

APPENDIX
INTERCARRIER COMPENSATION

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic between the applicable SBC Communications Inc (SBC) owned Incumbent Local Exchange Carrier and **LEVEL 3**.
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated from a facilities based carrier and/or a carrier providing telecommunications services utilizing Unbundled Network Elements.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service pursuant to 251(c)(4) of the Act.
- 1.4 Reserved for future use.
- 1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the Agreement shall be governed by the provisions of this Appendix.
- 1.6 **ULEC means A Competitive Local Exchange Carrier that purchases and combines unbundled network elements from the incumbent local exchange carrier in order to provide telecommunications service to customers. Network element includes the facility or equipment and its features, functions and capabilities used to provide telecommunications service.**

2. RESERVED FOR FUTURE USE.

3. CLASSIFICATION OF TRAFFIC

- 3.1 *For purposes of compensation under this Agreement, the telecommunications traffic exchanged between **LEVEL 3** and **SBC-13STATE** will be classified as either Section 251(b)(5) Traffic, FX Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic"), IntraLATA Toll Traffic, or InterLATA Toll Traffic, Meet Point Billing or FGA Traffic.*
- 3.1 **Telecommunications Traffic exchanged between LEVEL 3 and SBC-13STATE will be classified as either:**
 - 3.1.1 **Telephone Toll Service defined according to 47 U.S.C. §153(48);**
 - 3.1.2 **Telephone Exchange Service defined according to 47 U.S.C. §153(47);**
 - 3.1.3 **Exchange Access Service defined according to 47 U.S.C. §153(16); or**
 - 3.1.4 **Telecommunications Services defined according to 47 U.S.C. §153(46);**
and
 - 3.1.5 **Information Services defined according to 47 U.S.C. §153(20).**

3.2 IP-ENABLED SERVICES TRAFFIC

3.2.1 DEFINITION OF IP-ENABLED SERVICES

3.2 *Section 251(b)(5) Traffic shall mean telecommunications traffic in which the original End Use of one Party and the terminating End User of the other Party are:*

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.2 IP ENABLED SERVICES TRAFFIC

3.2.1 Definition of IP-enabled Services

3.2.1.1 IP-enabled Services are defined as, and include, services and applications relying on the Internet Protocol family ("IP), which could include digital communications of increasingly higher speeds that rely upon IP, as well as higher level software services that could be invoked by the end user or on the end user's behalf to make use of communications services. Thus, the term IP-enabled Services includes "applications" and "services" because communications over the Internet are possible with both forms.

3.2.1.1.1 Because IP-enabled Services are enabled by use of IP and the Internet, IP-enabled Services share the non-geographic nature of electronic communications conducted over the Internet:

3.2.1.1.1.1 IP-enabled Services Traffic includes communications traffic containing voice communications (i.e. Voice embedded IP Communications).

3.2.1.2 The Parties recognize that although state public utility commissions may have jurisdiction over underlying telecommunications facilities, the FCC has determined that IP-

enabled Services are interstate in nature and has preempted state jurisdiction over such services.

3.2.1.3 In order for Parties communicating via IP-enabled Services to interact with end users connected to the Internet by means of circuit switched telecommunications services addressed by NPA-NXX codes, the underlying telecommunications provider must effect a net protocol conversion from IP to TDM in order to permit the Internet to connect an end users served by a device addressed via the NPA-NXX codes and connected over a legacy circuit switched telephone network.

3.2.2 Identification of IP-enabled Services Exchanged Between the Parties

3.2.2.1 The parties recognize that neither party has a billing system capable of determining the physical location of their customers; rather consistent with industry practice nationwide both Parties' billing systems capture the originating and terminating NPA-NXX, which they subsequently compare to tariff databases and the Local Exchange Routing Guide ("LERG") to identify the location of the switch serving the called or calling NPA-NXX codes and then they rate those calls according to the terms and conditions of this Agreement and their respective tariffs.

3.2.2.2 Because customers of IP-enabled Services Traffic desire to make calls to the PSTN as well as to other IP-enabled Services Traffic customers, LEVEL 3 provides a service that permits them to make calls to and from devices that are addressed using NPA-NXX codes.

3.2.2.3 In order to ensure that IP-enable Services Traffic is correctly billed and to ensure that no Circuit Switched Traffic is misbilled and that no other carrier can utilize LEVEL 3's network for toll-bypass, LEVEL 3 will insert into the SS7 call setup message an indicator identifying traffic that originates as IP on Level 3's network.

3.2.2.4 LEVEL 3 recognizes that ILEC billing systems generally, and in this case, SBC-13STATE's switches may not capture information out of the SS7 stream at the moment the traffic is exchanged. Accordingly, the Parties agree to develop a Percentage of IP Use ("PIPU") factor that will be applied to all minutes of usage exchanged between them over the Local Interconnection Trunk Groups. This factor will be based upon LEVEL 3's actual and verifiable records of IP-originated traffic. It will be calculated as follows:

- 3.2.2.4.1 In the case of calls originating from SBC-13STATE over the Interconnection Trunks under this Agreement (“Level 3 Terminating Traffic”), LEVEL 3 shall provide a PIPU factor to identify the percentage of that traffic that is in fact terminating to an IP Customer and therefore falls within the definition of IP-enabled Services Traffic under this Agreement.
- 3.2.2.4.2 In the case of calls originating from LEVEL 3 over the Interconnection Trunks under this Agreement (“SBC-13STATE Originating Traffic”), LEVEL 3 shall provide a PIPU factor to identify the percentage of that traffic that is in fact originating from an IP Customer and therefore falls within the definition of IP-enabled Services Traffic under this Agreement.
- 3.2.2.4.3 LEVEL 3 will provide separate PIPU factors for LEVEL 3 Terminating Traffic and LEVEL 3 Originating Traffic. These PIPU factors shall be applied to all originating or terminating minutes of use (as applicable) exchanged over the Interconnection Trunks between the Parties under this Agreement.
- 3.2.2.5 To the extent SBC-13STATE offers services in and outside of its operating territories that support either origination from or termination to an SBC-13STATE IP-enabled Services Traffic Customer and the exchange of traffic with the PSTN. To ensure that this traffic is correctly billed and to ensure that no Circuit Switched Traffic is misbilled and that no other carrier can utilize SBC-13STATE’s network for toll-bypass, SBC-13STATE agrees to develop methods for accurately identifying traffic that originates as IP on SBC-13STATE’s network and shall likewise provide its own originating and terminating PIPU factors in the same manner as LEVEL 3 under this Section.
- 3.2.2.6 Level 3 shall provide, at SBC’s request, a monthly report of the Call Records reflecting the traffic exchanged between the parties. These Call Records may be used by the parties in addition to PIU, PLU, and PIPU factors to determine the compensation for the exchange of Telecommunications Traffic.
- 3.2.3 Compensation for IP-enabled Services Traffic
- 3.2.3.1 The Parties shall compensate each other for termination of all minutes of traffic identified as IP-enabled Services Traffic pursuant

to application of a PIPU factor at \$0.0007 per minute of use or at the state approved local compensation rates to terminate IP-enabled Services Traffic to either Party's end user customer.

