

## **APPENDIX CLEARINGHOUSE (CH)**

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

WHEREAS, LSP wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

1. **Clearinghouse Description**

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

2. **Qualifying Message Criteria**

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

3. **Responsibilities Of The Parties**

- A. LSP agrees that it will provide SWBT with billing records for CH processing that are in an industry standard format acceptable to SWBT and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or LSP exchange but are to be billed to an end user in a second LEC's or LSP exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

LSP agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's CH. LSP will retain its originating

records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for CH processing, if needed.

- B. SWBT will provide and maintain such systems as it believes are required to furnish the CH service described herein. SWBT, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- C. LSP will timely furnish to SWBT all CH Records required by SWBT to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. SWBT will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- D. Presently, in operating the CH, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

4. **Processing Charge**

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

5. **Billing Charge**

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

6. **Settlement Report**

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

7. **Retroactive and Lost Messages**

The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or LSP. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or LSP will estimate messages, minutes, and

associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

8. **Limitation Of Liability**

By agreeing to operate the CH, SWBT assumes no liability for any LEC's or LSP's receipt of appropriate revenues due to it from any other entity. LSP agrees that SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SWBT may have relied in preparing settlement reports or performing any other act under this Attachment.

LSP agrees to indemnify and hold SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SWBT's performance of CH processing pursuant to this Attachment.

SWBT will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Attachment will in no event exceed the amount of processing charges incurred by LSP for the CH services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

9. **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 SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY LSP WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

# APPENDIX PORT

## APPENDIX PORT

### I. GENERAL

SWBT and LSP will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of LSP or SWBT. The Parties will provide Permanent Number Portability (PNP) as soon as it is technically feasible, in conformance with FCC rules and the Act, and will participate in development of PNP in the state, in accordance with the FCC's First Report and Order in Docket No. 95-116 (hereinafter called the Number Portability Order). As described herein, INP is a service arrangement whereby an end user, who switches subscription of local exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the end user remains in the same serving wire center.

### II. TERMS, CONDITIONS UNDER WHICH SWBT SHALL PROVIDE INP

#### A. Service Provided

1. SWBT shall only provide INP, as described herein, to LSPs.
2. SWBT shall only provide INP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SWBT does not offer INP services and facilities for NXX codes 555, 976, 950, or SWBT operated coin telephone service.
3. LSP shall not order INP services for local exchange end user accounts of SWBT where the end user's payments are 45-days or more in arrears unless full payment is made or an agreement is reached where the LSP agrees to make full payment on the end user's behalf.
4. When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SWBT shall only make INP service available from, or to host central offices.

#### B. Obligations Of SWBT

1. SWBT's sole responsibility is to comply with the service requests it receives from the LSP and to provide INP in accordance with this Appendix.

C. Obligations Of LSPs

1. LSP shall coordinate the provision of service with SWBT to assure that LSP's switch is capable of accepting INP ported traffic.
2. LSP is solely responsible to provide equipment and facilities that are compatible with SWBT's service parameters, interfaces, equipment and facilities. LSP shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SWBT or any of its end users. In the event that SWBT makes a good faith determination that the LSP will likely impair or is impairing, or interfering with any equipment, facility or service of SWBT or any of its end users, SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this appendix or SWBT's tariffs.
3. LSP shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which LSP is not presently providing local exchange service or terminating to an end user.
4. Where LSP chooses to disconnect or terminate any INP service, LSP shall designate which standard SWBT intercept announcement SWBT shall provide for disconnected number.
5. LSP shall designate to SWBT at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to LSP assigned telephone numbers:
  - a. LSP may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.
  - b. For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

D. Limitations Of Service

1. SWBT is not responsible for adverse effects on any service, facility or equipment from the use of INP service.
2. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the

fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by SWBT for such calls.

E. Service Descriptions

1. ***INP-Remote.*** INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to SWBT, is automatically forwarded to an LSP-assigned, 7 or 10 digit local telephone number. The forwarded-to-number is specified by the LSP at the same location.
  - a. INP-Remote provides an initial call path and two additional paths for the forwarding of no more than three (3) simultaneous calls to the LSP's specified forwarded-to number. Additional call paths are available on a per path basis.
  - b. The LSP-assigned forwarded-to number shall be treated as two separate calls with respect to interconnection compensation, end user toll billing and intercompany settlement and access billing, i.e., an incoming call to the SWBT ported number shall be handled like any other SWBT call being terminated to that end office and the ported call to the LSP assigned telephone number in the LSP switch shall be handled as any local calls between SWBT and the LSP.
  - c. Where facilities exist, SWBT will provide identification of the originating telephone number, via SS7 signaling, to the LSP.
2. ***INP-Direct.*** INP-Direct is a service which provides for the delivery of the called (dialed) number to the LSP's switching (central office or premises) equipment for identification and subsequent routing and call completion.
  - a. INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.
    - (1) Where the location of the LSP's switching equipment to which SWBT is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, LSP shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.
  - b. INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one unassigned

telephone number per SWBT switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

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

F. **Pricing**

1. The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be subject to appeal. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.
2. Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views on FCC or Commission actions pertaining to INP cost recovery.

**APPENDIX NMC**

## Appendix NMC

### I. TYPES OF NETWORK MANAGEMENT CONTROLS

Network Management controls are generally classified into one of two categories. These are protective (sometimes called restrictive) or expansive controls.

- A. **PROTECTIVE CONTROLS:** Protective controls are used to reduce the volume of network attempts to a particular switching system, trunk group, geographical area code, or a particular telephone destination address. With the exception of the SKIP controls, any call affected by a protective control is normally sent to an announcement or office overflow(120 IPM). The following are considered to be protective controls:

Cancel From	CANF
Cancel To	CANT
Call Gap <sup>1</sup>	CG
Code Block <sup>2</sup>	CB
Dynamic Overload Control <sup>3</sup>	DOC
Preprogrammed Control <sup>4</sup>	PP
Selective Incoming Load Control	SILC
Skip	Skip

- B. **EXPANSIVE CONTROLS:** Expansive network controls are used to divert network traffic to trunk groups outside the normal routing path. This diverting, called rerouting, can take place before or after the traffic has been offered to the controlled trunk group. Rerouting is used to compensate for temporary shortage of capacity in the normal routing choices. These shortages could be the result of facility failures, trunk outage, machine failures, or traffic volumes in excess of engineered capacity. Expansive controls consist of the following types of reroutes:

Immediate Reroute	IRR
Immediate Reroute Spray	IRRS

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<sup>1</sup>These are code controls and trunk group controls.

<sup>2</sup>These are code controls and trunk group controls.

<sup>3</sup> DOC may activate either protective or expansive controls.

<sup>4</sup> PP may be either protective or expansive depending on the translation information in the PP.

Preprogrammed Control <sup>5</sup>	PP
Regular Reroute	RR
Regular Reroute Spray	RRS

## II. NETWORK MANAGEMENT CONTROL ACTIVATION

Network Management Controls may be activated on a flexible or preprogrammed basis. Each type is discussed below:

- A. **PREPROGRAMMED CONTROL:** This is an arrangement where preprogrammed decisions concerning percentage, type of traffic, type of control, and via route have been made.
- B. **FLEXIBLE CONTROL:** This feature enables the Network Manager to implement the most desirable control without being confined to Preprograms. In this method, an input message is sent to the switching system to be controlled. This message contains the trunk group or code to be controlled, type of traffic, and via route (if applicable) to be used.
- C. **PRE & POST HUNT CONTROLS:** Trunk group controls which affect a call before it makes an attempt on the controlled group are called **pre-hunt** controls. Those controls which affect a call after it overflows the controlled group are called **post-hunt** controls. Each type of control is listed below in the proper category.

1) <b>Pre-hunt</b>	2) <b>Post-Hunt</b>
CANT	CANF
SKIP	RR
IR	RRS

## III. ROUTING CLASSIFICATIONS

At least one routing classification is specified in each network management control. The routing classifications available are Alternate routed (ALT), Direct routed (DIR), and Direct and Alternated Route (DAR). Traffic routing classifications are described as follows:

- A. **ALTERNATE ROUTED (ALT):** This classification affects network traffic which has overflowed another trunk group and alternate routed to the controlled trunk group. Implementing a control using ALT only will not affect any traffic

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<sup>5</sup> PP may be either protective or expansive depending on the translation information in the PP.

using the controlled trunk group as a first route.

Example: As shown below, the application of an ALT control on the A-C trunk group only affects traffic overflowing the A-B trunk group.

FIGURE 1.

- B. **DIRECT REROUTED (DIR):** This classification affects network traffic which used the controlled trunk group as the first route. Implementing a control using DIR only, will not affect any traffic overflowing to the controlled group from another trunk group.

#### IV. PROTECTIVE CONTROL DESCRIPTIONS

A protective control is any network control that reduces the number of network paths or codes on which a call is allowed to make an attempt. Most protective controls block the affected calls and send them to an announcement or reorder tone (ROT or office overflow). However, the SKIP control only prevents the call from making an attempt on the controlled trunk group. Protective controls are used to prevent attempts to network problem areas. These problem areas could be a failed or congested switching system, circuit outages, or excessive calling to a particular location or area due to storms, floods, disasters, etc. The reasons for reducing attempts are varied and in some cases involve protecting the controlling offices as much as protecting the troubled area.

For example, any central office having a large trunk group to a failed switching system will experience numerous transmitter time-outs. If the attempts to the failed system are not reduced, all the originating system's transmitters could be delayed awaiting start dial indication from the failed system. In this case, canceling attempts frees transmitters in the originating system to handle productive network attempts. Protective controls can also be used to prevent excessive overflow traffic to a trunk group (ALT) from overpowering first rerouted traffic. Other uses of protective controls include allowing callers in an affected area to gain access to outgoing trunks, confining high-volume special interest calling to a selected area of the network, and preventing the spread of network congestion from one switching system to other switching systems. In extreme cases, special announcements are available to inform the customer of problems and consequently, reduce customer frustration and re-attempts.

- A. **CALL GAP:** The Call Gap Control is a code control and not a trunk group control. The Call Gap Control replaces the Code Blocking before it is offered to a trunk group. This control is used when the Network Manager wants to allow a measured rate of calling to the gapped number or code. Using NTMOS, call gaps are implemented by specifying the number of calls to be allowed on a given route

within a 5-minute period rather than a percentage as is done with code blocks. Each index is generically arranged to allow one call be output by the controlled machine for the controlled code at the end of each predetermined interval. Table A below shows calls allowed for a 5-minute period and for a 1-hour period and the associated Gap Index. No calls are forwarded during the interval generically associated with the specified gap index. Calls not forwarded are sent to the announcement (normally a No Circuit Announcement) specified when the control was taken. Some useful applications of the Call Gap control are large concert ticket sales, radio station give-aways (not on the choke network), telethons, focused overload calling to disaster areas, etc. A central office can be gapped on 3, 6, 7, or 10 digits. The machine can also gap an interexchange carrier access code (0XXX) or 0XXX + NPA or 0XXX + NPA + XXX call gap.

TABLE A

TYPICAL CALL GAP INDEX TABLE

GAP INDEX	CALLS/ 5 MIN	CALLS/ HR	INTERVAL (SECONDS)
00			OFF
01	OUTLINE	OUTLINE	0.00
02	3,000	36,000	0.10
03	1,200	14,400	0.25
04	600	7,200	0.50
05	300	3,600	1.00
06	150	1,800	2.00
07	60	720	5.00
08	30	360	10.0
09	20	240	15.0
10	10	120	30.0
11	5	60	60.0
12	2.5	30	120
13	1	12	300
14	0	6	600
15	NONE	NONE	STOP

- B. **CANCEL FROM (CANF):** This post-hunt trunk group control prevents the affected overflow traffic from alternate routing to the next in-chain trunk group. Blocked calls are given an NCA announcement. Control application is on a percentage basis and affects DAR traffic. The main purpose of this control is to make High-Usage groups finals. This control can also be revoked with a message which revokes all

flexible trunk group control on all trunk groups. Depending upon the generic, the message is either FLEX-CLEAR- or FX- CLEAR-.

