling 30	13.2%	13.2%	
Three Way Calling	13.2%	13.2%	
DID	10.273	13.270	
DID (First Block of 100 - Category 1)	13.2%	13.2%	
DID (First Block of 10 - Category 1)	13.2%	13.2%	
DID (Ea. adl. block of 10 after first 10 - Category 1)	13.2%	13.2%	
DID (Ea.adl. block of 100 after first 100 - Category 2)	13.2%	13.2%	
DID (with dial pulse)	13.2%	13.2%	
DID (with Mutlifrequency)	13.2%	13.2%	
DID (with Dual-Tone Multifrequency)	13.2%	13,2%	
TRUNKS	•••		
Trunk	13.2%	13.2%	

^{*} Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.

Attachment B

Southwestern Bell's Resale Product* List - Business Missouri

	AVOIDED COST DISCOUNTS	
	RECURRING	NON-RECURRING
<u>AIN</u>	· · · · · · · · · · · · · · · · · · ·	_
Area Wide Networking	13.2%	13.2%
Disaster Routing Service	13.2%	13.2%
Intelligent Redirect sm	13.2%	13.2%
IntelliNumber	13.2%	13.2%
Positive ID	13.2%	13.2%
OTUED .		
OTHER Customer Alexing Englishment	13.2%	13.2%
Customer Alerting Enablement Grandfathered Services	13.2%	13.2%
	13.2%	13.2%
Hot Line	13,2%	13.2%
Hunting	13.2%	13.2%
Local Operator Assistance Service	13.2%	13.2%
Night Number associated with Telephone Number Night Number associated with a Terminal	13.2%	13.2%
•	13.2%	13.2%
Packages Promotions (amotor than 90 days)	13.2%	13.2%
Promotions (greater than 90 days)		
Telebranch®	13.2%	13.2%
Toll Restriction	13.2%	13.2%
TouchTone (Business)	13.2%	13.2%
TouchTone (Trunk)	13.2%	13.2%
Voice Dial	13.2%	13.2%
Warm Line	13.2%	13.2%
<u>ISDN</u>		
Digiline sm	13.2%	13.2%
Select Video Plus®	13.2%	13.2%
Smart Trunk sm	13.2%	13.2%
DIRECTORY ASSISTANCE SERVICES	13.2%	13.2%
TOLL		
800 Service	13.2%	13.2%
900 Call Restriction	13.2%	13.2%
Billed Number Screen (Toll Billing Exception)	13.2%	13.2%
IntraLATA MTS	13.2%	13.2%
MaxiMizer 800®	13.2%	13.2%
OutWATS	13.2%	13.2%
PLEXAR®	40.00	40.00/
Plexar I®	13.2%	13.2%
Plexar II®	13.2%	13.2%

^{*} Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.



Southwestern Bell's Resale Product* List - Business Missouri

	AVOIDED COST DISCOUNTS		
	RECURRING	NON-RECURRING	
PRIVATE LINE			
Analog Private Lines	13.2%	13.2%	
Business Video Service	13.2%	13.2%	
DOVLink	13.2%	13.2%	
Frame Relay	13.2%	13.2%	
MegaLink II [®]	13.2%	13.2%	
MegaLink III®	13.2%	13.2%	
MicroLink I®	13.2%	13.2%	
Multi Point Video	13.2%	13.2%	
Network Recongiguration Service	13.2%	13.2%	
NON-TELECOMMUNICATION SERVICES			
Bill Plus sm	13.2%	13.2%	
Consolidated Billing	13.2%	13.2%	
Customer Initiated Suspension and Restoral Service	0.0%	0.0%	
Enhanced Directory Listings	13.2%	13.2%	

^{*} Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.

APPENDIX SS7

Appendix SS7

APPENDIX FOR THE PROVISION OF SS7 SERVICE

This Appendix sets forth the terms and conditions under which SWBT shall provide to Brooks Fiber certain Common Channel Signaling/Signaling System 7 (CCS/SS7) services, herein referred to as "SS7 Service".

