

governed by the provisioning party's applicable tariffs.

Neither party shall have any liability whatsoever to the customers of the other party for claims arising from the provision of the other party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

The liability of either party for its willful misconduct, if any, is not limited by this Agreement. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, SWBT's liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

SWBT shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall SWBT for its own act or omission hold liable any other carrier or customer providing a portion of a service.

When the Interconnector is provided service under this Agreement, SWBT shall be indemnified, defended and held harmless by the Interconnector against any claim, loss or damage arising from the customer's use of services offered under this Agreement, involving:

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
- (2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by SWBT in connection with facilities or equipment furnished by the customer; or
- (3) All other claims arising in connection with any act or omission of the Interconnector in the course of using services provided pursuant to this Agreement.

14.2 Third Parties. The Interconnector acknowledges and understands that SWBT may provide space in or access to the Building to other persons or entities ("Others"), which may include competitors of Interconnectors; that such space may be close to the Premises, possibly including space adjacent to the Premises and/or with access to the outside of the Premises; and that the cage around the Premises is a permeable boundary that will not prevent the Others from

observing or even damaging the Interconnector's equipment and facilities. In addition to any other applicable limitation, SWBT shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or SWBT, and regardless of whether any claimed SWBT liability arises in tort or in contract. The Interconnector shall save and hold SWBT harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of the Interconnector.

ARTICLE XV - INDEMNIFICATION OF SWBT

In addition to any other provision hereof, the Interconnector agrees to indemnify, defend and save harmless SWBT (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with Interconnector's use of the Premises, conduct of its business or any activity, in or about the Premises, performance of any terms of this Agreement, or any act or omission of the Interconnector (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees). Defense of any claim shall be reasonably satisfactory to SWBT.

ARTICLE XVI - SERVICES, UTILITIES, MAINTENANCE AND FACILITIES

16.1 Operating Services. SWBT, at its sole cost and expense, shall maintain for the Building customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day. The Interconnector shall be permitted to have a single-line business telephone service for the Premises subject to applicable SWBT tariffs.

16.2 Utilities. SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for the Interconnector's equipment, in the same manner that it provides such support items for its own equipment within that wire center.

16.3 Maintenance. SWBT shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by the Interconnector to access the Premises.

16.4 Legal Requirements. SWBT agrees to make, at its expense, all changes and additions to the Premises required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Premises.

ARTICLE XVII - LIMITATION OF ACTIONS; DISPUTE RESOLUTION

17.1 Finality of Disputes. No claim arising from this Agreement shall be brought more than twenty-four (24) months from the date of occurrence which gives rise to the claim.

17.2 Alternative to Litigation. The parties desire to resolve disputes arising in connection with this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising from or relating to this Agreement.

17.3 Resolution of Disputes Between Parties. At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may use other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement, exempt from discovery and production, shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared

for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

17.4 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set forth in those rules. Discovery shall be controlled by the arbitrator and shall be permitted only to the extent set forth in this Section. Each party may submit in writing to the other party, and the receiving party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following:

- (a) Interrogatories
- (b) Demands to produce documents
- (c) Requests for admission

Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in _____. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17.5 Costs. Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

ARTICLE XVIII - SUCCESSORS BOUND

Without limiting Article XI hereof, the conditions and agreements contained herein shall bind and inure to the benefit of SWBT, the Interconnector and their respective successors and, except as otherwise provided herein, assigns.

ARTICLE XIX - CONFLICT OF INTEREST

The Interconnector represents that no employee or agent of SWBT has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from the Interconnector, or any of the Interconnector's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

ARTICLE XX - NON-EXCLUSIVE REMEDIES

No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

ARTICLE XXI - NOTICES

Except as may be specifically permitted in this Agreement, any notice, demand, or payment required or desired to be given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall or 'ly be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to SWBT:

If to the Interconnector:

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

ARTICLE XXII - COMPLIANCE WITH LAWS

The Interconnector and all persons acting through or on behalf of the Interconnector shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder. The Interconnector further agrees during the term of this Agreement to comply with all applicable Executive and Federal regulations as set forth in SW9368, attached as Exhibit ____ and incorporated herein, as may be modified from time to time.