- 3.3 ISP-Bound Traffic shall mean Telecommunications Services Traffic exchanged between the Parties where the originating Customer of one Party call to an Internet Service Provider ("ISP") customer of the other Party.

In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between LEVEL 3 and SBC-13STATE in which the originating End User of one Party and the ISP served by the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or*
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.*

In states in which SBC-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 6.6 of this Appendix.

- 3.4 Circuit-Switched Traffic is defined as any Telecommunication Services traffic that:

- 3.4.1 uses ordinary customer premises equipment (CPE) with no enhanced functionality; and
- 3.4.2 Customers using a Circuit-Switched service place and receive calls with the same telephones they use for all other Circuit-Switched calls. So, for example, where the customer dials an NPA-NXX that appears in ILEC tariffs as Telephone Toll Service, the customer would initiate the call by dialing 1 plus the called party's number (NPA-NXX-XXXX), just as in any other circuit-switched long distance calls, which calls are traditionally routed over Feature Group D trunks; and
- 3.4.3 End-user customers do not order a different service, pay different rates, or place and receive calls any differently than they do through IXC traditional circuit-switched long distance service; and

3.4.4 The call originates and terminates on the public switched telephone network (PSTN); and

3.4.4.1 The call undergoes no net protocol conversion and provides no enhanced functionality to end users due to the provider's use of IP technology; and

3.4.5 Obtains the same circuit-switched access as obtained by other interexchange carriers, and therefore imposes the same burdens on the local exchange as do other interexchange carriers by virtue of the switched access network. Customers of Circuit Switched Traffic receive no enhanced functionality by using the service. Circuit Switched Traffic obtains the same circuit-switched interstate access for its specific service as obtained by other interexchange carriers, and, therefore, phone to phone circuit switched service imposes the same burdens on the local exchange as do circuit-switched interexchange calls because it makes use of the access network.

3.5 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.

3.6 For *Section 251(b)(5) Traffic, ISP-Bound Traffic, and Circuit Switched Traffic including* Optional EAS Traffic, and Intra LATA toll, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs.

As of the date of this Agreement, ULECs in In SBC CONNECTICUT, cannot seek intercarrier compensation for Circuit Switched Traffic calls that they originate from or terminate to their end users over a loop provided by SBC-Connecticut to the ULEC pursuant to unbundling obligations or other wholesale originated over UNEs are not subject to intercarrier compensation since arrangements since the rates for unbundled local switching reflect and include the costs of call termination.

In SBC CONNECTICUT, when LEVEL 3 utilizes SBC CONNECTICUT's Lawful Unbundled Local Switching to provide service to its end users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by LEVEL 3's end users are not subject to intercarrier compensation as addressed in Section 5.6.4 below.

3.7 The Parties' obligation to pay intercarrier compensation arises from traffic that originates from and terminates to customers subscribing to services provided by either party Accordingly, no reciprocal compensation, access charges or any other form of compensation arises when the Parties exchange traffic that is used to test connections or equipment connected to either Party's network. to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Agreement will be responsible for sending the Call Records *Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN")* for calls originating on its network and passed to the network of the other Party, and neither Party shall strip, alter, modify, add, delete, change, or incorrectly assign any such Call Records *CPN* for any Telecommunications Traffic. Each Party to this Agreement will be responsible for passing on any Call Records *CPN* it receives from a third party for traffic delivered to the other Party.
- 4.2 To the extent that either party identifies improper, incorrect, or fraudulent use of local exchange services (including but not limited to PRI, ISDN and/or smart trunks or to the extent either party is able to identify stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned Call Records *CPN*, the Parties agree to cooperate with one another to investigate and take corrective action.
- 4.3 Reserved for future use.
- 4.4 If one Party is passing Call Records *CPN* but the other Party is not properly receiving such information, the Parties will work cooperatively to correct the problem.
- 4.5 Where either LEVEL 3 or SBC-13STATE delivers Circuit Switched Traffic *traffic* to the other Party for termination to the other Party's customer, each Party will provide Call Records *CPN* with such traffic or use commercially reasonable efforts to deliver the equivalent information to the other party on at least Ninety Percent (90%), of all calls exchanged between the Parties in direct proportion to the MOUs of calls exchanged with Call Records *CPN*. If the percentage of calls passed with Call Records *CPN* is less than Ninety Percent (90%), then all Circuit Switched Traffic *calls* passed without Call Records *CPN* will be billed according to the receiving Party's applicable, valid and effective FCC Interstate Access Tariff or Rate Sheet as permitted and filed according to, inter alia, Part 64 of the FCC's Rules.
- 4.6 Reserved for future use
- 4.7 PARTIES AGREE TO ERECT NO BARRIERS TO IP ENABLED SERVICES TRAFFIC
- 4.7.1 In order for Parties communicating via IP-enabled Services to interact with end users connected to the Internet by means of circuit switched telecommunications services addressed by NPA-NXX codes, the underlying telecommunications provider must effect a net protocol conversion from IP to TDM or TDM to IP format in order to permit the Internet to connect an end users served by a device addressed via the NPA-NXX codes and connected over circuit switched telephone networks.
- 4.7.2 The Parties agree that they will exchange any and all IP Enabled Services traffic over Local Interconnection Trunk Groups.

- 4.7.2.1 Should any dispute arise over the jurisdictional nature or classification of traffic, the Parties agree to resolve such disputes through the dispute resolution process contained within this Agreement and in no event will either party block the other's traffic without following the dispute resolution procedures contained in this Agreement and according to Applicable Law.

5. **RECIPROCAL COMPENSATION FOR TERMINATION OF *SECTION 251(B)(5) TRAFFIC* TELECOMMUNICATIONS TRAFFIC**

- 5.1 *Until and unless SBC-13STATE chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic in a particular state on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Sections 5.2 through 5.6 will also apply to all Section 251(b)(5) Traffic in Section 3.2 of this Appendix and ISP-Bound Traffic as defined in Section 3.3 of this Appendix in that particular state. At such time as SBC-13STATE chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic in a particular state on and after a designated date pursuant to the terms and conditions of the FCC's interim terminating compensation plan, the compensation set forth below in Sections 5.2 through 5.6 will apply only to Section 251(b)(5) Traffic in that state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that SBC INDIANA, SBC OHIO, SBC TEXAS, SBC WISCONSIN, SBC ARKANSAS, SBC MICHIGAN, SBC CALIFORNIA and SBC ILLINOIS each have made such offer in its respective state of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003, (ii) Arkansas and Michigan effective on and after July 6, 2003, California effective on and after August 1, 2003, and (iv) Illinois effective on and after September 1, 2003; (v) Kansas, Missouri, Oklahoma, and Nevada on and after June 1, 2004; therefore, the compensation set forth in Sections 5.2 through 5.6 below will apply only to Section 251(b)(5) Traffic in Indiana, Ohio, Texas, Wisconsin, Arkansas, Michigan, California, Illinois, Kansas, Missouri, Oklahoma, Nevada and such other states in which SBC-13STATE makes an offer on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. At such time as the FCC issues a successor order to the current interim termination compensation plan, the parties agree to compensate each other according to such Order immediately upon the effective date of the FCC order.*