This Appendix provides for the use of the SWBT Common Channel Signaling network, which uses the Signaling System 7 (SS7) protocol, and for a Dedicated Signaling Link, which provides network interconnection to SWBT's Signal Transfer Point (STPs), including facilities. SS7 Service provides CCS/SS7 functionality and translations to support SS7 based services and applications as they become available and as facilities permit.

SS7 Service includes the screening of messages based on origination signaling point code and the routing of messages by a SWBT mated pair of STPs. Any services beyond SS7 Transport, Use of the STP or a Dedicated Signaling Link interconnection (e.g. Local and IntraLATA Call Set-Up Signaling, Interexchange Carrier (IXC) Call Set-Up Signaling, Easy Options SM, 800 Data Base Access, and Line Information Data Base (LIDB) Validation Service Access) will be provided by an amendment to this appendix, by a separate agreement, or by tariff, whichever is applicable. Arrangements for services should be made through the Brooks Fiber Service Center of SWBT.

I. SERVICE DESCRIPTION

A. <u>SS7 Transport</u>

SS7 Transport provides for the routing and screening of SS7 messages from a SWBT pair of STPs (i.e. a mated pair) to another SWBT pair of STPs. The screening of messages provides for Brooks Fiber designation of signaling points associated with the Brooks Fiber and controls which messages may be allowed or not allowed by the SWBT STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation of the message address, if needed.

SS7 Transport provides routing of messages for all parts of the SS7 protocol including, for example, Message Transfer Part (MTP) messages, Integrated Services Digital Network User Part (ISDNUP or ISUP) messages, Signaling Connection and Control Part (SCCP) messages, Transaction Capability Application Part (TCAP) messages and Operations and Maintenance Application Part (OMAP) messages.

SS7 Transport provides for screening and routing of signaling messages based on the SS7 protocol. These messages may support other applications and services such as, for example, Easy OptionSM (referred to as Call Control OptionSM or Bellcore CLASSTM) services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SWBT's STP.

SS7 Transport provides screening and routing of messages that are generated by the action of the Brooks Fiber signaling point, or messages that are generated by a signaling point connected via the Brooks Fiber signaling point.

B. Dedicated Signaling Links

Dedicated Signaling Links provide physical access to SWBT's signaling network. The links are fully dedicated to the use of Brooks Fiber and provide the screening and routing usage for the SWBT STP to which the link is connected. Dedicated signaling links are provided as a set of links connecting to a SWBT mated pair of STPs. Dedicated Signaling Links are dedicated two-way digital data circuits that interconnect SWBT's STP locations and the Brooks Fiber's Signaling Points at Signaling Point of Interface (SPOI) locations. Dedicated Signaling Links are available to Brooks Fibers for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

Dedicated Signaling Links include the following elements:

- 1. <u>SS7 Link Cross Connect</u>: The SS7 Link Cross Connect provides a DS-0A or DS1 connection and access point for testing in the SWBT STP building. The cross connect connects the STP Port Termination to an Brooks Fiber unbundled dedicated transport or to a collocation cage.
- 2. <u>STP Port Termination</u>: The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a SWBT STP. An STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SWBT STP.

The STP Port Termination shall provide for the use of the SWBT STP to which the port is connected.

The Brooks Fiber shall provide the portion of the signaling link from the Brooks Fiber premises within the LATA to the SWBT STP location using unbundled dedicated transport. Brooks Fiber shall notify SWBT that the facility contains a signaling link service. Multiple facilities provided by SWBT will be identified so that SWBT may

maintain facility diversity between links and linksets that require diversity. Brooks Fiber shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

If Brooks Fiber does not use an unbundled dedicated transport facility to Brooks Fiber premises, Brooks Fiber shall identify that the SS7 Link Cross Connect shall connect to a Brooks Fiber collocation cage in the SWBT STP building.

When Brooks Fiber uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Bellcore, GR-905-CORE, Brooks Fiber acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

Dedicated Signaling Links are subject to SWBT compatibility testing and certification requirements per the Network Operations Forum Reference Document, per Bellcore, GR-905-CORE and per SWBT Technical Publication, TP76638. First interconnections to the SWBT signaling network per Brooks Fiber and per signaling point type of equipment will require pre-ordering meetings to exchange information and schedule testing for certification by SWBT.