- C. **CANCEL TO (CANT):** This pre-hunt trunk group control prevents the affected traffic from making an attempt on the controlled trunk group. Blocked calls are given an NCA announcement. Control application is on a percentage basis and can affect ALT or DIR and ALT routed traffic. When ALT is specified only traffic which overflowed to the controlled group from another trunk group is affected. This control is available on both a preprogrammed and flexible basis and is used to protect a switch experiencing severe overload or congestion.
- D. **CODE BLOCK (CB):** This control blocks a percentage of calls to the specified code. Blocked calls are sent to either NCA, EA1 or EA2. If the code blocked is a specific line number, it is sent to EA2. EA2 should have 60 IPM associated with it. Calls blocked by this control are blocked prior to trunk-hunt.
- E. **MECHANICAL DYNAMIC OVERLOAD CONTROL (DOC):** This is an automatic overload control feature whereby a failed or congested switching system can generate control signals to be transmitted to other offices. Only a few toll and tandem offices were arranged for the DOC transmit feature. Vendor specific DOC interfaces were rarely compatible. Automatic CCS7 Network Management controls superseded the need for DOC.
- F. **PREPROGRAMMED CONTROLS (PP):** PP controls can include any of the available trunk group controls (CT, CF, SK, RR, & IRR) except trunk reservation. Code controls cannot be preprogrammed.
- G. **SELECTIVE INCOMING LOAD CONTROL (SILC):** This control affects incoming MF signaling traffic only. This is an automatic control which is triggered when the switching system reaches the multifrequency (MF) or REAL TIME (RT) MC1 and/or MC2 overload threshold. The percent of traffic to be affected is entered into translations via the 1500D form. Allowable percentage figures are 0, 12, 25, 37, 50, 62, 75, 87 and 100. Normally the percentage input for MC1 is lower than that input for MC2. The switching system monitors incoming bids for service on a SILC controlled group and based on the specified percentage will place a percentage of bids on the High and Wet list. They will remain in the high and wet condition until the customer hangs up or the distant switching system's equipment times out. The control is designed to be used for switching systems that have neither DOC nor real time network management capabilities.
- H. **SKIP CONTROL (SK):** This pre-hunt trunk group control causes the affected traffic to skip over the controlled trunk group and attempt to find a trunk in the next alternate

trunk group. Control application may be 000, 50, 75, and 100% and any affect DIR and/or ALT traffic. When ALT is specified, only traffic which overflowed to the controlled group from another trunk group is affected. Skip's may be either flexible or preprogrammed.

- I. **TRUNK RESERVATION(TR):** This pre-hunt trunk group control may only be activated on a flexible basis. It consists of two levels. First is protectional reservation of equipment (PRE) and second is directional reservation of equipment (DRE). When the number of idle trunks on the controlled trunk group drops below the specified PRE threshold, all ALT traffic attempts are sent to NCA. When the number of idle trunks on the controlled group drops below the DRE threshold all traffic (ALT & DIR) is sent to NCA.

**EXPANSIVE CONTROL DESCRIPTION:** Expansive controls consist of reroutes. Reroutes allow traffic destined for one trunk group called the From Trunk Group (FTG) to be routed to another trunk group called the To Trunk Group (TTG).

There are four types of rerouted controls. These are **Immediate Reroute (IRR)**, **Regular (overflow)**, **Reroute (RR)**, **Immediate Reroute Spray (IRRS)**, **Regular (overflow)**, and **Reroute Spray (RRS)**. An IRR is a pre-hunt trunk group control that diverts the affected traffic to the via route before offering it to the controlled group. IRR's primary use is for facility failures when the CGA is missing. An RR is a post-hunt control that diverts the affected traffic after it overflows the FTG. It is used for facility failures, trunk shortages and to relieve pressure to a Tandem. IRRS is just like an IRR except that it can have up to seven via. An RRS is just like a RR except that it can have up to seven via. One major difference between PP sprays and flexible sprays is that PP sprays only offer the call to one TTG. Flexible sprays will hunt through all TTG's in a circular hunt.

- A. **REROUTE CONSIDERATIONS:** With reroutes there are two traffic considerations:

- 1) **Non-Reroutable Traffic(NRRT)** - Any code designated non-Reroutable on the 1513form will not be affected by the control. Therefore, if an IRR is activated for a facility failure NRRT will continue to fail.
- 2) **In-Chain Return** - With flexible reroutes the Cancel-In Chain Return (CICR) option can be used. This means that returned to normal call processing.

- B. **PP REROUTE OPTIONS:** The following options are available with preprogrammed reroute controls.

- 1) Two hunting options for FTG (immediate and regular)
- 2) Percentages for controlling traffic (0, 25, 50, 75, 100%)
- 3) Selections of TTG's (maximum of three)

- C. **ENHANCED REROUTE OPTIONS:** Enhanced or flexible reroutes are activated with a TRY message. For a regular reroute (RR) all traffic is considered ALT. The following options are available with flexible reroute controls:
- 1) Able to spray traffic among 1 to 7 TAGS.
  - 2) Cancel the normal in-chain trunk routing
  - 3) Control traffic percentages by 12.5% increments
  - 4) Two hunting options for the FTG (immediate and regular)
  - 5) Offer traffic to the next TTG if the first TTG is busy.

**APPENDIX 911**

## Appendix 911

### Terms and Conditions for Providing Connection to E911 Universal Emergency Number Service

This appendix between SWBT and LSP sets forth the terms and conditions upon which SWBT will provide LSP's connection to E911 Universal Emergency Number Service.

#### Definitions

The definition of IEC in the General Exchange Tariff referenced below is modified as follows (modifications are shown in bold and italicized):

Independent Exchange Company (IEC): A local exchange telephone company, including Local Service Providers (LSPs) who are certified by the state commission, other than Southwestern Bell Telephone Company.

#### Terms and Conditions

The following is in addition to those terms and conditions in the General Exchange Tariffs referenced below:

The Universal Emergency Number Service may be provided by Southwestern Bell Telephone Company or jointly by Southwestern Bell Telephone Company and an IEC.

The following are in addition to those terms and conditions in the General Exchange Tariffs referenced below:

SWBT shall provide LSP with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Exhibit I, in accordance with the methods and procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS". SWBT shall provide LSP additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Exhibit I. In addition, SWBT shall provide LSP with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document, for each file downloaded by LSP to SWBT's DBMS, so that LSP may ensure the accuracy of the end user records. LSP will attest it has been provided a copy of the document referenced above.

At a reasonable time prior to the establishment of E911 Service, LSP shall download and maintain thereafter all information required to establish records necessary for furnishing connection to E911 Service and shall promptly notify

SWBT in writing of any changes to be made to such records. LSP shall adopt and comply with operating methods applicable to downloading and maintaining LSP's end user records in SWBT's DBMS, as set forth in the document referenced in the paragraph above.

LSP acknowledges that its end users in a single local calling scope may be served by different PSAPs, and LSP shall be responsible for providing facilities to route calls from its end users to the proper E911 Control Office(s).

LSP shall connect its switches to the E911 Control Office by one-way outgoing CAMA trunks dedicated for originating 911 emergency service calls.

The parties agree that the E911 service is provided for the use of the E911 Customer, and recognizes the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and the LSP. The terms and conditions of this appendix represent a plan for providing E911 service, for which LSP must obtain documentation of approval from the appropriate E911 Customer(s) which have jurisdiction in the area(s) in which LSP's customers are located. LSP shall provide such documentation to SWBT prior to the use of LSP's E911 connection for actual emergency calls.

Both parties agree to designate a representative who shall have the authority to execute additional exhibits to this Appendix when necessary to accommodate expansion of the geographic area of LSP into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks. The designated representative for SWBT is \_\_\_\_\_ and for LSP is \_\_\_\_\_.

The terms and conditions of this appendix are subject to renegotiation in the event that the E911 Customer orders changes to the E911 service that necessitate revision of this appendix.

### **Rates, Terms and Conditions**

E911 Universal Emergency Number Service will be provided utilizing the rates, terms and conditions set forth in the following state tariffs, in addition to those terms and conditions described previously in this Appendix:

SWBT's General Exchange Tariff (Mo. P.S.C. No. 35) Section 28 -  
Universal Emergency Number Service (9-1-1)

**APPENDIX HOST**

## Appendix HOST

This Appendix sets forth the terms and conditions under which SWBT will perform hosting responsibilities for LSP for (1) the provision of billable message data and/or access usage data received from such LSP for distribution to the appropriate billing and/or processing location via SWBT's in-region network or via the nationwide Centralized Message Distribution System (CMDS) or (2) billable message data and/or access usage data received from other Local Exchange Carriers or from CMDS to be distributed to such LSP. This Appendix covers hosting in region (i.e., Missouri, Arkansas, Kansas, Oklahoma and Texas) and hosting out of region. Hosting out of region is only available to an LSP that is a Full Status Revenue Accounting Office (RAO) company.

### I. DEFINITIONS

- A. Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message which is subsequently used by a Local Exchange Carrier to bill access to an Interexchange Carrier.
- B. Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues recorded by one BCC (or Local Exchange Carrier within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Bellcore Practice BR 981-200-110.
- C. Billable Message Record - a message record containing details of a completed call which has been carried by a Local Exchange Carrier over Local Exchange Carrier facilities and is to be used to bill an end user.
- D. Centralized Message Distribution System (CMDS) - the national network of private line facilities used to Exchange Message Record (EMR) formatted billing data between a company originating a message and the company billing for a message.
- E. Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Bellcore Practice BR 010-200-010 which was developed to facilitate the exchange of telecommunications message information.
- F. Full Status Revenue Accounting Office (RAO) - an LSP that is responsible for formatting EMR records, and for editing and packing of such detail records into files for distribution.
- G. In-Region Hosting - Includes the transport of (1) billable message record data for Local Exchange Carrier transported messages and/or access usage record data that originate in a region and are delivered by the LSP to SWBT at a mutually agreed upon location within the territory of SWBT to be sent to another Local Exchange Carrier for billing; and (2) billable message record data and/or access usage data received from CMDS or another Local Exchange Carrier to be delivered to the LSP for billing to its end user located within the five state territory of SWBT.

- H. **Out-of-Region Hosting** - Includes the transport of (1) billable message record data for Local Exchange Carrier transported messages and/or access usage record data that originate out of region and are delivered by the LSP to SWBT and are to be sent to another Local Exchange Carrier for billing; and (2) billable message record data and/or access usage data received from CMDS or another Local Exchange Carrier to be delivered to the LSP for billing to its end user located outside SWBT's five state territory.
- I. **Non-Full Status Revenue Accounting Office (RAO)** - An LSP that has assigned responsibility to SWBT for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

## II. RESPONSIBILITIES OF THE PARTIES

- A. All data forwarded from LSP must be in the industry standard EMR format in accordance with Bellcore Practice BR 010-200-010. The LSP is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The LSP acknowledges that the only message records subject to this Hosting Appendix are those that arise from Local Exchange Carrier transported billable messages and/or access usage records to be used by a Local Exchange Carrier for the purpose of billing access to an Interexchange Carrier.
- B. When LSP delivers billable message data and/or access usage data to SWBT which must be forwarded to another location for billing purposes, SWBT will accept data from the LSP, perform edits required to ensure message detail and access usage records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

If LSP is not a Full Status RAO Company, SWBT will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

- C. For billable message data and/or access usage data received by SWBT for delivery to an LSP location, SWBT will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing LSP location.
- D. When out of region hosting is being performed by SWBT, SWBT will provide, upon request of the LSP, optional standardized reports that can be used by the LSP to track any billable message data and/or access usage data that does not qualify for settlement within the existing nationwide settlement systems (i.e., BCC CATS, BEARS). These reports are referred to as Non-Intercompany Settlement (ICS) Tracking Reports.