Until and unless SBC-13STATE chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic in a particular state on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Sections 5.2 through 5.6 will also apply to all Section 251(b)(5) Traffic in Section 3.2 of this Appendix and ISP-Bound Traffic as defined in Section 3.3 of this Appendix in that particular state. At such time as SBC-13STATE chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic in a particular state on and after a designated date pursuant to the terms and conditions of the FCC's interim

terminating compensation plan, the compensation set forth below in Sections 5.2 through 5.6 will apply only to Section 251(b)(5) Traffic in that state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that SBC Indiana, SBC Ohio, SBC Texas, SBC Wisconsin, SBC Arkansas, SBC Michigan, SBC California and SBC Illinois each have made such offer in its respective state of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003, (ii) Arkansas and Michigan effective on and after July 6, 2003, California effective on and after August 1, 2003, and (iv) Illinois effective on and after September 1, 2003; (v) Kansas, Missouri, Oklahoma, and Nevada on and after June 1, 2004; therefore, the compensation set forth in Sections 5.2 through 5.6 below will apply only to Section 251(b)(5) Traffic in Indiana, Ohio, Texas, Wisconsin, Arkansas, Michigan, California, Illinois, Kansas, Missouri, Oklahoma, Nevada and such other states in which SBC-13STATE makes an offer on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. At such time as the FCC issues a successor order to the current interim termination compensation plan, the parties agree to compensate each other according to such Order immediately upon the effective date of the FCC order.

5.2 All circuit switched Local Traffic (intra exchange and mandatory EAS), ISP-Bound Traffic, and will be combined to determine the Total Reciprocal Compensation Traffic.

5.2.1 In determining the Total Reciprocal Compensation Traffic, Circuit Switched Intrastate Toll Traffic (including Optional EAS Traffic), Interstate Toll Traffic and any third party IXC-carried toll Traffic, or alternatively Meet point Billing Traffic are excluded, and will be subject to each Party's applicable state-approved or FCC-approved tariffs, or FCC approved or sanctioned terms, rates and conditions, or in the case of Meet Point Billing Traffic the MECAB Guidelines and as outlined in the Interconnection Agreement.

5.2.1.1 The rates for the origination and termination of Circuit Switched intrastate toll and Originating 8YY traffic are governed by each Party's applicable state-approved or FCC-approved tariffs or FCC approved or sanctioned terms, rates and conditions, provided however, that 8YY Traffic bearing translated NPA-NXX codes that are local to NPA-NXX codes at the point where the traffic originated will be included in the Total Reciprocal Compensation Traffic and rated as Local Traffic.

5.2.2 Furthermore, in determining the Total Reciprocal Compensation Traffic, Transit Traffic will be excluded from the calculations.

5.2.2.1 The rates for Transit Traffic will be governed by this Interconnection Agreement.

5.2.2.2 Subject to applicable confidentiality guidelines, SBC-13STATE and LEVEL 3 will cooperate to identify Circuit Switched toll and Transit Traffic; originators of such Circuit Switched toll and Transit Traffic; and information used for settlement purposes with such Circuit Switched toll and Transit Traffic originators, including but not limited to, OCNs associated with traffic originated by carrier customers purchasing SBC UNE-P products or their equivalent.

5.2.3 Compensation for Total Reciprocal Compensation Traffic.

The Parties shall compensate each other for Total Reciprocal Compensation Traffic at \$0.0007 per minute of use.

Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic and ISP-Bound Traffic (if applicable in accordance with Section 5.0), on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing;

5.3 Tandem Serving Rate Elements

5.3.1 Tandem Switching - compensation for the use of tandem switching only.

5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.3.1 Tandem Switching - compensation for the use of tandem switching only.

5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete

the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.4 End Office Serving Rate Elements

5.4.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.4.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.5 LEVEL 3 shall only be paid End Office Serving Rate Elements.

5.6 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.

5.7 Intercarrier Compensation for ULS Traffic

5.7.1 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC MIDWEST REGION 5-STATE end users and LEVEL 3's end users where LEVEL 3 utilizes SBC MIDWEST REGION 5-STATE's ULS (including UST) of, such traffic shall be paid for reciprocally at the ULS Reciprocal Compensation rate contained in Appendix Pricing. For the states of Wisconsin, Michigan and Illinois, [LEVEL 3 shall pay SBC WISCONSIN, SBC MICHIGAN and SBC ILLINOIS the FCC Plan rate specified in Section 6.2.2 for the transport and termination of Section 251(b)(5) Traffic and ISP-Bound Traffic.] the ULS Reciprocal Compensation rate is the same as the End Office Switching rate found in the Reciprocal Compensation section of Appendix Pricing.

5.7.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC California, SBC Nevada and SBC Southwest Region 5-STATE end users and LEVEL 3's end users where LEVEL 3 utilizes ULS (including UST) of SBC California, SBC Nevada or SBC Southwest Region 5-STATE, such traffic shall be paid for reciprocally at the FCC Plan rate specified in Section 6.2.2 for the transport and termination of Section 251(b)(5) Traffic and ISP-Bound Traffic.

5.7.3 For the purposes of compensation where LEVEL 3 utilizes SBC-12STATE's Lawful ULS (including UST), LEVEL 3 has the sole obligation to enter into

a compensation agreement with third party carriers that LEVEL 3 originates traffic to and terminates traffic from, including traffic carried by Shared Transport Facilities and traffic carried on the IntraLATA Transmission Capabilities. In no event will SBC-12STATE have any liability to LEVEL 3 or any third party if LEVEL 3 fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom LEVEL 3 does not have a traffic compensation agreement, LEVEL 3 will indemnify, defend and hold harmless SBC-12STATE against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and LEVEL 3 will bill their respective charges directly to each other. SBC-12STATE will not be required to function as a billing intermediary, e.g., clearinghouse. SBC-12STATE may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

5.7.4 In SBC CONNECTICUT, when LEVEL 3 utilizes SBC CONNECTICUT's Lawful Unbundled Local Switching to provide service to its end users, SBC CONNECTICUT will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from LEVEL 3's end users. LEVEL 3 utilizing Lawful Unbundled Local Switching cannot seek intercarrier compensation from SBC CONNECTICUT for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an SBC CONNECTICUT end user or a third party carrier's end user.

6. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

6.1 The Parties hereby agree that the following rates, terms and conditions set forth in Sections 6.2 through 6.6 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s). SBC-13STATE has made an offer as described in Section 5 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and that all ISP-Bound Traffic is subject to the growth caps and new market restrictions stated in Sections 6.3 and 6.4, below.

6.2 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) traffic

6.2.1 The rates, terms, conditions in Sections 6.2 through 6.6 apply only to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic as defined in Section 3.2 and Section 3.3 above and is subject to the growth caps and new market restrictions stated in Sections 6.3 and 6.4 below.