ARTICLE XXIII - OSHA STATEMENT

The Interconnector, in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal, state and local laws, safety and health regulations relating to the Premises which the Interconnector has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SWBT harmless for any judgments, citations, fines, or other penalties which are assessed against SWBT as the result of the Interconnector's failure to comply with any of the foregoing. SWBT, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Premises which SWBT has agreed to maintain pursuant hereto.

ARTICLE XXIV - INSURANCE

24.1 Coverage Requirements. The Interconnector shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance rating of A+VII or better, and which is authorized to do business in the jurisdiction in which the Premises are located. SWBT shall be named as an ADDITIONAL INSURED on general liability policy.

- (1) Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of \$1,000,000. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.
- (2) If use of an automobile is required or if the Interconnector is provided or otherwise allowed parking space by SWBT in connection with this Agreement, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. The Interconnector hereby waives any rights of recovery against SWBT for damage to the Interconnector's vehicles while on the grounds of the Building and the Interconnector will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of the Interconnector's employees, contractors, invitees, licensees or agents.
- (3) Workers' Compensation insurance with benefits afforded in accordance with the laws of the state in which the space is to be provided.
- (4) Employer's Liability insurance with minimum limits of \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease per employee and \$500,000 for bodily injury by disease policy aggregate.

- (5) Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
- (6) All Risk Property coverage on a full replacement cost basis insuring all of the Interconnector's personal property situated on or within the Building or the Premises. The Interconnector releases SWBT from and waives any and all right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Interconnector or located on or in the space at the instance of the Interconnector by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on the Interconnector's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of the Interconnector against SWBT for damage to the Interconnector's fixtures or personal property are hereby waived.

The Interconnector may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an interruption of service occur.

24.2 Coverage Increases. The limits set forth in Section 24.1 may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT buildings.

24.3 Primary Coverage. All policies purchased by the Interconnector shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

24.4 Effective Date. All insurance must be in effect on or before occupancy date and shall remain in force as long as any of the Interconnector's facilities or equipment remain within the

Premises or the Building. If the Interconnector fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by the Interconnector.

24.5 Supporting Documentation. The Interconnector shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Agreement. The Interconnector shall arrange for SWBT to receive thirty (30) days advance written notice from the Interconnector's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

24.6 Carrier Recommendations. The Interconnector must also conform to the recommendation(s) made by SWBT's Property Insurance Company which Interconnector has already agreed to or to such recommendations as it shall hereafter agree to.

24.7 Material Breach. Failure to comply with the provisions of this section will be deemed a material violation of this Agreement.

ARTICLE XXV - SWBT'S RIGHT OF ACCESS

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter the Premises at any reasonable time to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the Premises for purpose of averting any threat of harm imposed by the Interconnector or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the Premises. If routine inspections are required, they shall be conducted at a mutually agreeable time.

ARTICLE XXVI - PURPOSE AND SCOPE OF AGREEMENT

Through this Agreement, the Interconnector is placing telecommunications equipment and facilities on SWBT property for the purpose of connecting with SWBT's network only. The parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with any State commission, the Federal Communications

Commission, any other regulatory body, any State or Federal Court, or in any other form that SWBT has agreed or acquiesced that any piece of Interconnector equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).

ARTICLE XXVII - MISCELLANEOUS

27.1 Exhibits The following Exhibits are attached hereto and made part hereof:

Exhibit _____

Exhibit _____

Exhibit _____

Exhibit _____

27.2 Variations. In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by SWBT shall control.

27.3 Governing Law. This Agreement shall be governed by the laws of the State in which the Premises are located, without regard to the choice of law principles thereof.

27.4 Joint and Several. If Interconnector constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

27.5 Future Negotiations. SWBT may refuse requests for additional space in the Building or in any other SWBT premises if the Interconnector is in material breach of this Agreement, including having any past due charges hereunder. In any and each such event, the Interconnector hereby releases and shall hold SWBT harmless under Article XV from any duty to negotiate with the Interconnector or any of its affiliates for any additional space or physical collocation.

27.6 Severability. With the exception of the requirements, obligations, and rights set forth in Article II hereof, if any of the provisions hereof are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of SWBT and the Interconnector shall be construed accordingly.