- E. SWBT agrees to limit its use and distribution of any customer-specific information provided by Brooks to the performance of service under this Appendix, except upon such terms as may be agreed upon between Brooks and SWBT in writing.

### III. BASIS OF COMPENSATION

LSP agrees to pay SWBT a per record charge for billable message records and/or access usage records that are received from the LSP and destined for delivery to another location for billing, at the rates listed below:

Per Record Charge	
Full Status RAO Company	
Hosting Company (SWBT Network)	\$ .002
National CMDS Network	\$ .005
Non-Full Status RAO Company	
Hosting Company (SWBT Network)	\$ .007
National CMDS Network	\$ .010

As part of this per record charge, SWBT will provide Confirmation and/or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS), as needed.

LSP agrees to pay SWBT a per record charge for billable message records and/or access usage records which are entered on a magnetic tape or data file for delivery to the LSP, at the rate listed below:

Per Record Charge	\$ .003
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SWBT is participating in the development of a Non-Intercompany Settlement report. Once developed, SWBT will make it available to LSP at a per monthly charge. LSP, at its option, can obtain the report from SWBT by agreeing to pay the monthly charge.

### IV. MONTHLY BILLING

Billing statements detailing charges for services provided by SWBT will be rendered monthly by SWBT to the LSP. Remittance in full by the LSP will be made within 30 days of the billing date.

### V. LIABILITY

- A. Any failure to populate accurate information in accordance with Section II.A. will be the responsibility of the LSP.
- B. SWBT will not be liable for any costs incurred by the LSP when the LSP is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT.

- 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 APPENDIX except for claims arising from SWBT's own gross negligence or willful misconduct, arising out of SWBT's provision of services hereunder.
- D. SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the services provided hereunder, 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 damage for which SWBT is held liable under this Appendix shall in no event exceed the amount of charges made for the services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- E. The LSP agrees to release, defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the LSP, its customers or end users except for claims arising from SWBT's provision of services hereunder. In circumstances where the LSP's obligations under this subsection apply, the LSP shall defend SWBT against all end user claims just as if LSP had provided such service to its end users with its own employees.
- F. The LSP also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

#### VI. 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 SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY LSP WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

## **APPENDIX UNE**

## APPENDIX: UNBUNDLED NETWORK ELEMENTS (UNE)

## I. Introduction

- A. This Appendix Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to LSP. The specific terms and conditions that apply to the unbundled Network Elements are described below. The prices for Network Elements are set forth in Price Schedule.

## II. General Terms and Conditions

- A. SWBT and LSP may agree to connect LSP's facilities with SWBT's network at any technically feasible point for access to unbundled Network Elements for the provision by LSP of a Telecommunications Service. Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services.
- B. SWBT will provide LSP access to the unbundled Network Elements to permit LSP to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. When LSP recombines unbundled elements to create services identical to SWBT's retail offerings, the prices charged to LSP for the rebundled services will be computed as SWBT's retail prices less the wholesale discount and offered under the same terms and conditions, including the application of access charges. In this situation, "identical" means that LSP is not using its own switching or other functionality or capability together with the unbundled elements in order to produce its service. Any request by LSP for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request process described in Section III.
- C. When LSP orders unbundled network elements, SWBT will perform the functions necessary to combine unbundled network elements in any manner required by law, even if those elements are not ordinarily combined in SWBT's network, provided that such combination is a) technically feasible; and b) would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with SWBT's network as provided in F.C.C. Rule 51.315 (c).

- D. LSP is responsible to designate each network element being ordered from SWBT and how those network elements are to be combined. Where multiple SWBT network elements are to be combined, LSP must designate the order in which the elements are to be connected. Where SWBT network elements are to be connected to another carrier's network element(s), LSP will designate how SWBT network element(s) are to be connected (i.e., cross connected) to the network element(s) of the other telecommunications carrier.
- E. Various subsections below list the Network Elements that LSP and SWBT have identified as of the Effective Date of this Agreement. SWBT will upon request of LSP and to the extent technically feasible provide LSP additional Network Elements or modifications to previously identified Network Elements for the provision by LSP of a Telecommunications Service. Such requests will be processed in accordance with the Bona Fide Request process.
- F. Unbundled Network Elements are provided under this agreement over such routes, technologies, and facilities as SWBT may elect at its own discretion. If LSP requests special facilities, equipment or routing of unbundled network elements such requests will be handled under the Bona Fide Request process.
- G. Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the Telecommunications Services provided by LSP through the use of those elements.
- H. Where unbundled elements provided to LSP are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs. The LSP agrees to relinquish control of any such unbundled element concurrent with the disconnection of a LSP's end user's service.
- I. Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- J. Network elements provided to LSP under the provisions of this Appendix will remain the property of SWBT.
- K. SWBT will provide network elements where technically feasible. Where facilities and equipment are not available, LSP may request and, to the extent required by law and as SWBT may otherwise agree, SWBT may provide Network Elements through the Bona Fide Request process.
- L. The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in

satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

- M. LSP's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if LSP violates this provision.
- N. When converting a SWBT account to an LSP account or between LSP and another provider, the conversion will be handled as a disconnect of the current account and a new connect of the unbundled network elements account.
- O. Performance of Network Elements
1. Each Network Element provided by SWBT to LSP will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, if any, as changed from time to time by SWBT at its sole discretion. LSP may request, and SWBT will provide, to the extent technically feasible, Network Elements that are superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Bona Fide Request process.
  2. Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. LSP will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- P. LSP will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance

with the applicable regulatory standards and requirements referenced in paragraph II, Q.

III. Bona Fide Request

- A. Sections IV - XI below identify specific unbundled Network Elements and provide the terms and conditions on which SWBT will offer them to LSP. Any request by LSP for an additional unbundled Network Element, or modifications to previously identified Network Elements, both to the extent technically feasible, will be considered under this Bona Fide Request process. Where facilities and equipment are not available, LSP may request and SWBT may agree to provide, Network Elements through the Bona Fide Request process.
- B. Each Party will promptly consider and analyze access to new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- C. A Network Element Bona Fide Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.
- D. The requesting Party may cancel a Network Element Bona Fide Request at any time, but will pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- E. Within ten (10) business days of its receipt, the receiving Party will acknowledge receipt of the Network Element Bona Fide Request.
- F. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.
- G. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly

develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

- H. Unless the Parties otherwise agree, the Network Element Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.
- I. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
- J. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- K. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

#### IV. Network Interface Device

- A. The Network Interface Device (NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end-user customer each make its connections.
- B. LSP may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Any repairs, upgrade and rearrangements required by LSP will be performed by SWBT based on time and material charges.
- C. LSP will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber of the SWBT NID.
- D. With respect to multiple dwelling units or multiple-unit business premises, LSP will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs.
- E. The SWBT NIDs that LSP uses under this Appendix will be those installed by SWBT to serve its customers.

- F. LSP will not attach to or disconnect SWBT's ground. LSP will not cut or disconnect SWBT's loop from its protector. LSP will not cut any other leads in the NID. LSP will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. LSP will tighten all screws or lugs loosened by LSP in the NID's enclosure and replace all protective covers.

V. Local Loop

- A. A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user customer premises.
- B. SWBT will provide at the rates, terms, and conditions set out in Price Schedule the following:
  - 1. The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
  - 2. SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
  - 3. The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
  - 4. The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
  - 5. The 4-Wire digital loop 1.544 Mbps will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- C. If LSP requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to LSP. If, however, no spare unbundled Loop is available, SWBT will within two business days, excluding weekends and holidays, of LSP's request notify LSP of the lack of available facilities. LSP may request alternative arrangements through the Bona Fide Request process.
- D. In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to unbundled loops when used in an explosive atmosphere. LSP will indemnify, defend and hold SWBT harmless from any and all claims by any person

relating to LSP's or LSP end user's use of unbundled loops in an explosive atmosphere.

VI. Local Switching

- A. The local switching element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number, dial tone, signaling and access to 911, operator services, directory assistance, and features and functions necessary to provide services required by law. In addition, the local switching element includes all vertical features that the switch is capable of providing, including custom calling, CLASS features, and centrex-like capabilities.
- B. SWBT will route InterLATA calls as defined by the exchange dialing plan via the existing PIC process when LSP uses Local Switching elements. Until such time that the commission implements intraLATA presubscription, SWBT will route IntraLATA Toll calls as defined by the exchange dialing plan when LSP uses Local Switching elements and will provide intraLATA toll to LSP without other usage sensitive charges. When the commission implements intraLATA presubscription, SWBT will route IntraLATA Toll calls to the presubscribed carrier.
- C. When LSP requests Unbundled Common Transport, SWBT's Local Switching element will route local calls on SWBT's common network to the appropriate trunk or lines for call origination or termination.
- D. SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- E. SWBT will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. LSP agrees to respond to SWBT's notifications regarding network congestion.

- F. SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. LSP requests for use of SWBT adjuncts will be handled through the Bona Fide Request process.
- G. SWBT will allow LSP to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are available or as may be requested by the Bona Fide Request process.
- H. Switch Ports
  - 1. Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for Switched voice communications.
  - 2. Analog (DID) Trunk Port: A trunk side switch connection used for voice communications via customer premises equipment primarily provided by a Private Branch Exchange (PBX) switch.
  - 3. ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities.
  - 4. ISDN Primary Rate Interface (PRI) Trunk Side Port: trunk side switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities.

#### VII. Tandem Switching

- A. Tandem Switching is defined as: (1) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card, (2) the basic switching function of connecting trunks to trunks; and (3) all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.
- B. Tandem Switching will provide trunk to trunk connections for local calls between two end offices.
- C. To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section IX.

#### VIII. Interoffice Transport

- A. The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or LSP, or

between switches owned by SWBT or LSP. Interoffice Transport includes Common Transport and Dedicated Transport.

- B. SWBT will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.
  - C. Common Transport - Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit LSP to connect its Unbundled Local Switching element purchased from SWBT with Common Transport to transport the local call dialed by the Unbundled Local Switching element to its destination through the use of SWBT's common transport network. Common Transport will also permit LSP to utilize SWBT's common network between a SWBT tandem and a SWBT end office.
  - D. Dedicated Transport
    - 1. Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SWBT or LSP, or between switches owned by SWBT or LSP.
    - 2. SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to LSP.
    - 3. SWBT will provide Dedicated Transport at the following speeds: DS1 (1.544 Mbps), DS3 (45 Mbps), OC3 (155.520 Mbps) and OC12 (622.080 Mbps). In addition, SWBT offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity.
    - 4. In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to entrance facilities when used in an explosive atmosphere. LSP will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to LSP's or LSP end user's use of unbundled loops in an explosive atmosphere.
  - E. Digital Cross-Connect System (DCS) - SWBT will offer Digital Cross-Connect System (DCS) in conjunction with the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers.
- IX. Signaling Networks and Call-Related Databases - Signaling Networks and Call-Related Databases are Network Elements that includes Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to SWBT's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB Validation, LIDB, CNAM, 800, and AIN.

X. Operations Support Systems Functions

- A. Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information.
- B. SWBT will provide LSP access to its Operations Support Systems Functions as outlined in Appendix OSS.