6.2.2 *The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at \$.0007 per minute of use.*

6.2.3 *Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.*

6.3 *ISP- Bound Traffic Growth Cap*

6.3.1 *On a calendar year basis, as set forth below, the Parties agree to cap overall ISP-Bound Traffic minutes of use based upon the 1st Quarter 2001 ISP minutes for which the LEVEL 3 was entitled to compensation under its Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule:*

<i>Calendar Year 2001</i>	<i>1st Quarter 2001 compensable ISP-Bound Traffic minutes, times 4, times 1.10</i>
<i>Calendar Year 2002</i>	<i>Year 2001 compensable ISP-Bound Traffic minutes, times 1.10</i>
<i>Calendar Year 2003</i>	<i>Year 2002 compensable ISP-Bound Traffic minutes</i>
<i>Calendar Year 2004 and thereafter</i>	<i>Year 2002 compensable ISP-Bound Traffic minutes</i>

6.3.2 *Notwithstanding anything contrary herein, in Calendar Year 2004, the Parties agree that ISP-Bound Traffic exchanged between the Parties during the entire period from January 1, 2004 until December 31, 2004 shall be counted towards determining whether LEVEL 3 has exceeded the growth caps for Calendar Year 2004.*

6.3.3 *ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating traffic that originates on the other party's network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.*

6.4 *Bill and Keep for ISP-Bound Traffic in New Markets*

6.4.1 *In the event the Parties have not previously exchanged ISP-Bound Traffic in any one or more LATAs in a particular state prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between the Parties for the remaining term of this Agreement in any such LATAs in that state.*

6.4.2 *In the event the Parties have previously exchanged traffic in a LATA in a particular state prior to April 18, 2001, the Parties agree that they shall only*

compensate each other for completing ISP-Bound Traffic exchanged in that LATA, and that any ISP-Bound Traffic in other LATAs shall be Bill and Keep for the remaining term of this Agreement.

6.5 Growth Cap and New Market Bill and Keep Arrangements

6.5.1 Wherever Bill and Keep for ISP-Bound traffic is the traffic termination arrangement between the Parties, both Parties shall segregate the Bill and Keep traffic from other compensable traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

6.5.2 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Optional EAS traffic, Intra LATA Inter exchange traffic, or Inter LATA Inter exchange traffic.

6.6 ISP-Bound Traffic Rebuttable Presumption

6.6.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 6.3. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the presumptive rates (the rates set forth in Section 5 for traffic below a 3:1 ratio, the rates set forth in Section 6.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

6.7 For purposes of this Section 6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 15.0 below. The Party that transport and terminates more "Billable Traffic" ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the FCC's interim ISP terminating compensation rate set forth in Section 6.2.2 above and (ii) the amount of such traffic subject to bill and keep in accordance with Sections 6.3, 6.4 and 6.5 above.

The Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement and the FCC's interim ISP terminating compensation plan.

7. OTHER TELECOMMUNICATIONS TRAFFIC

- 7.1 Telecommunications Traffic which is governed by the terms, rates and conditions contained in either party's filed and effective federal or state tariffs, or which is determined to be interstate interexchange services and permissively detariffed (See, e.g., 47 C.F.R. § 61 (2003)) will be governed by the rates, terms and conditions of either Party's tariff or of LEVEL 3's terms, rates and conditions subject to Applicable Law including but not limited to state law or federal law. The compensation arrangements set forth in Sections 5 and 6 of this Appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, (iii) Exchange Services for access or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 7.2 *Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. "FX Telephone Numbers" (also known as "NPA-NXX" codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA. FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a bill and keep arrangement. Neither Party will assign a telephone number to an End User where such telephone number is assigned to an exchange in a different LATA than the End User is physically located. To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement.*
- 7.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

7.4 *The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 3.3) could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 5 and 6 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:*

- ☐ *FX Traffic*
- ☐ *Optional EAS Traffic*
- ☐ *IntraLATA Interexchange Traffic*
- ☐ *InterLATA Interexchange Traffic*
- ☐ *800, 888, 877, ("8YY") Traffic*
- ☐ *Feature Group A Traffic*
- ☐ *Feature Group D Traffic*

7.5 *The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 5 and 6 above do not apply. The Agreement's rates, terms and conditions for, FX Traffic, Optional EAS Traffic, 8YY Traffic, Feature Group A Traffic, Feature Group D Traffic, Intra LATA Traffic and/or InterLATA Traffic, whichever is applicable, shall apply.*

8. **OPTIONAL CALLING AREA TRAFFIC – SBC ARKANSAS, SBC KANSAS AND SBC TEXAS**

8.1 Compensation for Optional Calling Area (OCA) **Circuit Switched** Traffic is for the termination of intercompany **Circuit Switched** traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

8.2 *In the context of this Appendix, The Parties agree to comply with Applicable Law with regard to Optional Calling Areas (OCAs). exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. LEVEL 3 and SBC ARKANSAS, SBC KANSAS and SBC TEXAS are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.* **[SBC to propose language]**

8.3 *When LEVEL 3 uses unbundled local switching to provide services associated with a telephone number with a NXX which has an expanded 2-way area calling scope (EAS) in a SBC ARKANSAS, SBC KANSAS or SBC TEXAS end office, LEVEL 3 will pay the charge contained in Appendix Pricing UNE - Schedule of Prices labeled "EAS Additive per MOU". The additives to be paid by LEVEL 3 to SBC ARKANSAS, SBC KANSAS or SBC TEXAS are \$0.024 per MOU for toll-free calls made by a SBC ARKANSAS, SBC KANSAS or SBC TEXAS customer*

from a metro exchange to an exchange contiguous to a metro exchange and \$0.0355 per MOU for toll free calls made by a SBC ARKANSAS, SBC KANSAS or SBC TEXAS customer to LEVEL 3's optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2-way calling area. These additives will apply in addition to cost-based transport and termination rates for Optional EAS service set forth in the rates spreadsheet. These additives are reciprocal in nature, and LEVEL 3 is entitled to receive compensation from SBC ARKANSAS, SBC KANSAS or SBC TEXAS if LEVEL 3 agrees to waive charges for its customers who call SBC ARKANSAS, SBC KANSAS or SBC TEXAS optional two-way EAS customers.

- 8.4 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

9. MCA TRAFFIC -- SBC MISSOURI

- 9.1 For compensation purposes in the state of Missouri, Circuit Switched Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders). *and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.*

- 9.1.1 Either party providing Metropolitan Calling Area (MCA) service for Circuit Switched Traffic shall offer the full calling scope prescribed in Case No. TO-92-306 according to the terms of the MCA Orders or as otherwise ordered by the Missouri Public Service Commission., without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service subject to Applicable Law.

- 9.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, Circuit Switched MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call, subject to Applicable Law.

- 9.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

- 9.3 If **LEVEL 3** provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by **SBC SOUTHWEST REGION 5-STATE**.