C. <u>Use of the STP</u>

The Use of the STP provides for the use of the SWBT SS7 signaling network when Brooks Fiber uses the SWBT Local Switching Unbundled Network Element. The Use of the STP provides for the use of the signaling link between the SWBT local switch and the STP, the use of the signaling link and ports between the SWBT tandem switch and the STP when applicable, the use of the SWBT STP port and use of STP Transport. The Use of the STP is a signaling network element incurred by use of the SWBT local switching (i.e. Unbundled Local Switching). The Use of the STP provides the SWBT signaling when Brooks Fiber subscribers originate and terminate calls from a SWBT SS7 equipped end office.

II. <u>DEFINITIONS</u>

Attachment 1, which is attached hereto and made a part hereof, contains definitions of terms in this Appendix.

III. MANNER OF PROVISIONING

A. SS7 Transport

Brooks Fiber shall use SS7 Transport subject to the screening and routing information of the SWBT STPs. SWBT shall provide information to Brooks Fiber on the routes and signaling point codes served by the SWBT STPs.

Brooks Fiber shall use SS7 Transport subject to the screening and routing information of the SWBT STPs. SWBT shall provide information to Brooks Fiber on the routes and signaling point codes served by the SWBT STPs.

SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines. Routes requiring ISUP routes longer than two SWBT STP pairs may be provisioned pursuant to Attachment Network Element Bona Fide Request per specific Brooks Fiber request, if such route is technically feasible. However, routes involving signaling point codes not associated with Brooks Fiber are subject to the route designated by the owner of the SPC.

SS7 Transport shall route TCAP queries when feasible per the SS7 Protocol to the SWBT "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SWBT "regional" STP pair to another SWBT STP pair.

When Brooks Fiber requires modification of SWBT's SS7 Service components not otherwise provided in this contract, the modifications may be furnished pursuant to Attachment Network Element Bona Fide Request.

SS7 Transport provides a signaling route for messages only to signaling points to which SWBT has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SWBT does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SWBT pairs of STPs, until ordered. When SWBT or Brooks Fiber, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within and connected to the SWBT signaling network per the standard requirements of the SS7 protocol.

Disputes concerning the association of a signaling point among specific link sets associated with a SWBT mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of Signaling Point Codes.

B. <u>Dedicated Signaling Links</u>

Brooks Fiber shall designate the signaling points and signaling point codes associated with Brooks Fiber. Brooks Fiber shall provide information to SWBT to allow SWBT to translate SWBT STPs. The information shall define the screening and routing information for the signaling point codes of Brooks Fiber. This information may include global title address, translation type and subsystem designations as needed.

Signaling links from SWBT mated pairs of STPs shall connect to Brooks Fiber premises (including collocation locations) within the same LATA. A set of links can be either:

- "A" Link Sets from Brooks Fiber's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
- 2. "B" Link Sets from Brooks Fiber's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required (i.e., a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

An STP Port Termination and SS7 Link Cross Connect is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4.

A pre-order meeting will define the SWBT facility availability and the degree of diversity in both the SWBT physical network and the Brooks Fiber physical network from signaling point to signaling point for the link.

All applicable signaling point codes for each signaling link must be installed at each of SWBT's interconnecting STPs.

Call set-up times may be adversely affected when Brooks Fiber, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SWBT makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SWBT signaling points.

Provisioning of the SS7 Service is in accordance with SWBT CCS/SS7 Network Interface Specifications (TP76638) and Bellcore Common Channel Network Interface Specification (GR-905-CORE), as amended.

When Brooks Fiber uses the Dedicated Signaling Links of another party and Brooks Fiber submits an order for SWBT to change the routing or screening information associated with the other party's signaling links, Brooks Fiber shall include with the order a Letter of Authorization (LOA). The LOA shall be from the other party (i.e. the owner of the set of links) and shall indicate that the other party shall agree to pay SWBT charges to change the translations associated with the link set and shall agree to pay SWBT charges associated with SS7 Transport.