XI. Cross Connects

- A. The cross connect is the media between the SWBT distribution frame and an LSP designated collocation or to other SWBT unbundled network elements purchased by LSP.
- B. SWBT offers a choice of four types of cross connects with each unbundled loop type. The applicable cross connects are as follows:
  - 1. Cross connect to DCS
  - 2. Cross connect to MUX
  - 3. Cross connect to Collocation
  - 4. Cross connect to Switch Port
- C. Cross connects must also be ordered with Unbundled Dedicated Transport (UDT).
  - 1. The LSP must specify when placing an UDT order, in what order the unbundled network components are to be connected.
  - 2. The Cross Connect being requested must have a compatible interface to each of the elements which the Cross Connect is joining together.
  - 3. The following cross connects are available with UDT:
    - a) Voice Grade 2-Wire
    - b) Voice Grade 4-Wire
    - c) DS0 - DCS to Collocation
    - d) DS1
    - e) DS3
    - f) OC3
    - g) OC12
    - h) OC48

XII. Pricing

- A. Attached hereto as Price Schedule is a schedule which reflects the prices at which SWBT agrees to furnish Unbundled Network Elements to LSP. LSP agrees to compensate SWBT for unbundled Network elements at the rates contained in this Appendix. Unbundled Network Elements are

available from SWBT on a per unbundled Network Element basis at prices as contained in Price Schedule.

- B. For any rate element and/or charge contained in or referenced to in this Appendix that are not listed in the attached Price Schedule, including Bona Fide Requests, SWBT and LSP will negotiate prices.
- C. Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. Interest will apply on overdue amounts.
- D. SWBT will recover the costs of modifying its outside plant facilities for LSP space requirements. These costs will be recovered via the Bona Fide Request process described herein.
- E. **Recurring Charges**
  - 1. Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process may be longer.
  - 2. When an unbundled network element with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the total monthly charges, for the remainder of the minimum period.
  - 3. The minimum service period for unbundled dedicated transport elements is 12 months.
  - 4. Where rates will be based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office are rounded to the next higher minute. LSP will pay for all usage on such calls including those that are not completed due to busy or don't answer conditions.
  - 5. Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole mile before determining the mileage and applying rates.

**F. Non-Recurring Charges**

1. There are non-recurring charges for the first connection on an LSP order as well as separate non-recurring charges for each additional connection associated with the same LSP order at the same LSP specified premises. When converting the SWBT account to LSP or between LSP and another local service provider, the conversion will be handled as a disconnect of the current account and a new connect of the unbundled network element account.
2. LSP will pay a non-recurring charge when an LSP adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the Pricing Schedule. This charge also applies to point code information provided by LSP allowing other telecommunications providers to use LSP's SS7 signaling network.
3. A service order processing (Service Order) charge will apply for each service order issued by SWBT to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled elements.

**G. Maintenance of Elements**

1. The network elements provided by SWBT pursuant to this Appendix will be maintained by SWBT. LSP or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by SWBT, other than by connection or disconnection to any interface means used, except with the written consent of SWBT.
2. If trouble occurs with unbundled network elements provided by SWBT, LSP will first determine whether the trouble is in LSP's own equipment and/or facilities or those of the end user. If LSP determines the trouble is in SWBT's equipment and/or facilities, LSP will issue a trouble report to SWBT.
3. LSP will pay Time and Material charges when LSP reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
4. LSP will pay Time and Material charges when SWBT dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SWBT or in detariffed

CPE provided by SWBT, unless covered under a separate maintenance agreement.

5. If LSP issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SWBT personnel are dispatched. Subsequently, if SWBT personnel are allowed access to the premises, the charges discussed herein will still apply.
6. Time and Material charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work related efforts of SWBT performed during normally scheduled working hours on a normally scheduled work day. Overtime is work related efforts of SWBT performed on a normally scheduled work day, but outside of normally scheduled working hours. Premium Time is work related efforts of SWBT performed other than on a normally scheduled work day.
7. If LSP requests or approves a SWBT technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, LSP will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

H. Other Pricing Terms and Conditions for Unbundled Local Switching (ULS)

1. When LSP purchases Unbundled Local Switching, SWBT will provide LSP the vertical features that the switch is equipped to provide, as part of the usage charges associated with ULS. LSP will pay non-recurring charges to activate such features in association with a particular ULS Port type. There are two levels of non-recurring charges. The first will apply when the features are activated at the same time the port is established. A different non-recurring charge applies when the feature is activated subsequent to initial installation of the port.
2. When the NXX of the telephone number provided to LSP is one associated with an optional EAS arrangement, LSP will pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

3. LSP will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation and Call Handling and Destination) are per query and in addition to the Toll Free Database query charge, and will also be paid by LSP.
  4. Use of SWBT's SS7 signaling network will be provided for unbundled local switching as set forth in Appendix SS7. LSP does not separately order SS7 under this method. LSP will be charged for the use of the SWBT SS7 network on a per call basis when the SS7 network is used in conjunction with unbundled local switching.
  5. With Unbundled Local Switching, SWBT will make available features that require resources outside the switch, but LSP will pay additional charges (e.g., TCAP messages, SS7 Signaling, database queries, etc.) for such features.
  6. Associated with Unbundled Local Switching, LSP will pay a non-recurring and a monthly recurring charge for the establishment of common block for a particular end user served by LSP. LSP will also pay a non-recurring charge for activation of features associated with individual ports and for subsequent changes to features associated with individual ports. These non-recurring charges are separate from the service charges for service order processing.
- I. Temporary Rate Structure for Unbundled Local Switching (ULS)
1. LSP will be charged a per minute rate for each local call generated by an unbundled local ULS port, when both the originating and terminating telephone number are in the same 11 digit CLLI end office. When LSP uses a ULS port to initiate a call to a terminating number associated with a different 11 digit CLLI, LSP will pay a rate per minute for ULS plus a rate per minute for UCT transport. The parties agree to assume that SWBT's common transport network is used in this latter case.
- J. Standard Interim Structure for ULS
1. Intra Switch Calls - On calls originating and terminating in the same switch:
    - a) LSP will pay ULS-O for a call originating from an ULS line or trunk port that terminates to a SWBT end user service line or any other unbundled line or trunk port which is connected to the same end office switch.

- b) LSP will pay ULS-O for a centrex-like ULS intercom call in which the LSP's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
  - c) SWBT will not bill ULS-T for calls originating from a bundled line port (a line port associated with the provision of resold local service by SWBT, or associated with local service to SWBT end user) and terminating to a ULS Port.
  - d) SWBT will not bill ULS-T for Intraswitch calls originated by an unbundled ULS port even when the line to which the call is terminated is another ULS Port.
2. Inter Switch Calls - On calls not originating and terminating in the same switch:
- a) When a call originates from an ULS Port and is routed to SWBT's public network via a connection to UCT, ULS-O will apply. Charges for UCT as outlined below will also apply.
  - b) When an InterLATA toll call is initiated from an ULS port it will be routed to the end user PIC choice. ULS-O usage charges will apply to LSP in such event.,
  - c) Until IntraLATA Dialing Parity, all intraLATA toll calls initiated by ULS Port will be routed to SWBT. The LSP will pay IntraLATA toll rates for such calls. No ULS usage charges will apply to LSP in such event.
  - d) After IntraLATA Dialing Parity, IntraLATA toll calls from ULS Ports will be routed to the end user PIC choice. ULS-O charges will apply.
  - e) When LSP uses ULS Ports to initiate an 800/888 call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply to the ULS Port.
  - f) When a call that has been routed through SWBT's public network terminates to an ULS Port, from another of the same LSP's ports or another LSP's ULS Port, ULS-T charges will apply.
  - g) When a call that has been routed through SWBT's public network terminates to an ULS Port, from the bundled local exchange service of SWBT, ULS-T charges will apply.

- h) When a call terminates to an ULS Port via terminating access services provided by SWBT (e.g., FGA, FGB, FGD, WATS etc.) SWBT will assess ULS-T charges.
- i) When a call which has been routed from another network terminates to an ULS line port, ULS-T charges will apply.

**APPENDIX UNC-DUS**

## Appendix UNC-DUS

Unbundled Network Components (UNC) Service provides a number of SWBT network components which, when utilized with the LSP's interconnection arrangement, will allow the LSP to provide a connection from its switch to its end user's location.

The UNC Service provides LSPs the ability to offer Exchange Services using individual or combined SWBT-provided network elements. UNC is intended to be used for the origination and termination of switched traffic. Switched traffic may or may not involve a SWBT switch. The connection from the LSP's to SWBT's network may utilize facilities obtained through negotiated interconnection arrangements including collocation.

The UNC Service is provided where facilities are available in accordance with the specifications, interfaces and parameters described in SWBT Technical Publications. LSPs ordering UNC Service are responsible for obtaining or providing facilities and equipment that are compatible with SWBT's UNC Service. Once the UNC Service is disconnected, the components are again available to SWBT for future provisioning needs of other customers.

The UNC Service components are:

Loop: The physical path, distinguished by technical parameters, bandwidth or bit rate, between a network interface on the customer's premises and a point of termination (e.g., MDF, DSX-1) in the SWBT Central Office. Transport mileage may be required to extend the loop to another SWBT Central Office for traffic aggregation.

Loop Cross Connect: The physical cross connect from a termination point to a SWBT-provided switched port, a SWBT-provided multiplexer or facility, a customer-provided multiplexer or facility.

Switched Port: SWBT central office switch interface hardware providing access to switching functions.

Local Switching: Provides call processing and switching in a SWBT switch.

Local Switch Transport: Provides for the transport of information to and from SWBT's network within a pre-defined local calling scope on a usage sensitive basis (per minute of use), one minute minimum per call.

Limitations on Unbundled Access: Dial US shall not cross-connect a SWBT unbundled loop to a SWBT provided unbundled switched port. Rather, Dial US shall purchase a network access line under applicable tariffs.

The LSP shall pay the charge for each of the UNC elements that it utilizes in the provision of services. All components described above may be purchased from this

Appendix. This includes the mileage components for transport to extend the unbundled loop to another SWBT Central Office for aggregation of traffic.

*Special Construction Charges:*

Rates and charges for special construction are special quotations and will be based on estimated cost incurred by SWBT and may include (1) one-time service charges, (2) recurring type charges, (3) termination liabilities, (4) or combination thereof. Special construction rates are charged in addition to rates and charges for UNC Service in this Appendix. The charges will be assessed in cases where facilities are not available or requirements of the LSP are different from the existing deployed network.

*Nonrecurring Charges:*

As noted in the "UNC Rate Element" discussion, a nonrecurring charge shall be applicable for the installation of UNC. LSP shall pay nonrecurring charges for the first connection on an order as well as separate nonrecurring charges for each additional connection associated with that same LSP order at the same end user's premises.

*Changes in Providers:*

The conversion of a SWBT account to an LSP account or the conversion of an account from one LSP to another LSP utilizing UNC Service will be treated as a disconnect of the current account and a new connect of the UNC Service account.

*End User Common Line (EUCL) Charge:*

LSP acknowledges that the total loop price it shall pay includes the EUCL charge, as found in Section 4 of SWBT's Tariff FCC No. 73, for each UNC Loop. This charge consists of a single line or multi-line rate depending on the end-user's circumstances. Dial US further acknowledges that SWBT has filed an Application for a waiver with the FCC to authorize SWBT to charge the EUCL to LSPs on a per line basis, rather than to charge the end users directly. If the FCC grants SWBT's waiver request, Dial US agrees that its total loop price shall continue to include the EUCL.

*Maintenance of Service Charge:*

The LSP shall pay a Maintenance of Service Charge to SWBT when SWBT dispatches personnel to the end user's premises served by UNC Services and finds the trouble is in the equipment or communications systems located on the end user's side of the demarcation point. Basic Time is work related efforts of SWBT performed during normally scheduled working hours. Overtime is work related efforts of SWBT performed outside of a normally scheduled work day. Premium Time is work related efforts of SWBT performed outside of a normally scheduled work week.

**Maintenance of Service Periods**

	1st ½ hour or fraction thereof	Each Add'l ½ hour or fraction thereof
Basic Time	\$26.24	\$21.32
Overtime	\$31.65	\$26.73
Premium Time	\$36.67	\$32.15

*Spectrum Management:*

In order to minimize possible signal interference with other customer services in a particular facility that carries an unbundled loop, the following parameters apply:

**2-Wire Analog Loop (8db)**

This exchange facility loop supports 2-wire analog, voice frequency, voice bandwidth services with or without loop start signaling. The maximum end-to-end transmission loss for this loop facility is 8db, as measured at one KHz. On-hook transmission capability is provided. End-to-end DC continuity may or may not be supported. Only analog signals may be applied to this facility. Therefore, digital signals cannot be applied to this exchange facility loop. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to applicable FCC rules.