10. PRIMARY TOLL CARRIER ARRANGEMENTS

- 10.1 In those **SBC-13STATES** where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **SBC-13STATE** is the PTC, **SBC-13STATE** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement **and Applicable Law, but this in no way shall restrict either Party from exchanging such traffic over the Parties' existing Local Interconnection Trunk Groups.** Upon receipt of verifiable Primary Toll records, **SBC-13STATE** shall reimburse the terminating carrier at **SBC-13STATE's** applicable tariffed terminating switched access rates **for Circuit Switched Traffic.** When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

11. INTRALATA 800 **TELECOMMUNICATIONS** TRAFFIC

- 11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage **or equivalent** Data for Customer billing and intraLATA 800 Copy Detail Usage **or equivalent** Data for access billing in Exchange Message Interface (EMI) format **or other mutually agreeable format.** The Parties agree to provide this data to each other on a monthly basis at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 11.2 **Non-local** IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX. **8YY Traffic bearing translated NPA-NXX codes that are local to NPA-NXX codes at the point where the traffic is handed off will be rated and compensated as Local Traffic.**

12. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

- 12.1 Intercarrier compensation for Switched Access **Circuit Switched** Traffic shall be on a Meet Point Billing ("MPB") basis as described below. **To the extent LEVEL 3 is unable to provide records formatted according to Ordering and Billing Forum's MECOD and MECAB guidelines, the Parties agree to explore additional options for recording, assembling and editing of message detail records necessary to accurate billing of traffic.**

- 12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services **for Circuit Switched Traffic** via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 12.3 Billing for the Switched Exchange Access Services **for Circuit Switched Traffic** jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates **to the extent permitted by Applicable Law**. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function **to the extent permitted by Applicable Law**.
- 12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 12.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services **for Circuit Switched Traffic traffic** jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 12.6 MPB shall also apply to all jointly provided Switched Access MOU **for Circuit Switched Traffic traffic** bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs **to the extent that those calls bear translated NPA-NXX codes that are local to NPA-NXX codes at the point where the traffic is handed off will be rated as Local Traffic**). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 12.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 12.8 **SBC-13STATE** and **LEVEL 3** agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 12.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall

accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. RESERVED FOR FUTURE USE.

14. INTRALATA TOLL TRAFFIC COMPENSATION

14.1 For **Circuit-Switched Traffic** that is correctly rated as intrastate intraLATA toll *traffic*, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff. ***but such compensation shall not exceed the compensation contained in an SBC-13STATE's tariff in whose exchange area the End User is located.*** For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, ***but such compensation shall not exceed the compensation contained in the SBC-13STATE's tariff in whose exchange area the End User is located.*** Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem **or switch providing equivalent geographic coverage** is used to terminate traffic.

15. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(B)(5), CIRCUIT SWITCHED OPTIONAL EAS, ISP-BOUND AND CIRCUIT SWITCHED INTRALATA TOLL TRAFFIC

15.1 In **SBC-13STATE** each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard recordings made within the terminating carrier's network for **251(b)(5) Traffic, Circuit Switched Traffic, Circuit Switched** Optional EAS Traffic, ISP-Bound Traffic and **Circuit Switched** IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.

15.1.1 Where a terminating **LEVEL 3** is not technically capable of billing the originating carrier through the use of terminating records, **SBC-13STATE** will provide the appropriate originating Category of records **including Originating Carrier Number ("OCN")**.

15.1.2 The decision by **LEVEL 3** to utilize terminating recordings does not in any way relieve the obligation of **LEVEL 3** to exchange records with other LECs.

15.2 **The Parties agree that they will exchange ISP-bound traffic at rates set by the FCC and will update these rates immediately upon the effective date of any subsequent FCC order.** *In states in which SBC-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP*

Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 6.6 of this Appendix.

- 15.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 15.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

16. SWITCHED ACCESS TRAFFIC

16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a LEVEL 3 end user that obtains local dial tone from LEVEL 3 where LEVEL 3 is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,*
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;*
- (iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or*
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying*

Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 16.1.1(iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

17. RESERVED FOR FUTURE USE.

18. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

*18.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic* (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order or any other regulatory, legislative or judicial action, **including, but not limited to, the right to elect to invoke (to the extent the ILEC has not already elected to offer to exchange traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan as of the Effective Date of this Agreement) on a date specified by SBC-13STATE the FCC's interim ISP terminating compensation plan, after which date ISP-Bound traffic exchanged between the Parties will be subject to Sections 6.0 through 6.6 above.***

- 18.2 *To the extent SBC-13STATE has not already provided notice of its offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim terminating compensation plan in a particular state as of the Effective Date of this Agreement, SBC-13STATE agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the Interconnection Agreement of the date upon which the SBC-13STATE designates that the FCC's ISP terminating compensation plan shall begin in such state. Notwithstanding anything contrary in this Agreement, LEVEL 3 agrees that on the date designated by SBC-13STATE in a particular state, the Parties will begin paying and billing Inter-carrier Compensation for ISP-Bound Traffic to each other at the rates, terms and conditions specified in Sections 6.0 through 6.6 above.*
- 18.3 *SBC-13STATE and LEVEL 3 agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by SBC-13STATE in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.*
- 18.4 *Should a regulatory agency, court or legislature change or nullify the SBC-13STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among SBC-13STATE, LEVEL 3 and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.*
- 18.5 *The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP inter-carrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.*
- 18.6 *Because of the possibilities in Section 17.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior inter-carrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties*

will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among SBC-13STATE, LEVEL 3, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for **LEVEL 3** by **SBC-13STATE** to participate in the Clearinghouse (CH).

2. CLEARINGHOUSE DESCRIPTION

- 2.1 **SBC SOUTHWEST REGION 5-STATE** 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 CLECs, including **SBC SOUTHWEST REGION 5-STATE** and **LEVEL 3. SBC SOUTHWEST REGION 5-STATE agrees to bill reciprocal compensation according to terminating records instead of the Category 92 process.**

3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to **SBC SOUTHWEST REGION 5-STATE** for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of **SBC SOUTHWEST REGION 5-STATE**'s operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 **LEVEL 3** agrees that it will provide **SBC SOUTHWEST REGION 5-STATE** with billing records for CH processing that are in an industry standard format acceptable to **SBC SOUTHWEST REGION 5-STATE** 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 Appendix, 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 CLEC exchange but are to be billed to an end user in a second LEC or CLEC exchange. Such records are referred to as Category Ninety-Two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 **LEVEL 3** agrees that all CH Records it generates will display indicators denoting whether Category Ninety-Two (92) Records should be forwarded to **SBC SOUTHWEST REGION 5-STATE**'s CH. **LEVEL 3** will retain its originating records for ninety (90) days such that the Category Ninety-Two (92) Records can be retransmitted to **SBC SOUTHWEST REGION 5-STATE** for CH processing, if needed.
- 4.3 **SBC SOUTHWEST REGION 5-STATE** will provide and maintain such systems as it believes are required to furnish the CH service described herein. **SBC SOUTHWEST**

REGION 5-STATE, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

- 4.4 **LEVEL 3** will timely furnish to **SBC SOUTHWEST REGION 5-STATE** all CH Records required by **SBC SOUTHWEST REGION 5-STATE** 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. **SBC SOUTHWEST REGION 5-STATE** will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, **SBC SOUTHWEST REGION 5-STATE** 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.