27.7 Paragraph Headings and Article Numbers. The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

27.8 Entire Agreement. This Agreement with the attached schedules and exhibits, and referenced documentation and materials attached hereto set forth the entire understanding of the parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

27.9 No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

27.10 Construction. This Agreement shall be interpreted and governed without regard to which party drafted this Agreement.

27.11 Multiple Originals. This Agreement may be executed in multiple copies, each of which shall be deemed an original.

27.12 Wavier of Obligations. (a) Whenever this Agreement requires the consent of a party, any request for such consent shall be in writing.

(b) Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission

by SWBT to exercise any right, power or option, whether of the same, similar or different nature, with respect to one or more other interconnectors.

27.13 Rights Cumulative. The rights of a party hereunder are cumulative and no exercise or enforcement by such party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.

27.14 Binding Effect. (a) This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest.

(b) All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

27.15 Impossibility of Performance. Neither party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, the Interconnector's employees, authorized agents and contractors will comply with the Emergency Operating Procedures established by SWBT.

27.16 Survival. The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed and delivered this Agreement as of the day and year first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____

Title: _____

Interconnector:

By: _____

Title: _____

ATTACHMENT A

Southwestern Bell Telephone Company
[Address and to the attention of per notice provision]

Re: [Reference Identifier on Cover Sheet]

Pursuant to the referenced Physical Collocation Agreement ("Agreement"), this letter constitutes a request to place the following additional equipment and/or facilities in the Premises:

<u>Generic Name</u>	<u># of Bays</u>	<u>Floor Loading</u>	<u>Power Req.</u>	<u>Heat Release</u>
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If this request is acceptable to Southwestern Bell Telephone Company ("SWBT"), please indicate that acceptance by executing both originals and returning one to the undersigned. With the return of an executed original, the Agreement shall be deemed amended to reflect that the listed equipment and facilities may be located in the Premises. In all other respects, the Agreement shall be unaffected.

If not acceptable, please let me know of SWBT's objections or conditions to its acceptance.

All capitalized terms not defined in this letter but defined in the Agreement shall have the meaning ascribed to such term in the Agreement.

INTERCONNECTOR

By: _____

Title: _____

Name: _____

AGREED AND ACCEPTED:

SOUTHWESTERN BELL TELEPHONE
COMPANY

By: _____

Title: _____

Name: _____

Date: _____

APPENDIX RESALE

Appendix RESALE

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

1.0 TERMS AND CONDITIONS OF SERVICE

- 1.1 For services included in this Appendix, the rules and regulations associated with the corresponding tariffs apply except for applicable resale restrictions, which are offered through tariffs by SWBT to its end users and except as otherwise provided herein.
- 1.2 LSP shall only sell Plexar services to a single end user.
- 1.3 Except where otherwise explicitly provided in the corresponding tariffs, LSP shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service or except where SWBT permits such sharing by its own end users.
- 1.4 The LSP shall resell these telecommunications services only to the same class of customers to which SWBT sells the services, e.g. residence service may not be resold to business customers. LSP may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent LSP resells services that require certification on the part of the buyer, LSP will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission.
- 1.5 SWBT promotions of ninety (90) days or less shall not be available to the LSP for resale.
- 1.6 The LSP shall not use a resold service to avoid the rates, terms and conditions of SWBT's corresponding retail tariff.
- 1.7 The LSP shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that LSP may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 1.8 An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

- 1.9 To the extent allowable by law, LSP shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. LSP shall pay for PIC changes at the tariffed rate.
- 1.10 SWBT shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. LSP shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered at retail by SWBT as the incumbent local exchange carrier to its end users.
- 1.11 When LSP converts an end user currently receiving non-complex service from the SWBT network, without any changes to SWBT's network, LSP will be charged a per-order conversion charge of twenty-five dollars (\$25.00) in Arkansas, Kansas and Missouri. When LSP converts an end user with non-complex service and adds or changes are made to the network, the respective twenty-five dollars (\$25.00) conversion charge will apply, as well as any normal service order charges associated with said changes. All nonrecurring service connection charges, excluding the conversion charge mentioned above, will be charged at a discount for those services listed in the exhibits to this Appendix. Complex conversion orders will be charged at a rate of one hundred twenty-five dollars (\$125.00). Custom Services conversions (e.g., Plexar Custom) will be handled on a Customer Specific Proposal basis.
- 1.12 For the purposes of ordering service under this Appendix, all requests for service shall be handled as an initial request for service. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on SWBT's network, regardless of the non-facilities based local service provider of record.
- 1.13 If the LSP is in violation of a provision of this Appendix, SWBT will notify the LSP of the violation in writing. Such notice must refer to the specific provision being violated. At such time, the LSP will have thirty (30) days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT will then bill the LSP for the charges which should have been collected by SWBT or the actual revenues collected by the LSP from its end users for the stated violation, whichever is greater. Should the LSP dispute the violations, it must notify SWBT in writing within fourteen (14) days of receipt of notice from SWBT. Disputes will be resolved as outlined in the Disputed Amounts Section of the Agreement.
- 1.14 SWBT is not required to make services available for resale at wholesale rates to LSP for its own use. SWBT, however, shall at its option agree to allow LSP to