Example of supported service/technologies: Traditional loop start POTS for both residential and business customers.

Supported Voice Bandwidth: 300 Hz to 3000 Hz.

**2-Wire Analog Loop (5db)**

This exchange facility loop supports 2-wire, analog, voice frequency, voice bandwidth services, including three choices of loop signaling: (1) loop start, (2) ground start, and (3) wink start. The maximum end-to-end transmission loss for this 5dB, as measured at 1 KHz. On-hook transmission capability is also provided. End-to-end DC continuity may or may not be supported. Only analog signals may be applied to this facility. Therefore, digital signals cannot be applied to this exchange facility loop. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to applicable FCC rules.

Examples of supported services/technologies include: Traditional loop start POTS, PBX combination trunks (loop start or ground start), and PBX DID trunks (wink start).

Supported Voice Bandwidth: 300 Hz - 3000 Hz

## **2-Wire Digital Loop**

This exchange facility loop supports 2-wire, switched, digital services. End-to-end DC continuity may or may not be provided through the exchange facility path. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to applicable FCC rules.

Examples of supported services/technologies include: Basic Rate ISDN (2B1Q Line Code). Supported Usable Bandwidth: Up to 40 KHz

## **4-Wire Digital Loop**

This exchange facility loop will support 4-wire digital service. End-to-end DC continuity may or may not be provided. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to SWBT's Tariff FCC No. 73, Section 2.1.5(c) and applicable FCC rules.

Examples of supported services/technologies include: Primary Rate ISDN, HDSL.

Supported Usable Bandwidth: Up to 772 KHz

### **Rates and Charges:**

UNC rate elements are available from SWBT on a per element, per month basis with the exception of Local Switching and Local Switch Transport. Local Switching and Local Switch Transport will be provided on a per minute of use basis. Transport Usage will be measured beginning when the transport facilities are seized and ends when a signal is received by SWBT that the call has terminated. There is a one minute minimum Local Switch Transport charge for each call utilizing UNC service. Transport extension of the unbundled loop will be at 1:544MB or higher.

UNC Rate Elements:	Monthly Charge	Nonrecurring Charge	
		1st	Add'l*
A. Loop			
2-Wire Analog 8db Loop	\$14.30	\$52.25	\$35.00
2-Wire Analog 5db Loop	\$15.70	\$52.25	\$35.00
2-Wire Digital Loop (BRI)	\$31.50	\$52.25	\$35.00

\* The additional nonrecurring charge is for additional unbundled loop at the same premises and on the same LSP service order.

B. TR08 Multiplexing  
(Does not include facility charges.)

*McDaniel End Office only*  
TR08 Loop Extension

<u>Without concentration</u> <u># of 96 line increments</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate (2 year</u> <u>Term)</u>
1	None	\$1,700
2-6	\$1,000	\$ 600

<u>Concentrated (2:1)</u> <u># of 96 line increments</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate (2 year</u> <u>Term)</u>
1	None	\$2,000
2-6	\$1,000	\$ 700

*Other End Offices*  
TR08 Loop Extension

<u>Without Concentration</u> <u># of 96 line increments</u>	<u>Nonrecurring Charge 3 Year Term 1 Year Term</u>		
1	\$3,500	\$1,700	\$3,000
2-6	\$1,000	\$ 600	\$1,050

<u>Concentrated (2:1)</u> <u># of 96 line increments</u>	<u>Nonrecurring Charge</u>	<u>3 Year Term</u>	<u>1 Year Term</u>
1	\$3,500	\$2,000	\$3,500
2-6	\$1,000	\$ 700	\$1,225

<u>UNC Rate Elements:</u>	<u>Monthly Charge</u>
C. Loop Cross Connect	
2-Wire Analog (D4 or TR08)	\$3.75
2-Wire Analog (Physical Collocation)	\$1.50

# APPENDIX DA

## DIRECTORY ASSISTANCE SERVICE

This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company ("SWBT") agrees to provide Directory Assistance Services (DA Services) for Brooks Fiber ("Brooks Fiber").

### I. SERVICES

SWBT will provide the following DA Services:

- A. DIRECTORY ASSISTANCE (DA) - consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") to Brooks Fiber's end users who dial 411 or NPA+555+1212 and whenever appropriate, performing Non-Published and Non-List service according to current SWBT methods and practices.
- B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC) - an optional service in which SWBT completes a call to the requested number on behalf of Brooks Fiber's end user, utilizing an automated voice system or with operator assistance. SWBT agrees to provide DA with DACC upon request.

### II. DEFINITIONS

The following terms are defined as set forth below:

- A. Non-List Telephone Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA operator.
- B. Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA operator.
- C. Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA operator.
- D. Call Branding - the procedure of identifying a providers name audibly and distinctly to the consumer at the beginning of each DA Services call, and prior to completion of a DACC request.

### III. CALL BRANDING

SWBT will brand DA Services in Brooks Fiber's name upon request. Call Branding is provided under the following terms and conditions:

- A. Brooks Fiber obtains the requisite Carrier Identification Code (CIC) from Bellcore or the designated assigning entity; or
- B. Brooks Fiber uses common transport, dedicated facilities or trunk groups with a unique NXX to connect to SWBT facilities. Where Brooks Fiber provides Unbundled Directory Assistance, Brooks Fiber's end users will share an NXX also used for SWBT end users. In this event, SWBT operators will refrain from branding calls, when legally permissible to do so. Where calls are mechanically branded, the SWBT brand will remain until the ability to provide the Brooks Fiber specific brand is available.
- C. Brooks Fiber will provide SWBT with a copy of its branding recording to be used for its DA calls. The recorded brand must be in accordance with SWBT's branding specifications and must be compliant with SWBT's platforms. Brooks Fiber acknowledges that SWBT is not responsible for the quality of the branded message provided by Brooks Fiber.

An initial non-recurring charge applies per load for the establishment of Call Branding as well as a charge per subsequent load to change the brand.

#### IV. DA SERVICES RATE/REFERENCE INFORMATION

SWBT DA operators will provide DA Services Rate Information upon request to Brooks Fiber's end users. Rate/reference information will be provided under the following terms and conditions:

- A. Brooks Fiber will furnish Rate Information in a mutually agreed to format or media thirty (30) days in advance of the date when the DA Services are to be undertaken.
- B. Brooks Fiber will inform SWBT, in writing, of any changes to be made to such Rate Information ten (10) working days prior to the effective rate change date. Brooks Fiber acknowledges that it is responsible to provide SWBT updated Rate Information in advance of when the Rates are to become effective.
- C. In all cases when SWBT receives a rate request from a Brooks Fiber end user, SWBT will quote the DA rates as provided by Brooks Fiber.

An initial non-recurring charge will apply for loading of Brooks Fiber's DA Services Rate Information as well as a charge for each subsequent change to Brooks Fiber's DA Services Rate Information.

V. RESPONSIBILITIES OF THE PARTIES

- A. SWBT will be the sole provider of DA Services for Brooks Fiber's local serving area(s) listed in Exhibit I, which is attached to this Appendix, beginning on the service effective date also shown in Exhibit I.
- B. Brooks Fiber will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT operator switch. Should Brooks Fiber seek to provide interexchange DA Service under this agreement it is responsible for ordering the necessary facilities. Nothing in this agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- C. Facilities necessary for the provision of DA Services shall be provided by the parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities. Brooks Fiber shall bear the costs of facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT operator switch. SWBT shall bear the cost of facilities and equipment necessary to provide DA Services.
- D. Brooks Fiber will furnish in writing to SWBT, thirty (30) days in advance of the date when the DA Services are to be undertaken, all end user listing records and information required by SWBT to provide the DA Services.
- E. Brooks Fiber will keep end user listing records current using reporting forms and procedures that are mutually acceptable to both parties, and will inform SWBT, in writing, of any changes to be made to such records. Brooks Fiber will send the DA listing records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.
- F. SWBT will accumulate and provide Brooks Fiber such data as necessary for Brooks Fiber to verify traffic volumes and bill its end users.

VI. METHODS AND PRACTICES

SWBT will provide the DA Services to Brooks Fiber's end users in accordance with SWBT's DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

VII. PRICING

Pricing for DA Services shall be based on the rates specified in Exhibit II, PRICING, which is attached hereto and made part of this Appendix. The prices will apply from the

service effective date through the term of this agreement as specified in paragraph X., A. below. Beyond the specified term of this Appendix, SWBT may change the prices for the provision of DA Services upon one hundred-twenty (120) days' notice to Brooks Fiber.

VIII. MONTHLY BILLING

SWBT will render monthly billing statements to Brooks Fiber, and remittance in full will be due within thirty (30) days of receipt.

IX. LIABILITY

- A. In addition to the liability provisions contained in the Agreement, Brooks Fiber agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that Brooks Fiber may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of Brooks Fiber's end users use of DA Services. Brooks Fiber shall defend against all end user claims just as if Brooks Fiber had provided such service to its end user with the Brooks Fiber's own operators and shall assert its tariff limitation of liability for benefit of both SWBT and Brooks Fiber.
- B. Brooks Fiber also agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

X. TERMS OF APPENDIX

- A. Unless sooner terminated, this Appendix will continue in force for the duration of the main Agreement until terminated by one hundred-twenty (120) days notice in writing from either Party to the other.
- B. If Brooks Fiber terminates this agreement prior to the agreed-upon term of this Appendix, Brooks Fiber shall pay SWBT, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Appendix prior to its termination.
- C. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Exhibit II.



APPENDIX DA  
EXHIBIT II  
PRICING

EFFECTIVE: \_\_\_\_\_  
(mm/dd/yr)

The following rates will apply for each service element:

<p>A. DIRECTORY ASSISTANCE (DA)</p> <p>This usage rate applies to each DA call.</p> <p style="text-align: right;">Rate per call</p>	<p style="text-align: right;">\$.401</p>
<p>B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)</p> <p>This usage rate applies to each DA call that has been completed to the requested number.</p> <p style="text-align: right;">Rate per completed call</p>	<p style="text-align: right;">\$.24</p>
<p>C. CALL BRANDING</p> <p>An initial non-recurring charge applies per trunk group for the establishment of Call Branding.</p> <p style="text-align: right;">Rate per initial load</p> <p style="text-align: right;">Rate per load for Brand change</p>	<p style="text-align: right;">\$2,325.00</p> <p style="text-align: right;">\$2,325.00</p>
<p>D. DA SERVICES RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies for the initial load of Carrier's DA Services Rate/Reference Information. An additional non-recurring charge applies for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">Rate per initial load</p> <p style="text-align: right;">Rate per subsequent rate change</p> <p style="text-align: right;">Rate per subsequent reference change</p>	<p style="text-align: right;">\$3,650.00</p> <p style="text-align: right;">\$2,650.00</p> <p style="text-align: right;">\$2,650.00</p>

# APPENDIX OS

**APPENDIX OS**  
**OPERATOR SERVICES**

This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company ("SWBT") agrees to provide Operator Services for Brooks Fiber ("Brooks Fiber").

**I. SERVICES**

SWBT will provide the following Operator Services:

- A. **FULLY AUTOMATED CALL PROCESSING** - Allows the caller to complete a call utilizing equipment without the assistance of a SWBT operator, hereafter called "Operator."

This allows the caller the option of completing calls through an automated alternate billing system (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone and failure or low response by the caller to the audio prompts will bridge the caller to an Operator for assistance. The called party must also have Touch-tone service to automatically accept calls that are billed collect or to a third number.

- B. **OPERATOR-ASSISTED CALL PROCESSING** - Allows the caller to complete a call by receiving assistance from an Operator.