5. PROCESSING CHARGE

- 5.1 **LEVEL 3** agrees to pay **SBC SOUTHWEST REGION 5-STATE** a processing charge in consideration of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

- 6.1 **LEVEL 3** agrees to pay a per message charge to the CLEC responsible for billing the message, including **SBC SOUTHWEST REGION 5-STATE**, when **SBC SOUTHWEST REGION 5-STATE** bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

- 7.1 **SBC SOUTHWEST REGION 5-STATE** will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by **LEVEL 3** for billing messages originated by others; (b) amounts due to **LEVEL 3** for **LEVEL 3** originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

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

9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, **SBC SOUTHWEST REGION 5-STATE** assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. **LEVEL 3** agrees that **SBC SOUTHWEST REGION 5-STATE** 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, but excluding its willful misconduct, and upon which **SBC SOUTHWEST REGION 5-STATE** may have relied in preparing settlement reports or performing any other act under this Appendix.
- 9.2 **LEVEL 3** agrees to indemnify and hold **SBC SOUTHWEST REGION 5-STATE** harmless against and with respect to third party claims, demands, liabilities or court actions arising from its actions, omissions, mistakes or negligence reasonably related to performing the duties under this Appendix and that occurred during the course of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH processing pursuant to this Appendix.
- 9.3 **SBC SOUTHWEST REGION 5-STATE** 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 Appendix, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of **SBC SOUTHWEST REGION 5-STATE**. Any losses or damage for which **SBC SOUTHWEST REGION 5-STATE** is held liable under this Appendix will in no event exceed the amount of processing charges incurred by **LEVEL 3** for the CH services provided hereunder during the period beginning at the time **SBC SOUTHWEST REGION 5-STATE** receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

- 10.1 **SBC SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by **LEVEL 3** when this data is accessed and used by a third party.

APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) to Level 3 Communications, LLC (LEVEL 3).

2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits LEVEL 3 to request a designated installation or conversion of service occurring at a specific time of day as specified by LEVEL 3 during, or after, normal business hours.
- 2.2 LEVEL 3 will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables LEVEL 3 to schedule and coordinate particular provisioning requirements with the SBC-13STATE.
- 2.3 SBC-13STATE may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis. SBC-13STATE acknowledges that the rapid and efficient processing of CHC service orders is critical to LEVEL 3's ability to provide facilities-based services, and accordingly, SBC-13STATE shall work cooperatively with LEVEL 3 to process as quickly as practicable any such service orders that SBC-13STATE has limited.
- 2.4 SBC-13STATE reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods with notice to LEVEL 3. Heavy workload includes any unanticipated volume of work that impacts the SBC-13STATE's ability to provide its baseline service. Where time permits, SBC-13STATE will make every effort to notify LEVEL 3 when such unanticipated activities occur. Any suspension of CHC Service will not disrupt or otherwise affect the provisioning of service orders accepted by SBC-13STATE.

3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are TELRIC rates approved by the Commission and appended hereto. determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When LEVEL 3 orders CHC service, SBC-13STATE shall charge and LEVEL 3 agrees to pay for CHC service the TELRIC rates established by the relevant Commission. at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices.
 - 3.2.1 SBC MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)¹
 - 3.2.2 SBC NEVADA – PUCN, Section C13A, 13.2.6(c)
 - 3.2.3 SBC CALIFORNIA – Access Tariff 175-T, Section 13.2.6(c)
 - 3.2.4 SBC SOUTHWEST REGION 5-STATE – Appendix Pricing, Schedule of Prices, "Time and Materials Charges"

¹ SBC-13STATE will not charge the additional labor rate in a particular state in the SBC MIDWEST 5-STATE region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superseded by that state's commission order approving new non-recurring UNE rates.

3.2.5 SBC CONNECTICUT – Connecticut Access Service Tariff, Section 18.1(3)

- [
- 3.3 In the event that **SBC-13STATE** fails to meet a CHC Service commitment for reasons within the control of **SBC-13STATE**, SBC will not charge **LEVEL 3** a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to **LEVEL 3**, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if **LEVEL 3** requests any change to an order with CHC Service including, but not limited to, **SBC-13STATE**'s inability to gain access to **LEVEL 3's** end user's premises, or **LEVEL 3**/end user is not ready to proceed with the order, the CHC charge will apply and **SBC-13STATE** is no longer obligated to ensure a CHC is on that order.

APPENDIX DAL

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APPENDIX DAL (LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions pursuant to which the applicable SBC Communications Inc. owned Incumbent Local Exchange Carrier (ILEC) agrees to license its subscriber listing information to LEVEL 3 Communications, LLC (**LEVEL 3**).
- 1.2 The prices at which SBC-13STATE agrees to provide **LEVEL 3** with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, SBC-13STATE will provide Directory Assistance, Directory Assistance Listing, Directory Assistance Listing Information Service (DALIS), and Dialing Parity Directory Listings (herein after collectively referred to as DAL):
 - 2.1.1 SBC-13STATE owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
 - 2.1.2 SBC-13STATE uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call SBC-13STATE's DA to obtain such information.
 - 2.1.3 Inasmuch as SBC-13STATE provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), SBC-13STATE's database also contains directory assistance listing information for other ILEC and CLEC End Users.
 - 2.1.4 **LEVEL 3**, or its agent, wishes to provide DA service to **LEVEL 3**'s End Users located in the **LEVEL 3**'s service area, and therefore, wishes to load its database with directory assistance listings contained in SBC-13STATE's DA database.

2.1.5 **SBC-13STATE** agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:

2.1.5.1 **SBC-13STATE** shall license its directory assistance listing information as defined in Exhibit A.

2.1.5.2 **SBC-13STATE** shall provide directory assistance listing information in a mutually acceptable format.

2.1.5.3 **SBC-13STATE** shall provide directory assistance listing information to **LEVEL 3** via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **SBC13-STATE** will provide to **LEVEL 3** the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 Use of Directory Assistance Listing Information

2.2.1 **LEVEL 3** may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

2.2.2 Upon termination of the Agreement, **LEVEL 3** shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC-13STATE**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in **LEVEL 3**'s database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, **LEVEL 3** may verify the listing

by matching the caller-provided address with the address in LEVEL 3's dates. LEVEL 3 may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. LEVEL 3 can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

- 3.1 The directory assistance listings provided by SBC shall remain the property of SBC-13STATE. LEVEL 3, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures LEVEL 3 uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

- 4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should LEVEL 3 breach this agreement, it shall immediately cease use of SBC-13STATE's directory assistance listing information.

5. LIABILITY

- 5.1 Other than the representations made in this Appendix, SBC-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to LEVEL 3. LEVEL 3 agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. SBC-13STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 LEVEL 3 hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 LEVEL 3 shall indemnify, protect, save harmless and defend SBC-13STATE (or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any

and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to SBC-13STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. LEVEL 3 shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against LEVEL 3 and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SBC-13STATE will assume and undertake its own defense, and assist in the defense of LEVEL 3.