C. <u>Use of the STP</u>

When Brooks Fiber orders SWBT Unbundled Local Switching the Use of the STP shall apply. No order nor provisioning by Brooks Fiber is needed. The SWBT Local Switch will use the SWBT SS7 signaling network.

Any changes, additions or deletions to the SWBT SS7 signaling network required per Brooks Fiber shall be submitted pursuant to Attachment Network Element Bona Fide Request.

IV. <u>DESCRIPTION OF RATE ELEMENTS</u>

The following rate elements apply to SS7 Service:

A. SS7_Transport

SS7 Transport shall be measured per octet of information screened and routed.

Brooks Fiber shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SWBT STP pair. A usage rate applies per octet generated by action of Brooks Fiber.

B. <u>Dedicated Signaling Links</u>

1. SS7 Link Cross Connect

Brooks Fiber shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered per order.

2. STP Port Termination

Brooks Fiber shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SWBT STP. One STP Port Termination must be installed at SWBT's interconnecting STP for each Dedicated Signaling Link.

There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

C. Signaling Point Code Addition

Brooks Fiber shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a SWBT STP. Brooks Fiber shall pay a nonrecurring charge per Signaling Point Code established at each STP.

D. Global Title Translation (GTT) Addition

Brooks Fiber shall pay the GTT Addition rate element for the establishment of Brooks Fiber's global title address, translation type or subsystem information in the SWBT STP translations. Brooks Fiber shall pay a nonrecurring charge per GTT established at each STP.

E. Service Rearrangement

Brooks Fiber shall pay charges for rearrangement of the SS7 Service which are not specifically addressed pursuant to the Network Element Bona Fide Request process.

F. Use of the STP Per Call

Brooks Fiber shall pay the Use of the STP Per Call rate element for Use of the SWBT STP. The rate shall apply for each call originated by Brooks Fiber subscribers using the SWBT Local Switch Unbundled Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when Brooks Fiber uses the SWBT Unbundled Local Switching Network Element.

SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines. Routes requiring ISUP routes longer than two SWBT STP pairs may be provisioned pursuant to Attachment Network Element Bona Fide Request per specific Brooks Fiber request, if such route is technically feasible. However, routes involving signaling point codes not associated with Brooks Fiber are subject to the route designated by the owner of the SPC.

SS7 Transport shall route TCAP queries when feasible per the SS7 Protocol to the SWBT "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SWBT "regional" STP pair to another SWBT STP pair.

When Brooks Fiber requires modification of SWBT's SS7 Service components not otherwise provided in this contract, the modifications may be furnished pursuant to Attachment Network Element Bona Fide Request.

SS7 Transport provides a signaling route for messages only to signaling points to which SWBT has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SWBT does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SWBT pairs of STPs, until ordered. When SWBT or Brooks Fiber, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within and connected to the SWBT signaling network per the standard requirements of the SS7 protocol.

Disputes concerning the association of a signaling point among specific link sets associated with a SWBT mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of Signaling Point Codes.

B. <u>Dedicated Signaling Links</u>

Brooks Fiber shall designate the signaling points and signaling point codes associated with Brooks Fiber. Brooks Fiber shall provide information to SWBT to allow SWBT to translate SWBT STPs. The information shall define the screening and routing information for the signaling point codes of Brooks Fiber. This information may include global title address, translation type and subsystem designations as needed.

Signaling links from SWBT mated pairs of STPs shall connect to Brooks Fiber premises (including collocation locations) within the same LATA. A set of links can be either:

 "A" Link Sets from Brooks Fiber's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or, 2. "B" Link Sets from Brooks Fiber's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required (i.e., a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

An STP Port Termination and SS7 Link Cross Connect is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4.

A pre-order meeting will define the SWBT facility availability and the degree of diversity in both the SWBT physical network and the Brooks Fiber physical network from signaling point to signaling point for the link.

All applicable signaling point codes for each signaling link must be installed at each of SWBT's interconnecting STPs.

Call set-up times may be adversely affected when Brooks Fiber, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SWBT makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SWBT signaling points.