purchase SWBT's Telecommunications Services and other services available for resale as outlined in the exhibits to this Appendix, as long as said services are not resold exclusively or predominately to LSP, its subsidiaries, or affiliates.

- 1.15 The effective date of this Appendix shall be ten (10) days after the date the Commission approves the Interconnection Agreement.

2.0 ANCILLARY SERVICES

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

- 2.7 SWBT shall provide LSP's end users access to SWBT's Operator Services. LSP shall pay SWBT amounts attributable to Operator Services used by LSP's end users. Discounts associated with the utilization of Operator Services features are outlined in the exhibits to this Appendix.

3.0 BRANDING

- 3.1 Except where otherwise required by law, LSP shall not, without SWBT's written authorization, offer the resale services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates, nor shall the LSP state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications services to its own customers. The LSP may brand services included in this Appendix with its own brand name, but SWBT will not provide for LSP branding of those services.
- 3.2 Call Branding is defined as the process by which an Operator, either live or recorded, will identify the operator service provider as being the LSP's. In all cases where LSP specific branding is utilized, the rates quoted to the calling customer and those applied to the call will be LSP's. SWBT will offer Call Branding of Directory Assistance and/or Operator Services (DA/OS) in the name of LSP starting March 1, 1997, and will complete implementation of this process in all SWBT operator platforms by June 30, 1997. This schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said dates.
- 3.3 LSP is required to brand OS calls per the Telephone Operator Consumer Services Improvement Act (TOCSIA) of 1990. LSP will be responsible for providing SWBT a recording to be used for such branding. The recorded brand will be in accordance with SWBT's branding specifications and will be compliant with SWBT's platforms. LSP acknowledges that SWBT is not responsible for the quality of the branded message provided by LSP. LSP will also provide SWBT with a copy of its DA/OS rates to be used when quoting DA/OS rates to LSP's resale services end users. LSP acknowledges that it is responsible for providing SWBT with current LSP DA/OS rates.
- 3.3.1 LSP agrees to pay SWBT for initial and subsequent loads of LSP specific branding phrases and DA/OS rates in each SWBT location within SWBT territory where LSP is providing resale services at the rate outlined in Exhibit C. In addition, LSP agrees to pay SWBT at the rate outlined in Exhibit C on a per call basis for each occurrence where SWBT brands LSP's DA/OS resale services.

- 3.4 SWBT shall also offer LSP the opportunity to customize route DA/OS beginning March 1, 1997, where technically feasible. LSP agrees to pay SWBT appropriate charges associated with customized routing on an ICB basis.

4.0 RESPONSIBILITIES OF SWBT

- 4.1 SWBT shall allow LSP to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. SWBT, with input from LSP, shall provide interface specifications for electronic access for these functions to LSP once such electronic interfaces become technically feasible and are in place. However, LSP shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available, as outlined in Appendix OSS.
- 4.2 SWBT shall implement LSP service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users.
- 4.3 LSP will have the ability to report trouble for its end users to appropriate SWBT trouble reporting centers twenty-four (24) hours a day, seven (7) days a week. LSP will be assigned a customer contact center when initial service agreements are made. LSP end users calling SWBT will be referred to LSP at the number provided by LSP.
- 4.3.1. Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers dated 11/15/95, as amended by SWBT from time to time. Both parties agree to abide by the procedures contained therein.
- 4.4 SWBT will provide LSP with the detailed billing information in a standard electronic format as outlined in Appendix OSS necessary for LSP to issue a bill to its end users. On no less than sixty (60) days advance written notice, LSP will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services. LSP agrees to pay SWBT three tenths of a cent (\$.003) per message.
- 4.5 SWBT shall make telecommunications services that SWBT provides at retail to subscribers who are not telecommunications carriers available for resale consistent with its obligation under §251(c)(4)(A) of the Telecommunications Act. SWBT currently uses the Accessible Letter process to notify LSP of new services available for resale during the term of this Agreement. The notification shall advise LSP of the category in which such new service shall be placed and the same discount already applicable to LSP in that category shall apply to the new