6. TERM OF APPENDIX

- 6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

APPENDIX 911

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APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **LEVEL 3**.
- 1.25 The prices at which **SBC-13STATE** agrees to provide **LEVEL 3** with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. RESERVED FOR FUTURE USE

3. **SBC-13STATE** RESPONSIBILITIES

- 3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to **LEVEL 3** as described this section in a particular Rate Center in which **LEVEL 3** is authorized to provide local telephone exchange service and **SBC-13STATE** is the 911 Service Provider. This shall include the following:
- 3.2 Call Routing
- 3.2.1 **SBC-13STATE** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 3.2.2 **SBC-13STATE** will forward the calling party number (ANI) it receives from LEVEL 3 and the associated Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by **LEVEL 3**, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. For an ANI failure SBC will route call to the “default” ESN associated with the 911 trunk group. If ANI is forwarded by **LEVEL 3**, but no ALI record is found in the E911 DBMS, **SBC-13STATE** will report this “No Record Found” condition to **LEVEL 3** in accordance with NENA standards.
- 3.3 Facilities and Trunking
- 3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**’s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.3.2 **SBC-13STATE** will provide facilities to interconnect **LEVEL 3**, as specified in the local state tariff. Additionally, when diverse facilities as defined in GT&C are requested by **LEVEL 3**, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.
- 3.3.3 Upon written request by **LEVEL 3**, **SBC-13STATE** shall, in a timely fashion, of at least no more than fifteen (15) calendar days after Level 3’s request, provide **LEVEL 3** with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended

Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

- 3.3.4 **SBC-13STATE** and **LEVEL 3** will cooperate to promptly test all trunks and facilities between **LEVEL 3**'s network and the **SBC-13STATE** SR(s).

3.4 Database

- 3.4.1 Where **SBC-13STATE** manages the E911 database, SBC-13STATE shall store **LEVEL 3**'s End User 911 Records [that is, the name, address, and associated telephone number(s) for each of **LEVEL 3**'s End Users served by **LEVEL 3**'s exchange(s)] in the electronic data processing database for the E911 DBMS. **LEVEL 3** or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of **LEVEL 3**'s End User 911 Records.
- 3.4.3 **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 3.4.4 **SBC-13STATE** will update **LEVEL 3**'s End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide **LEVEL 3** an error and status report. This report will be provided in a timely fashion of at least no more than 72 hours after **LEVEL 3** submits their End User 911 Records for entry into the DBMS and in accordance with the methods and procedures described in the documentation to be provided to Level 3 via the SBC on-line handbook.
- 3.4.5 **SBC-13STATE** shall provide **LEVEL 3** with a file containing the Master Street Address Guide (MSAG) for the **LEVEL 3**'s respective exchanges or communities. The MSAG will be provided on a monthly basis but only for those areas where **LEVEL 3** is authorized to do business as a local exchange service provider and SBC-13STATE is the 911 service provider. SBC CONNECTICUT, SBC MIDWEST REGION 5-STATE, and SBC SOUTHWEST REGION 5-STATE will provide the MSAG on a monthly basis. SBC 2-STATE will provide the MSAG at **LEVEL 3**'s request, but no more frequently than quarterly.
- 3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. **LEVEL 3** RESPONSIBILITIES

4.1 Call Routing

- 4.1.1 **LEVEL 3** will transport 911 calls from each point of interconnection (POI) to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.
- 4.1.2 **LEVEL 3** will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.

4.2 Facilities and Trunking

- 4.2.1 Consistent with Applicable Law and with the Parties executed 911 Waivers, **LEVEL 3** will provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which **LEVEL 3** provides telephone exchange services.

- 4.2.2 **LEVEL 3** acknowledges that its End Users in a single local calling scope may be served by different SRs and **LEVEL 3** shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 **LEVEL 3** shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 In SBC MIDWEST REGION 5-STATE only, **LEVEL 3** is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPS do not have the technical capability to receive a 10 digit ANI, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.5 **LEVEL 3** shall maintain facility capacity sufficient to route traffic over trunks between the LEVEL 3 switch and the **SBC-13STATE** SR.
- 4.2.6 **LEVEL 3** shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC-13STATE 911 SR. **LEVEL 3** is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity. SBC shall provide where technically feasible, facility route diversity in accordance with SBC's standard operating procedures specific to each 911 selective router.
- 4.2.7 **LEVEL 3** is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.
- 4.2.8 **LEVEL 3** shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 4.2.9 **LEVEL 3** shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If **LEVEL 3**'s traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, **LEVEL 3** shall request additional circuits from **SBC-13STATE**.
- 4.2.10 **LEVEL 3** will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between **LEVEL 3**'s network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. **SBC-13STATE** and **LEVEL 3** agree to use commercially reasonable efforts to complete 911 testing of trunks within a commercially reasonable period of time. **LEVEL 3** agrees that it will not pass live 911 traffic until successful testing, consistent with industry standards and practices, is completed by both parties.
- 4.2.11 **LEVEL 3** is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the Demarcation Point between the Parties' networks. **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems on its side of the Parties' network Demarcation Point(s). **LEVEL 3** is responsible for advising **SBC-13STATE** of the circuit identification to the extent that **SBC-13STATE** has correctly and accurately provided such circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to

LEVEL 3 if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between **LEVEL 3**'s End Office and all appropriate SR, **LEVEL 3** or its representatives shall be responsible for providing **LEVEL 3**'s End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis. **SBC-13STATE** and **LEVEL 3** shall arrange for the automated input and periodic updating of **LEVEL 3**'s End User 911 Records.
- 4.3.2 **LEVEL 3** or its agent shall provide initial and ongoing updates of **LEVEL 3**'s End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 **LEVEL 3** shall adopt use of a Company ID on all **LEVEL 3** End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 **LEVEL 3** is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, to the extent that **LEVEL 3** inputs its own data directly into the **SBC-13STATE** 911 DBMS, **LEVEL 3** will be responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.
- 4.3.5 **SBC-13STATE** and **LEVEL 3** agree to work cooperatively to minimize the possibility of errors. In the unexpected event that **LEVEL 3** causes errors which require **SBC13-State** additional work for ALI updates, **LEVEL 3** agrees to reimburse SBC for SBC's demonstrable reasonable additional costs.
- 4.3.6 **LEVEL 3** shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

- 4.4.1 **LEVEL 3** Each Party is solely responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the that party provides Telephone Exchange Service.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from **LEVEL 3**'s POI to the designated **SBC-13STATE** 911 Selective Router(s).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **SBC-13STATE**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.
- 6.2 **SBC-13STATE** will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to SBC-13STATE's Selective Routing. **SBC-13STATE** will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and **LEVEL 3**.
- 7.3 INTENTIONALLY OMITTED
- 7.4 INTENTIONALLY OMITTED
- 7.5 In **SBC-2STATE**, and **SBC MIDWEST REGION 5-STATE**; the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof. **LEVEL 3** will submit the required state-specific forms to **SBC-13STATE** or to the appropriate state agency where applicable.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in **SBC-13STATE**'s Appendix Pricing or applicable state Commission-approved tariff.
- 8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

- 9.1 **SBC-13STATE's** liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-13STATE** shall not be liable to **LEVEL 3**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-13STATE** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **LEVEL 3** until service is restored.
- 9.2 **LEVEL 3's** liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event **LEVEL 3** provides E911 Service to **SBC-13STATE**, **LEVEL 3** shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **LEVEL 3** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.
- 9.3 **LEVEL 3** agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE's** provision of E911 Service hereunder or out of **LEVEL 3's** End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property,

- whether owned by **LEVEL 3**, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.
- 9.4 **LEVEL 3** also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

10. MUTUALITY

- 10.1 **LEVEL 3** agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **SBC-13STATE** request such services, **LEVEL 3** will provide such services to **SBC-13STATE** under terms and conditions comparable to the terms and conditions contained in this Appendix.