**II. DEFINITIONS**

- A. **FULLY AUTOMATED CALL PROCESSING**

SWBT will support the following fully automated call types for Brooks Fiber:

1. **FULLY AUTOMATED CALLING CARD STATION-TO-STATION** - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the telecommunications calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Appendix, is one for which SWBT can perform billing validation. Fully-Automated Calling Card Call Service may also include the following situations:

- a. When an individual with a disability dials zero (0) and identifies himself or herself as disabled, he or she will provide the Operator the desired telephone number and the calling card number to which the call is to be billed.
  - b. When due to trouble on the network, or lack of service components (facilities to the AABS network), the automated call processing cannot be completed without assistance from an Operator.
  - c. When an Operator reestablishes an interrupted call that meets any of the situations described in this call type.
2. FULLY AUTOMATED STATION-TO-STATION - This service is limited to those calls placed collect or billed to a third number. The caller dials zero (0) plus the telephone number desired, the service selection codes and/or billing information as instructed by the automated equipment. The call is completed without the assistance of an Operator. Fully Automated Station-to-Station service may also include the following situations:
- a. When an individual with a disability identifies himself or herself as disabled and provides the Operator the number to which the call is to be billed (either collect or third number).
  - b. When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
  - c. When an Operator reestablishes an interrupted call that meets any of the situations described in this call type.

**B. OPERATOR-ASSISTED CALL PROCESSING**

SWBT will support the following operator-assisted call types for Brooks Fiber:

1. SEMI-AUTOMATED STATION-TO-STATION - A service provided when the caller dials zero (0) plus the telephone number desired and the call is completed with the assistance of an Operator. Semi-Automated Station-to-Station service may also include the following situations:

- a. Where the caller does not dial zero (0) prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
  - b. When an Operator re-establishes an interrupted call that meets any of the situations described in this call type.
2. SEMI-AUTOMATED PERSON-TO-PERSON - A service in which the caller dials zero (0) plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. Semi-Automated Person-to-Person service may also include:
  - a. Where the caller does not dial a zero (0) prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
  - b. When an operator reestablishes an interrupted call that meets any of the situations described in this call type.
3. SEMI-AUTOMATED CALLING CARD STATION-TO-STATION - A service provided when the caller dials zero (0) plus the desired telephone number and provides the Operator the calling card number to which the call is to be charged. Semi-Automated Calling Card Station-to-Station service may also include the following situations:
  - a. When the caller does not dial zero (0) prior to dialing the number desired from a public or semi-public telephone, or from a telephone that is directly routed to an Operator, and the call is billed to a calling card.
  - b. When an Operator reestablishes an interrupted call that meets any of the situations described in this call type.
4. STATION-TO-STATION (OPERATOR HANDLED) - A service provided when the caller dials zero (0) and places a sent paid, collect, third number or calling card station-to-station call using an Operator's assistance. These calls may originate from a private, public or semi-public telephone. The service may also include the situation when an Operator

reestablishes an interrupted call that meets any of the situations described in this call type.

5. PERSON-TO-PERSON (OPERATOR HANDLED) - A service in which the caller dials zero (0) and specifies to the Operator the number desired and the person to be reached, or a particular PBX station, department or office to be reached through a PBX attendant, or a particular mobile service point to be reached through a mobile telephone attendant. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include situations when an Operator reestablishes an interrupted call that meets any of the situations described in this call type.
6. LINE STATUS VERIFICATION - A service in which the caller asks the Operator to determine the condition of a telephone line.
7. BUSY LINE INTERRUPT - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
8. OPERATOR TRANSFER SERVICE - A service offered by SWBT in which the local caller requires Operator Assistance for completion of a call outside the originating LATA. The SWBT Operator transfers the call to an interexchange carrier selected by the caller from a list of IXC's provided to SWBT by the Brooks Fiber. This transfer service is similar to SWBT's "Operator Transfer" service offering. Brooks Fiber agrees to obtain all necessary compensation arrangements between Brooks Fiber and participating carriers.
9. MISCELLANEOUS - Includes the following call types: General Assistance and Rate Quotes, 800, 888 and connections to all other Toll Free services, Repair Bureau and Business Office requests, credit requests, NPA-NXX location requests, and all other 0- No Attempt services.

### III. CALL BRANDING

SWBT will brand Operator Services in Brooks Fiber's name upon request. Call Branding is only provided under the following terms and conditions:

- A. Brooks Fiber obtains the requisite Carrier Identification Code (CIC) from Bellcore or the designated assigning entity; or
- B. Brooks Fiber uses common transport, dedicated facilities or trunk groups with a unique NXX to connect to SWBT facilities. Where Brooks Fiber provides Unbundled Operator Services, Brooks Fiber's end users will share an NXX also used for SWBT end users. In this event, SWBT operators will refrain from branding OS calls, when legally permissible to do so. Where calls are mechanically branded, the SWBT brand will remain until the ability to provide the Brooks Fiber specific brand is available.
- C. Brooks Fiber will provide SWBT with a copy of its branding recording to be used for its OS calls. The recorded brand must be in accordance with SWBT's branding specifications and must be compliant with SWBT's platforms. Brooks Fiber acknowledges that SWBT is not responsible for the quality of the branded message provided by Brooks Fiber.

An initial non-recurring charge applies per load for the establishment of Call Branding as well as a charge per subsequent load to change the brand.

#### IV. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

SWBT OS operators will provide Operator Services Rate Information upon request to Brooks Fiber's end users. Rate/reference information will be provided under the following terms and conditions:

- A. Brooks Fiber will furnish Rate Information in a mutually agreed to format or media thirty (30) days in advance of the date when the Operator Services are to be undertaken.
- B. Brooks Fiber will inform SWBT, in writing, of any changes to be made to such Rate Information ten (10) working days prior to the effective rate change date. Brooks Fiber acknowledges that it is responsible to provide SWBT updated Rate Information in advance of when the Rates are to become effective.
- C. In all cases when SWBT receives a rate request from a Brooks Fiber end user, SWBT will quote the OS rates as provided by Brooks Fiber.

An initial non-recurring charge will apply for loading of Brooks Fiber's Operator Services Rate Information as well as a charge for each subsequent change to Brooks Fiber's Operator Services Rate Information.

V. HANDLING OF EMERGENCY CALLS TO OPERATOR

To the extent Brooks Fiber's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller on his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. Brooks Fiber must provide SWBT with the correct information to enable the transfer. When the assistance of another Carrier's operator is required, SWBT will attempt to reach the appropriate operator if the network facilities for inward assistance exist. Brooks Fiber agrees to indemnify SWBT for any misdirected calls.

VI. RESPONSIBILITIES OF THE PARTIES

- A. SWBT will be the sole provider of Operator Services for Brooks Fiber's local service area(s) listed in Exhibit I, which is attached to this Appendix, beginning on the service effective date also shown in Exhibit I. SWBT will provide Operator Services only where the necessary physical facilities are available and in place and under conditions previously stated in this Appendix.
- B. Brooks Fiber will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT operator switch. Should Brooks Fiber seek to provide interexchange Operator Services under this agreement, it is responsible for ordering the necessary facilities through SWBT's interstate or intrastate Access Service tariffs. Nothing in this agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- C. Facilities necessary for the provision of Operator Services shall be provided by the parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities. Brooks Fiber shall bear the costs of facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT operator switch. SWBT shall bear the cost of facilities and equipment necessary to provide Operator Services.
- D. Brooks Fiber will furnish in writing to SWBT, thirty (30) days in advance of the date when the Operator Services are to be undertaken, unless otherwise agreed to by the SWBT, all records required by SWBT to provide the Operator Services.
- E. Brooks Fiber will keep all records furnished to SWBT current by using reporting forms and procedures that are mutually acceptable to both parties, and will inform SWBT in advance of any changes to be made in such records. SWBT will specify the required interval for such advance notice. Brooks Fiber will provide all records and changes to records to SWBT in writing or in any other mutually agreeable format.

- F. SWBT will accumulate and provide the Brooks Fiber such data as necessary for the Brooks Fiber to verify traffic volumes and bill its end users.

VII. METHODS AND PRACTICES

SWBT will provide the Operator Services to Brooks Fiber's end users in accordance with SWBT's OS methods and practices in effect for SWBT at the time the OS call is made, unless otherwise agreed in writing by both parties.

VIII. PRICING

Pricing for Operator Services shall be based on the rates specified in Exhibit II, PRICING, which is attached and made part of this Appendix. The rates will apply from the service effective date through the term of this agreement as specified in paragraph X., A. below. At any time beyond the specified or the term of this Appendix, SWBT may change the prices for the provision of OS upon one hundred-twenty (120) days' notice to Brooks Fiber.

IX. MONTHLY BILLING

SWBT will render monthly billing statements to Brooks Fiber, and remittance in full will be due within thirty (30) days of receipt.

X. LIABILITY

- A. In addition to the liability provisions contained in the Agreement, Brooks Fiber agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that Brooks Fiber may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of Brooks Fiber's end users use of Operator Services. Brooks Fiber shall defend against all end user claims just as if Brooks Fiber had provided such service to its end user with the Brooks Fiber's own operators and shall assert its tariff limitation of liability for benefit of both SWBT and Brooks Fiber.
- B. Brooks Fiber also agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the Operator Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the Operator Services.

XI . TERMS OF APPENDIX

- A. Unless sooner terminated, this Appendix will continue in force for the duration of the main Agreement until terminated by one hundred-twenty (120) days notice in writing from either Party to the other.
  
- B. If Brooks Fiber terminates this agreement prior to the agreed-upon term of this Appendix, Brooks Fiber shall pay, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Appendix prior to its termination.
  
- C. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Exhibit II.

APPENDIX OS  
EXHIBIT I  
LOCAL SERVICE AREA(S)

EFFECTIVE: \_\_\_\_\_  
(mm/dd/yr)

The following table depicts the service area(s) covered by this Appendix:

<i>Brooks Fiber's</i> LOCAL SERVICE AREA(S)	EFFECTIVE DATE

APPENDIX OS  
EXHIBIT II  
PRICING

EFFECTIVE: \_\_\_\_\_  
(mm/dd/yr)

The following rates will apply for each service element:

<p><b>A. FULLY AUTOMATED CALL PROCESSING</b></p> <p>This usage rate applies to each call that has been completed on a fully automated basis.</p> <p style="text-align: right;">Rate per completed automated call</p>	<p style="text-align: right;">\$.173</p>
<p><b>B. OPERATOR-ASSISTED CALL PROCESSING</b></p> <p>This usage rate applies to each call that has been answered by or forwarded to an operator.</p> <p style="text-align: right;">Rate per actual work second</p>	<p style="text-align: right;">\$.020</p>
<p><b>C. CALL BRANDING</b></p> <p>An initial non-recurring charge applies per trunk group for the establishment of Brooks Fiber specific Call Branding. An additional non-recurring charge applies for each subsequent change to the branding announcement.</p> <p style="text-align: right;">Rate per initial load group Rate per load for Brand change</p>	<p style="text-align: right;">\$2,325.00 \$2,325.00</p>
<p><b>D. OPERATOR SERVICES RATE/REFERENCE INFORMATION</b></p> <p>An initial non-recurring charge applies for the initial load of Brooks Fiber's Operator Services Rate/Reference Information. An additional non-recurring charge applies for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">Rate per initial load Rate per subsequent rate change Rate per subsequent reference change</p>	<p style="text-align: right;">\$3,650.00 \$2,650.00 \$2,650.00</p>

# APPENDIX CNAM

## APPENDIX CNAM

This appendix contains the terms and conditions under which SWBT and Brooks Fiber shall provide CNAM Service Query service (or equivalent service):

### 1. Definitions

A. A-links mean a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

B. Calling Name Delivery (CNAM) service enables the terminating end user to identify the calling party by a displayed name before the call is answered. The calling party's name, date and time of the call are retrieved from an SCP database and delivered to the end user's premise between the first and second ring for display on compatible customer premise equipment (CPE).