Provisioning of the SS7 Service is in accordance with SWBT CCS/SS7 Network Interface Specifications (TP76638) and Bellcore Common Channel Network Interface Specification (GR-905-CORE), as amended.

When Brooks Fiber uses the Dedicated Signaling Links of another party and Brooks Fiber submits an order for SWBT to change the routing or screening information associated with the other party's signaling links, Brooks Fiber shall include with the order a Letter of Authorization (LOA). The LOA shall be from the other party (i.e. the owner of the set of links) and shall indicate that the other party shall agree to pay SWBT charges to change the translations associated with the link set and shall agree to pay SWBT charges associated with SS7 Transport.

C. Use of the STP

When Brooks Fiber orders SWBT Unbundled Local Switching the Use of the STP shall apply. No order nor provisioning by Brooks Fiber is needed. The SWBT Local Switch will use the SWBT SS7 signaling network.

Any changes, additions or deletions to the SWBT SS7 signaling network required per Brooks Fiber shall be submitted pursuant to Attachment Network Element Bona Fide Request.

IV. DESCRIPTION OF RATE ELEMENTS

The following rate elements apply to SS7 Service:

A. <u>SS7 Transport</u>

SS7 Transport shall be measured per octet of information screened and routed.

Brooks Fiber shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SWBT STP pair. A usage rate applies per octet generated by action of Brooks Fiber.

B. <u>Dedicated Signaling Links</u>

1. SS7 Link Cross Connect

Brooks Fiber shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered per order.

2. STP Port Termination

Brooks Fiber shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SWBT STP. One STP Port Termination must be installed at SWBT's interconnecting STP for each Dedicated Signaling Link.

There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

C. Signaling Point Code Addition

Brooks Fiber shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a SWBT STP. Brooks Fiber shall pay a nonrecurring charge per Signaling Point Code established at each STP.

D. Global Title Translation (GTT) Addition

Brooks Fiber shall pay the GTT Addition rate element for the establishment of Brooks Fiber's global title address, translation type or subsystem information in the SWBT STP

translations. Brooks Fiber shall pay a nonrecurring charge per GTT established at each STP.

E. <u>Service Rearrangement</u>

Brooks Fiber shall pay charges for rearrangement of the SS7 Service which are not specifically addressed pursuant to the Network Element Bona Fide Request process.

F. Use of the STP Per Call

Brooks Fiber shall pay the Use of the STP Per Call rate element for Use of the SWBT STP. The rate shall apply for each call originated by Brooks Fiber subscribers using the SWBT Local Switch Unbundled Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when Brooks Fiber uses the SWBT Unbundled Local Switching Network Element.

V. RATES AND CHARGES

The following rates and charges shall apply:

SS7	•	Monthly	<u>Rates</u>			Recurring
	SS7 Links - Cross	Zone A	<u>Zone B</u>	Zone C	<u>Initial</u>	<u>\dditional</u>
	Connects			27.400		
	STP to Collocators	\$74.20	\$74.20	\$74.20	\$299.00	\$202.45
	Cage - DS0 STP to Collocators	¢ E2 6E	\$53.65	\$53.65	\$257.00	\$174.45
	Cage- DS1	\$53.65	ಫ ರು.00	\$55.00	\$257.00	φ1/ 4.4 0
	STP to SWBT MDF -	\$74.20	\$74.20	\$74.20	\$299.00	\$202.45
	DS0	ψ1-1.20	Ψ1 -1.25	¥1-1.20	Ψ200.00	4202 . 10
	STP to SWBT DSX	\$53.65	\$53.65	\$53.65	\$257.00	\$174.45
	Frame-DS1	,,,				
	SS7 Links	•				
	STP Access	See Dedicated	i			
	Connection - 1.544	Transport				
	Mbps					
	STP Access Link - 56	\$100.16	fixed +			
	Kbps	***	**			
		\$0.91	per mile			
	SS7					
	Signaling					
	SS7	\$0.00038	ner call			
	Signaling	40.0000	F-0 0	•		
	STP Port	\$774.85	per port		\$286. 60	
	STP Trunk Signaling	\$0.0000019	•			
	J J	•	octet			
	Point Code Addition	N/A	рег		\$15.10	
			point			
			code			•
	Global Title Translation	IČB		•	ICB	ICB

VI. ORDERING THE SERVICE

Addition

Brooks Fiber shall abide by the following ordering guidelines:

A. <u>SS7 Transport</u>

Brooks Fiber shall submit SWBT's CCS/SS7 Activity Notification Form, identify the set of links the Brooks Fiber will use and identify the service(s) associated with each SPC. Brooks Fiber shall identify Signaling Point Code and Global Title Translation information that must be translated into the SWBT STPs.