APPENDIX NUMBER PORTABILITY

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APPENDIX NP (NUMBER PORTABILITY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability mutually provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **LEVEL 3**.

2. PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions

2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was executed). As such, the Parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.1.2 Other than as specifically set out elsewhere in this agreement, **SBC CONNECTICUT** as of the date of this agreement does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

2.2 The Parties shall:

- 2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and
- 2.2.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.3 Obligations of **SBC-12STATE**

2.3.1 **SBC CALIFORNIA/SBC NEVADA/SBC-SBC MIDWEST REGION 5-STATE/SBC SOUTHWEST REGION 5-STATE** has deployed LRN in all of their switches.

2.3.2 **SBC-13STATE** will open unrestricted non portable codes within the time frame represented in the BFR (bona fide request) Exhibit 1 attached hereto.. A sample BFR is provided in Exhibit 1.

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

2.4 Obligations of **LEVEL 3**

2.4.1 **LEVEL 3** is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.4.2 After the initial deployment of PNP in a mandated MSA, **LEVEL 3** shall submit a BFR (see EXHIBIT 1) to request that a **SBC SOUTHWEST REGION 5-STATE** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

- 2.4.3 When **LEVEL 3** requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, **LEVEL 3** shall follow the industry standard LERG procedure.
- 2.4.4 **LEVEL 3** shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 2.4.5 **LEVEL 3** shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.
- 2.5 **Obligations of Both Parties**
- 2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 2.5.2 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 2.5.5 For any switch from which the Parties have not already successfully ported numbers, each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 2.5.7 Each Party shall become responsible for the End User's other lawfully required telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.
- 2.5.8 Each Party shall adhere to the lawfully required reserved number terms and conditions pursuant to Appendix Numbering.
- 2.6 **Limitations of Service**
- 2.6.1 Telephone numbers can be ported only within **SBC CALIFORNIA/SBC NEVADA/SBC SOUTHWEST REGION 5-STATE** toll rate centers / **SBC MIDWEST REGION 5-STATE** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.
- 2.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) **SBC-12STATE** Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950.
- 2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

2.7 Service Descriptions

- 2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 2.7.5 **LEVEL 3** shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

- 2.8.1 Except as set forth in Section 4, the Parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Recovery of carrier-specific costs directly related to providing long-term number portability shall be determined by the Parties' tariffs filed with the FCC in accordance with applicable FCC rules and orders, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. **MASS CALLING CODES**

3.1 General Terms and Conditions

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

3.2 Service Provided

- 3.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the

dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

- 3.2.2 When **LEVEL 3** requests that a **SBC-12STATE** number with a mass calling NXX code be ported to its network, **SBC-12STATE** will build translations at the CSO to route the incoming calls to **LEVEL 3** provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to **LEVEL 3's** central office.

3.3 **Obligations of SBC-12STATE**

- 3.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by **LEVEL 3**. Non-LRN porting will be done via pseudo code or route index translation in the **SBC-12STATE** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.
- 3.3.2 **SBC-12STATE** will not charge **LEVEL 3** for the use of its choke network by **LEVEL 3's** mass calling customer. In exchange, **SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.4 **Obligations of LEVEL 3**

- 3.4.1 **LEVEL 3** shall agree to adhere to **SBC-12STATE** LSR format and mass calling due date intervals.
- 3.4.2 **LEVEL 3** shall provide the facility and DID trunk group from the **SBC-12STATE** CSO to **LEVEL 3's** serving office. **LEVEL 3** shall size this one-way MF trunk group.
- 3.4.3 **LEVEL 3** shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5 **LEVEL 3 Mass Calling Codes**

- 3.5.1 Should **LEVEL 3** assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), **LEVEL 3** shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE's** tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub to **LEVEL 3**. In order to allow the Parties time to order and install such mass calling trunks, **LEVEL 3** shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group see Appendix ITR.
- 3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SBC-12STATE** and **LEVEL 3** both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4. **SPNP QUERY SERVICE**

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

- 4.2 If **LEVEL 3** chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, **SBC-12STATE** will charge and **LEVEL 3** agrees to pay the default queries charges set forth in:
- 4.2.1 **SBC MIDWEST REGION 5-STATE** - Section 6 of the FCC No. 2 Access Services Tariff
 - 4.2.2 **SBC NEVADA** - Section 19 of the FCC No. 1 Access Services Tariff
 - 4.2.3 **SBC CALIFORNIA** – Section 13 of the FCC No. 1 Access Services Tariff
 - 4.2.4 **SBC SOUTHWEST REGION 5-STATE** – Section 34 of the FCC No. 73 Access Services Tariff.
- 4.3 **SBC-12STATE** provides **LEVEL 3** the optional use of the **SBC-12STATE** LNP database via the SPNP Query Service-Database. When **LEVEL 3** orders SPNP Query Service-Database, **SBC-12STATE** shall charge and **LEVEL 3** agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. **LEVEL 3**'s Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 4.4 When purchasing the SPNP Query Service - Database, **LEVEL 3** will access **SBC-12STATE** s facilities via an SS7 link to the **SBC-12STATE** STP.
- 4.5 When purchasing the SLNP Query Service - Database, **LEVEL 3** will advise **SBC-12STATE** of the entry point(s) of queries to the **SBC-12STATE** network and provide a query forecast for each entry point.
5. Reserved for future use.

EXHIBIT 1
PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

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

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

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), **LEVEL 3** can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-13STATE** is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

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

equipped remote switches within 30 days
hardware capable switches within 60 days
capable switches requiring hardware within 180 days
non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from **LEVEL 3** to its **SBC-13STATE** Account Manager which shall specify the following:

The MSA in which requested switch(es) are located.

The switch(es), by CLLI code, that are to become PNP capable.

The date when PNP capability is requested with the FCC established time frames being the least amount of time.

The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which **LEVEL 3** interconnects.

An initial response from the **SBC-13STATE** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to **LEVEL 3** within ten (10) business days of receipt of the BFR.

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

DATE: _____ (date of request)

TO: _____ (name of service provider)

_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)

_____ (requester switch(es)/CLLI)

_____ (authorized by name)

_____ (authorized by title)

_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

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

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

Notes: See following page.

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

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

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

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

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

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ (date of response)

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

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

Switch request(s) accepted:

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

Switch request(s) denied/reason for denial:

_____(CLLI1): _____

_____(CLLI2): _____

_____(CLLI3): _____

Authorized company representative

signature/title: _____