C. CNAM Service Query is SWBT's service that allows Brooks Fiber to query SWBT's Calling Name database for Calling Name information in order to deliver that information to Brooks Fiber's local subscribers.

D. Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name database.

E. Calling Name information means telecommunications companies' records of all their subscribers' names associated with one or more assigned ten-digit telephone numbers.

F. Service Control Point (SCP) is a CCS network node where the Calling Name database resides.

G. Service Point (SP) means a CCS network interface element capable of initiating and/or terminating SS7 messages from an end office.

H. 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.

I. 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 Calling Name Queries must connect with an SWBT STP in order to connect to SWBT's SCP.

J. Common Channel Signaling (CCS) Network is an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. CNAM Queries and Response messages are transported across the CCS network.

K. Signaling System 7 (SS7) is the signaling protocol used by the CCS network.

L. CNAM Service Query Rate applies to each CNAM Query received at the SCP where a Party's Calling Name database resides.

M. Query Transport Rate applies to each CNAM Query transported through a Party's interconnecting STP and between the STP and the Calling Name database. SWBT and Brooks Fiber shall list their STP locations in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

N. Query means a message in American National Standards Institute's (ANSI) standard SS7 signaling protocol which represents a request to a Calling Name database for Calling Name information.

O. Response means an SS7 message which when appropriately interpreted represents an answer to a Query.

P. Name Record Administering Companies means telecommunications companies that administer telephone number assignments to the public and which make their Calling Name information available in a Party's Calling Name database.

## 2. Description of Service

A. SWBT shall provide Brooks Fiber Calling Name information whenever Brooks Fiber initiates a Query from an SSP for such information associated with a call terminating to a CNAM subscriber.

B. All Queries to SWBT's Calling Name database shall use a translation type of 005 and a subsystem number in the calling party field mutually agreed upon by the Parties. Brooks Fiber acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process Queries to its Calling Name database.

C. Brooks Fiber warrants to SWBT that it 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 CNAM Service Query. (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 and agrees 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 its 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 initiating service under this Agreement, Brooks Fiber shall provide to SWBT 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 discretion, determines that it lacks adequate storage or processing capability to provide CNAM Service Query to Brooks Fiber, SWBT shall notify Brooks Fiber of its intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

F. Upon request, 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 Agreement.

G. SWBT provides CNAM Service Query 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 CNAM Service Query for interexchange carriers, operator service providers, and other telecommunications companies under separate contract rates. Brooks Fiber agrees that any use of SWBT's LIDB for the provision of CNAM Service Query by Brooks Fiber, including, but not limited to, when Brooks Fiber acts as an operator service provider 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 standard terms, conditions, rates and charges of SWBT's non-Brooks Fiber contracts, as revised, for CNAM Service Query.

3. Price and Payment

A. Brooks Fiber shall pay a CNAM Service Query Rate of \$0.0115 and a Query Transport Rate of \$0.0045, including revisions to such tariff, for each Query initiated into SWBT's Calling Name database. Additional nonrecurring charges for point code activation and service order activity shall be applicable for all such activity after the initial service order and initial point code activation. The applicable nonrecurring charges shall be those included in SWBT's interstate Access Services Tariff, including any revisions to such tariffs thereto. The per CNAM Service Query rate SWBT charges hereunder may be increased upon sixty (60) days written notice to the Brooks Fiber unless Brooks Fiber acts as an agent on behalf of other carriers in which case ninety (90) days written notice shall be given. Upon such notice, the Party receiving notice may terminate this Appendix without any termination liability as provided in Section 5(B) of this Appendix. All tariffed rates associated with Services provided hereunder are subject to change pursuant to revisions of such tariffs.

B. SWBT shall record usage information for Brooks Fiber's CNAM Queries terminating to SWBT's Calling Name database. SWBT shall use its SCPs as the source of usage data. SWBT shall aggregate usage by the point code of the Query-originating SSP.

C. Based upon the data identified in Subsection 3.B above, SWBT shall bill the Brooks Fiber for its CNAM Queries on a monthly basis. The bill will be issued by the fifteenth day of each month, and Brooks Fiber shall pay the Subsection 3.B bill within thirty (30) days of the bill issue date.

D. 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).

E. 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 the Party disputes will be paid by that Party according to the terms of Subsection 3.C 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.C. 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.

F. 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 will designate those point codes from which it originates CNAM 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 CNAM Service Queries 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 will provide SWBT with a percentage of use factor that SWBT can use to apportion Brooks Fiber's traffic between SWBT's terms and conditions, rates and charges under this Appendix and the standard terms, conditions, rates and charges under SWBT's non-Brooks Fiber contracts. Brooks Fiber will provide this factor in a whole number between one (1) and one hundred (100) to indicate the percentage of CNAM Service Queries 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 CNAM 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 traffic is from Brooks Fiber acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas.

G. 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 be 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 use factor of one percent (1%).

H. Brooks Fiber agrees to 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 will 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 CNAM Service Query. 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 will use the revised report to apportion usage rate, monthly rates, and nonrecurring charges until a revised report is received from Brooks Fiber as set forth and agreed to herein.

I. Both parties agree that 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 is 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.

J. Both parties agree that 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, both parties agree that SWBT may apply an assumed percentage of use factor of one percent (1%).

4. Ownership of the Calling Name Information

A. Telecommunications companies depositing information in a Party's Calling Name database retain full and complete ownership and control over such Calling Names information in that Calling Name database. The querying Party obtains no ownership interest by virtue of this Appendix.

B. Brooks Fiber shall not copy, store, maintain or create any table or database of any kind after initiation of, and based upon a response to, a CNAM Query to SWBT's calling name database.

C. 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 CNAM Query to a Calling Name database.

5. Term and Termination

A. This Appendix shall become effective pursuant to Section XXVII (Effective Date) of the Agreement and shall continue for two (2) years from the date of implementation of CNAM Service Query (or the equivalent thereof). 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. Should Brooks Fiber terminate this Appendix within the first six (6) months of this effective date, Brooks Fiber agrees to pay SWBT an early termination sum equal to two (2) times the average monthly volume of Brooks Fiber's CNAM Queries times the rate specified in Section 3(A) of this Appendix. The average monthly volume will be calculated using the previous two (2)

months' volume divided by two (2) or, if less than two months, the monthly volume of the first month service was provided.

C. If at any time during the term of this Appendix a tariff for CNAM Service Query (or the equivalent service thereof) becomes effective, the tariff and all terms and conditions, including all rates, will supersede this Appendix. Under these circumstances, no termination liability as provided in Section 5(B) of this Appendix will apply.

D. If a party materially fails to perform its obligation 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.

E. 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. Limitation of Liability

A. Brooks Fiber's sole and exclusive remedies against SWBT 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, whether 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 CNAM Service Queries.

B. The remedies in Section 6(A) of this Appendix shall be exclusive of all other remedies against a Party, its affiliate, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

C. In no event shall SWBT have any liability for system outages or inaccessibility, or for losses arising from the unauthorized use of the data by CNAM Service Query purchasers.

D. CALLING NAME INFORMATION PROVIDED TO BROOKS FIBER HEREUNDER SHALL BE PROVIDED "AS IS." SWBT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, SWBT SHALL NOT BE HELD LIABLE FOR ANY ACTIONS OR OMISSIONS ARISING OUT OF OR IN CONJUNCTION WITH BROOKS FIBER'S USE OF THE CALLING NAME INFORMATION. NOTWITHSTANDING THE FOREGOING, SWBT WARRANTS THAT BROOKS FIBER WILL BE ACCESSING THE SAME CALLING NAME DATABASE FOR CUSTOMER'S CNAM QUERIES AS SWBT ACCESSES FOR ITS OWN QUERIES.

E. SWBT is furnishing access to its Calling Name database in order to facilitate the Brooks Fiber's provision of Calling Name Delivery Service (CNDS) to its end users or to the end users of its Query-originating carrier customers, but not to insure against the risk of completion of a call to a CNDS subscriber without the display of the name of the caller. While each Party agrees to make every reasonable attempt to provide accurate and current Calling Name information, the Parties acknowledge that Calling Name information is the product of routine business service order activity. Brooks Fiber acknowledges that SWBT can furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database. Therefore, SWBT, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Calling Name information name records provided to Brooks Fiber or to its Query-originating carrier customers, except such inaccuracies caused by SWBT's willful or wanton misconduct or gross negligence.

The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name Information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable. Therefore, in addition to the limitations of liability set forth in Section 6 of this Appendix, SWBT is not liable for any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Name Record contained in a Calling Name database and provided to Brooks Fiber or its Query-originating carrier customers, except for such content related claims, damages or actions resulting from SWBT's willful or wanton misconduct or gross negligence.

F. The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call basis or every call basis. Brooks Fiber acknowledges its responsibility to and warrant that it will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. Brooks Fiber agrees not to attempt to obtain the caller's name information by originating a Query to SWBT's Calling Name database where the subscriber attempted to block such information, nor will Brooks Fiber block information a subscriber attempted to unblock. Therefore, SWBT, in addition to the limitations of liability set forth in this Section, is not liable

for any failure by Brooks Fiber or its Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name information, and Brooks Fiber agrees to hold SWBT harmless from, and defend and indemnify SWBT for, any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from Brooks Fiber or its Query-originating carrier customers' failure to block or unblock delivery of the Calling Name information when appropriate indication is provided, except for such privacy related claims, damages or actions caused by SWBT's willful or wanton misconduct or gross negligence.

G. 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 SWBT 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 B.

8. Confidentiality

A. Identification. SWBT and Brooks Fiber recognize and acknowledge that, in connection with the services to be provided hereunder, it 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 "Proprietary Information" under this Appendix, it must be marked "Confidential" or "Proprietary" or bear a marking of similar import. Orally discussed 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. Nondisclosure. 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 obligation 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 arrangements. The Receiving Party may disclose or provide Proprietary 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. Exceptions. 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. Permitted Uses. SWBT shall be permitted to use Proprietary Information obtained through recording the volume of Customer 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. Legal Requirements. Notwithstanding anything to the contrary contained in this Agreement, a Party's ability to disclose Proprietary Information or use disclosed Proprietary Information is subject to all applicable statutes, 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 Calling Name information in a database, Brooks Fiber agrees that such Calling Name 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 Calling Name 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 A - Specifications and Standards
- Exhibit B - LIDB Access Service Order Form [to be attached].