B. <u>Dedicated Signaling Links</u>

Brooks Fiber shall submit an Access Service Request form and SWBT's CCS Activity Notification form. Brooks Fiber shall identify the SWBT STPs, the Brooks Fiber premises, the circuit interconnection arrangement at the Brooks Fiber Dedicated Transport location and the Brooks Fiber signaling point. Brooks Fiber shall identify Signaling Point Code and Global Title Translation information that must be translated in the SWBT STPs.

C. Signaling Point Code Addition

Brooks Fiber shall submit a SWBT CCS Activity Notification form. Brooks Fiber shall identify the SWBT STPs and the Brooks Fiber signaling point code information that must be added or changed in the SWBT STP translations. If more than one pair of SWBT STPs are affected, Brooks Fiber shall indicate translation route information.

D. Global Title Translation (GTT) Addition

Brooks Fiber shall submit a SWBT CCS Activity Notification form. Brooks Fiber shall identify the SWBT Global Title Translation information that must be added, deleted or changed in the SWBT STP translations. If more than one pair of SWBT STPs are affected, Brooks Fiber shall indicate translation route information.

E. Service Rearrangement

Brooks Fiber shall order a SS7 Signaling Service Rearrangement per Attachment Network Element Bona Fide Request.

F. Use of the STP

Ordering requirements for the Use of the STP are included in the requirements set forth in the ordering clause of the Local Switching UNE (Attachment Switching), and are incorporated here by reference.

VII. RESPONSIBILITIES OF SWBT

A. SWBT shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SWBT or Brooks Fiber facilities, natural disasters, mass calling or national security demands.

- B. SWBT shall determine the GTT and Translation Type (TT) route for messages routed to GTT which are associated with SWBT signaling points.
- C. SWBT shall define regional functions and local functions of its STPs. SWBT will route ISUP messages within the SWBT signaling network subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- D. SWBT shall meet service performance standards as outlined in GR-905-CORE and TP76638 except as otherwise provided herein.
- E. In the event that SWBT provides under this contract special service arrangements associated with diversity or other arrangements that do not strictly adhere to GR-905-CORE and TP76638 and are of non-compliance to the technical publications or not certified by SWBT, Brooks Fiber acknowledges that the service performance standards need not be met in the provision of the total service.
- F. SWBT shall route messages generated by the action of Brooks Fiber throughout the SWBT signaling network. The content of the messages is for the use of signaling points of origination and destination. SWBT will not use any information within messages for any purpose not required by or related to the use of the SWBT signaling network. SWBT will not divulge any message or any part of messages generated by Brooks Fiber to any other party, except as required to manage the SWBT signaling network or as may be required by law.
- G. SWBT shall determine the monthly charges and issue an invoice to the billing address of Brooks Fiber for the respective service(s) requested by Brooks Fiber and provided by SWBT. The invoice will identify nonrecurring charges, recurring charges, and other charges and credits, as they apply.
- H. SWBT shall work cooperatively and provide knowledgeable personnel to meet with Brooks Fiber in order to provision, test and install the SS7 Service in a timely fashion.

VIII. RESPONSIBILITIES OF Brooks Fiber

- A. Brooks Fiber shall provision the signaling links at the Brooks Fiber premises and from the Brooks Fiber premises to the SWBT STP location in a diverse, reliable and technically acceptable manner to comply with the standard SS7 protocol, Bellcore GR-905-CORE and the SWBT network.
- B. If Brooks Fiber requires a greater degree of diversity than SWBT provides in the existing network, a special facility or a special routing of services, Brooks Fiber agrees to initiate a Wholesale Construction request and pay additional charges as SWBT may reasonably determine.

- C. Brooks Fiber shall identify to SWBT the SPC(s) associated with the Brooks Fiber set of links.
- D. When Brooks Fiber orders the use of the SWBT STP, Brooks Fiber shall specify the set of signaling links to be used. If the links are provided to another party Brooks Fiber shall warrant to SWBT that the other party is aware of the charges associated with the use of the STP and that the other party will pay the monthly charges for the use of the SWBT STP.
- E. Brooks Fiber shall identify to SWBT the Global Title and Translation Type information for messages that route to Brooks Fiber.
- F. When routing messages addressed to a SWBT Subsystem Number (SSN), Brooks Fiber shall use the SWBT defined SSN designation of the SWBT mated STP pair to which the message is routed.
- G. Brooks Fiber shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.
- H. Brooks Fiber shall verify the accuracy of information concerning the services ordered by Brooks Fiber.
- I. Brooks Fiber shall designate the level of diversity associated with the Brooks Fiber premises. SWBT shall provide the same degree of diversity as Brooks Fiber provides.
- J. Brooks Fiber shall work cooperatively and provide knowledgeable personnel to meet with SWBT in order to provision, test and install the SS7 Service in a timely fashion.
- K. Brooks Fiber shall furnish to SWBT, at the time the SS7 Service is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SWBT shall utilize the forecast in its own efforts to project further facility requirements.
- L. Brooks Fiber shall inform SWBT in writing thirty (30) days in advance of any change in Brooks Fiber's use of such SS7 Service which alters by ten percent for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by Brooks Fiber to be forwarded to SWBT's network. Brooks Fiber shall provide in said notice the reason, by individual SS7 service, for the volume change.

ATTACHMENT 1

DEFINITIONS OF TERMS

Common Channel Signaling (CCS)

A high-speed specialized packet switched communications network that is separate (out-of-band) from the public packet switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points (SS7 nodes) in the CCS network.

Compatibility Testing

Testing performed by representatives from SWBT and Brooks Fiber to determine proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

Octet

8-bits of binary information.

Service Control Point (SCP)

A node in the CCS network that provides a database functionality.

Service Switching Point (SSP)

A signaling point that can launch queries to databases and receive/interpret responses used to provide specific end user services.

Signal Transfer Point (STP)

A packet switch in the CCS network that is used to route SS7 protocol signaling messages between signaling nodes. An STP provides screening and routing of SS7 messages. STPs transfer signaling messages to other networks. SWBT's signaling network includes mated pairs of local and regional STPs.

Signaling Link

An end-to-end high-capacity digital, data quality, link operating at 56 kilobits per second that transmits signaling information in the form of signaling messages from one network SS7 node to another node in a CCS network. The Link Type identifies the functionality of the signaling link sets. Signaling links provide physical interconnection between signaling points of another party and SWBT STPs.

Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

Signaling Point Code (SPC)

An identifier code that identifies a signaling point in the CCS network. The signaling point code provides an address within the CCS network which enables messages to be routed to signaling points. Signaling Point Codes are 24 bit binary numbers comprised of three segments: the Network Identification, the Network Cluster, and the Member number within the cluster. Signaling Point Codes are represented digitally as AAA-AAA, where "AAA" represents a decimal number from 000 to 255.

Signaling Point of Interface (SPOI)

Mutually agreed point at which SWBT hands off signaling information to Brooks Fiber.

Signaling System 7 (SS7)

See SS7 Protocol

Signaling System 7 (SS7) Protocol

The signaling protocol, Version 7, used by the nodes of the CCS network. The SS7 protocol used by SWBT is the American National Standards Institute (ANSI) standard protocol defined by Bellcore Generic Requirement, GR-246-CORE, defined by Bellcore requirements (GR-317-CORE, GR-394-CORE, GR-444-Core, GR-606-CORE, GR-82-CORE, GR-905-CORE and various other documents) and defined by the SWBT Technical Publication TP76638.

APPENDIX CLEARINGHOUSE