Specifications and Standards

<u>Descriptions of Subject Area and Issuing Organization</u>	<u>Document Number</u>
A. Bellcore, SS7 Specifications	TR-NPL-000246
B. ANSI, SS7 Specifications	
- Message Transfer part	T1.111
- Signaling Connection Control Part	T1.112
- Transaction Capabilities Application Part	T1.114
C. Bellcore, CLASS Calling Name Delivery Generic Requirements	TR-NWT-001188
D. Bellcore, CCS Network Interface Specifications	TR-TSV-000905

LIDB ACCESS VALIDATION SERVICES ORDER FORM

CUSTOMER NAME \_\_\_\_\_

CARRIER CUSTOMER NAME ABBREVIATION \_\_\_\_\_  
(CCNA - THREE ALPHA CHARACTERS)

CUSTOMER ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CUSTOMER BILLING NAME \_\_\_\_\_  
(IF DIFFERENT THAN CUSTOMER NAME)

ACCESS CUSTOMER NAME ABBREVIATION \_\_\_\_\_  
(ACNA - THREE ALPHA CHARACTERS)

CUSTOMER BILLING ADDRESS \_\_\_\_\_  
(IF DIFFERENT THAN CUSTOMER ADDRESS)

CITY, STATE, ZIP CODE \_\_\_\_\_

CUSTOMER BILLING CONTACT NAME AND TELEPHONE NUMBER \_\_\_\_\_  
\_\_\_\_\_ ( ) \_\_\_\_\_

CREDIT INFORMATION: TYPE OF OWNERSHIP \_\_\_\_\_  
(S - SOLE OWNER; C - INCORP.; P - PARTNERSHIP)

IF INCORPORATED:  
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 \_\_\_\_\_

SWBT ORDER NUMBER \_\_\_\_\_

DESIRED DUE DATE \_\_\_\_\_ FIRM DUE DATE \_\_\_\_\_

FOR NEW SERVICE, THE APPROXIMATE NUMBER OF NPA NXXs \_\_\_\_\_

TYPE OF ACTIVITY \_\_\_\_\_ (N - NEW OR ADD; C - CHANGE; D - DISCONNECT; S - SUPP)

BILLING ACCOUNT NUMBER (BAN) \_\_\_\_\_

CUSTOMER ORDER CONTACT NAME, ADDRESS, ZIP CODE, AND TELEPHONE  
NUMBER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ( ) \_\_\_\_\_

CUSTOMER TECHNICAL CONTACT NAME AND TELEPHONE NUMBER: \_\_\_\_\_ ( ) \_\_\_\_\_

CPOC SVC. REP. CONTACT NAME AND TELEPHONE NUMBER: \_\_\_\_\_ ( ) \_\_\_\_\_

\*SWBT CKR: \_\_\_\_\_ \*TWO SIX CODE: \_\_\_\_\_  
(SWBT ID OF CCS/SS7 INTERCONN. SVC.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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





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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.

1. 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.

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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 SCREENING \_\_\_\_\_

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. TYPE	ORIGINATING POINT CODES:	ACT. TYPE	ORIGINATING POINT CODES:
<u>N</u>	<u>XXX-XXX-XXX</u>	<u>N</u>	<u>XXX-XXX-XXX</u>

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. TYPE	ORIGINATING POINT CODES:	ACT. TYPE	ORIGINATING POINT CODES:
<u>N</u>	<u>XXX-XXX-XXX</u>	<u>D</u>	<u>XXX-XXX-XXX</u>

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

ACT. TYPE	ORIGINATING POINT CODES:	ACT. TYPE	ORIGINATING POINT CODES:
<u>D</u>	<u>XXX-XXX-XXX</u>	<u>D</u>	<u>XXX-XXX-XXX</u>

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 RECORDING

## Appendix RECORDING

### RECORDING, MESSAGE PROCESSING AND PROVISION OF INTEREXCHANGE CARRIER TRANSPORTED MESSAGE DETAIL APPENDIX

This Appendix sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in total in Exhibit I, **SERVICES AND ASSOCIATED CHARGES**, and those services specifically selected by LSP as described in Exhibit II, **SELECTED SERVICE OPTIONS AND METHOD OF PROVISION**, at the rates set forth in Exhibit III, **BASIS OF COMPENSATION**, and Exhibit IV, **PROVISION OF AUR SOURCE INFORMATION**. Exhibits I, II, III, and IV are attached hereto and made a part of this Appendix by reference.

#### I. DEFINITIONS

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

- A. Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- B. Assembly and Editing - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- C. Billable Message - a message record containing details of a completed IXC transported call which is used to bill an end user.
- D. Billing Company - the company that bills end users for the charges incurred in originating and terminating IXC transported calls.
- E. Centralized Message Distribution System (CMDS) - the national network of private line facilities used to Exchange Message Records (EMR) formatted billing data between SWBT and the Billing Company.
- F. Data Transmission - the forwarding by SWBT of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- G. Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

- H. Interexchange Carrier Transported - telecommunications services provided by an Interexchange Carrier or traffic transported by facilities belonging to an Interexchange Carrier.
- I. Originating Local Exchange Carrier Company - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- J. Message Processing - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- K. Provision of Message Detail - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to LSP for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.
- L. Rating of Billable Messages - the computing of applicable charges for each message based on the Interexchange Carrier's schedule of rates.
- M. Record - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- N. Recording - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- O. Recording Company - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- P. Service Switching Point (SSP) - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- Q. Switching Control Point (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- R. 800 SCP Carrier Access Usage Summary Record (SCP Record) - A summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and

delivery of SCP records, such charges will be those specified in Exhibit III-A pertaining to the production and forwarding of AUR data.

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

## II. RESPONSIBILITIES OF THE PARTIES

- A. SWBT will record all IXC transported messages for LSP carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.
- B. SWBT will perform assembly and editing, message processing and provision of applicable billable message detail for IXC transported messages if the messages are recorded by SWBT. In those instances where LSP has not signed a rating takeback waiver with AT&T, SWBT will also rate billable message detail and forward to the appropriate billing company. If LSP has signed a rating takeback waiver, SWBT will perform assembly and editing and forward the billable message detail to AT&T for rating on behalf of LSP.
- C. SWBT will provide access usage records if they are generated by SWBT or if source information has been purchased from the IXC on behalf of LSP.
- D. Assembly and editing will be performed on all IXC transported messages recorded by SWBT, or on all source information purchased on behalf of LSP during the billing period established by SWBT and selected by LSP from Exhibit III-B.
- E. Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SWBT and provided to LSP.
- F. Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- G. SWBT will provide message detail to LSP either on magnetic tapes or in data files, depending on the option contracted for by LSP in Exhibit III. Only ONE method may be selected by the LSP.
  - 1. Magnetic Tapes
    - a. SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.
    - b. LSP will specify one of the following options for provision of tapes:
      - 1) SWBT may send the tapes to LSP via first class U.S. Mail Service or an

equivalent service of SWBT's choice, or

- 2) LSP may pick up the magnetic tapes at a location designated by SWBT.
- 3) If, at the request of LSP, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of LSP.

## 2. Data Files

The message detail may be transmitted to LSP in data files via data lines using software and hardware acceptable to both parties.

- H. In Exhibit III LSP will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, holidays, etc.
- I. SWBT will determine the number of magnetic tapes or data files required to provide the recorded billable message detail and access usage record detail to LSP.
- J. Recorded billable message detail and/or access usage record detail previously provided LSP and lost or destroyed through no fault of SWBT will not be recovered and made available to LSP except on an individual case basis at a cost determined by SWBT.
- K. When SWBT receives rated billable messages from an Interexchange Carrier or another Local Exchange Carrier that are to be billed by LSP, SWBT will forward those messages to LSP.
- L. When SWBT has rated billable message detail originating from LSP's end users [?] requiring billing by another Local Exchange Carrier, SWBT will forward such messages to the appropriate Billing Company.
- M. SWBT will record the applicable detail necessary to generate access usage records and forward them to LSP for its use in billing access to the Interexchange Carrier.

## III. BASIS OF COMPENSATION

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

## IV. LIABILITY

- A. Except as otherwise provided herein, neither party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A party shall not

be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first party to comply with the obligations stated herein. Each party is obliged to use its best efforts to mitigate damages.

- B. When the Recording Company is notified that, due to error or omission, incomplete data has been provided to the LSP, the Recording Company will make reasonable efforts to locate and/or recover the data and provide it to the LSP at no additional charge. Such requests to recover the data must be made within 30 days from the date the details initially were made available to the LSP. If written notification is not received within 30 days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the LSP.
- C. If, despite timely notification by the LSP, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, the Recording Company will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability to the LSP shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- D. The Recording Company will not be liable for any costs incurred by the LSP when the LSP is transmitting data files via data lines and a transmission failure results in the non-receipt of data by the Recording Company.
- E. The LSP agrees to defend, indemnify, and hold harmless the Recording Company from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the LSP, its customers or end users except for claims arising from SWBT's own gross negligence or willful misconduct. The LSP shall defend against all end users' claims covered by this agreement just as if the LSP had provided such service to its end users with its own employees.
- F. The LSP also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by Recording Company employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- G. The LSP also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

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

## EXPLANATION OF SERVICE OPTIONS

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

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

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

- Option #4:** LSP Non-Equal Access End Office - The Interexchange Carriers do their own billable message recording. SWBT performs local and intraLATA operator services for LSP. SWBT performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to LSP.
- Option #5:** LSP Equal Access End Office - The Interexchange Carriers do own billable message recording. SWBT performs local and intraLATA operator services for LSP. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to LSP.
- Option #6:** LSP Equal or Non-Equal Access End Office - Interexchange Carriers do own billable message recording. LSP chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to LSP.
- Option #7:** Interexchange Carrier does [its?] own billable message recording and forwards to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to LSP. This situation occurs when the LSP has not signed a rating takeback waiver with the Interexchange Carrier.

## 800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

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

## TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option 11:** SWBT provides tandem function for LSP. LSP requests SWBT to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. SWBT creates terminating AURs for this data and forwards AUR records to the LSP.
- Option 12:** SWBT provides tandem function for LSP. The LSP requests SWBT to provide all Feature Group B terminating usage recordings excluding B over D. SWBT creates terminating AURs for this data and forwards AUR records to LSP.
- Option 13:** SWBT provides tandem function for LSP. LSP requests SWBT to provide all Feature Group B terminating usage recordings including Feature Group B over D. SWBT creates terminating AURs for this data and forwards AUR records to the LSP.
- Option 14:** SWBT provides tandem function for LSP. LSP requests SWBT to provide all Feature Group D terminating usage recordings including B over D and C over D. SWBT creates terminating AURs for this data and forwards AUR records to the LSP.
- Option 15:** SWBT provides tandem function for LSP. The LSP requests SWBT to provide all Feature Group D terminating usage recordings including B over D. SWBT creates terminating AURs for this data and forwards AUR records to the LSP.

## MESSAGE PROVISIONING:

- Option 16:** SWBT will forward all IXC transported message detail records or access usage

records to LSP generated internally within SWBT system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. LSP forwards rated IXC transported message detail or access usage detail to SWBT for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

**APPENDIX RECORDING  
EXHIBIT II  
SELECTED SERVICE OPTIONS  
AND  
METHOD OF PROVISION  
Page 1 of 4**

**EFFECTIVE:** \_\_\_\_\_

Attached to and made a part of the RECORDING, MESSAGE PROCESSING AND PROVISION OF INTEREXCHANGE CARRIER TRANSPORTED MESSAGE DETAIL AGREEMENT effective \_\_\_\_\_, 19\_\_\_\_, between Southwestern Bell Telephone Company and \_\_\_\_\_.

The service options and method of provision selected by the LSP under this Appendix are as indicated on page 2, attached, of this Exhibit II. Numerical references are to service options shown in Exhibit I.

Approved and executed the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

**SOUTHWESTERN BELL  
TELEPHONE COMPANY**

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Title)

**EXHIBIT I IS AT THE END OF THIS DOCUMENT**

**TABLES FOR EXHIBIT II ARE AT THE END OF THIS  
DOCUMENT**

**APPENDIX RECORDING  
EXHIBIT III-A  
Page 1 of 1  
BASIS OF COMPENSATION**

EFFECTIVE: \_\_\_\_\_

LSP shall pay SWBT the following amounts for services provided under the Recording, Message Processing and Provision of Message Detail Appendix.

TYPE OF ACTIVITY	RATE
A. Recording Per AUR	\$ .0100
B. Assembly and Editing Per Message and/or AUR	\$ .0050
C. Rating Per Message	\$ .0050
D. Message Processing Per Message and/or AUR	\$ .0050
E. Provision of Message Detail Per Record	\$ .0030
F. Source Information Provided	
1. Per Record Purchased - Meet Point Bill Applicable	\$ .0115
2. Per Record Purchased - Meet Point Bill Not Applicable	\$ .0230

**APPENDIX RECORDING**

**EXHIBIT III-B**

Page 1 of 2

**INVOICE DESIGNATION**

COMPANY NAME: \_\_\_\_\_

EXCHANGE COMPANY I.D. NUMBER (OCN): \_\_\_\_ \_

**BILLABLE INVOICE INTERVAL:**

Check One:

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

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

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

**TAPE MAILING ADDRESS:**

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

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