service. Should SWBT change its notification procedures to the LSP, the notice will be no less prompt than the Accessible Letter.

- 4.5.1 Furthermore, to the extent that a federal or state regulatory agency adopts a final order establishing wholesale discounts under §252(d)(3) of the Telecommunications Act, which is not stayed and which directs SWBT to apply state-specific wholesale discount percentages which are different from those incorporated within this Agreement, either Party shall have the option of converting to that discount level upon ten (10) days written notice to the other Party.
- 4.6 LSP end user's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC) or its Annoying and Anonymous Call Bureau. SWBT shall notify LSP of requests by its end users to provide the call records to the proper authorities. Subsequent communication and resolution of the case with LSP's end user (whether that end user is the victim or the suspect) will be coordinated through the LSP.
 - 4.6.1. LSP understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information shall be provided. It shall be the LSP's responsibility to provide additional information necessary for any police investigation. LSP shall indemnify SWBT against any claims that insufficient information led to inadequate prosecution. SWBT shall handle law enforcement requests consistent with the Miscellaneous-Law Enforcement Section of the Interconnection Agreement.
- 4.7 LSP may offer to resell Customer Initiated Suspension and Restoral Service to their end users. SWBT will offer to LSP Company Initiated Suspension service for their own purposes at the SWBT retail tariffed rate. Should LSP choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If LSP issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should LSP issue a disconnect after the fifteen (15) day suspension period, LSP will be responsible for all appropriate charges on the account back to the suspension date. Should LSP restore their end user, restoral charges at the SWBT retail tariffed rate will apply and LSP will be billed for the appropriate service from the time of suspension.

5.0 RESPONSIBILITIES OF LSP

- 5.1 Prior to submitting an order under this Agreement, LSP shall obtain end user authorization as required by applicable state or federal laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. SWBT shall abide by the same applicable laws and regulations.
- 5.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies SWBT or LSP that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user. SWBT shall be free to connect the end user to any local service provider based upon the local service provider's request and local service provider's assurance that proper end user authorization has been obtained. LSP shall make authorization available to SWBT upon request and at no charge.
- 5.3 When an end user changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user's authorized agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 5.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a third party. If SWBT, on behalf of LSP, agrees to investigate an alleged incidence of slamming, SWBT shall charge LSP a fifty dollar (\$50) investigation fee.
- 5.5 When SWBT receives an order from LSP for services under this Agreement and SWBT is currently providing the same services to another local service provider for the same end user, SWBT shall notify the end user's local service provider of record of such order coincident with processing the order, should LSP subscribe to the Local Disconnect Report (LDR) as outlined below. It shall then be the responsibility of the local service provider of record and LSP to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple LSPs or from SWBT.
 - 5.5.1 On no less than sixty (60) days notice, LSP may request the LDR., SWBT agrees to furnish to LSP the Billing Telephone Number (BTN), Working Telephone Number (WTN), and terminal number of all end users who have disconnected LSP's service. LSP understands and agrees that the CARE interface will be used to provide such information and such information will only be available via the CARE electronic data transmission as

outlined in Appendix OSS. Information will be provided on a per WTN basis to be priced on a per WTN basis. SWBT will provide LSP no less than thirty (30) days notice prior to any change of the per-WTN charge. SWBT grants to LSP a non-exclusive right to use the information provided by SWBT. LSP will not permit anyone but its duly authorized employees or agents to inspect or use this information. LSP agrees to pay SWBT ten cents (\$0.10) per WTN and any applicable transmission charges for the LDR.

- 5.6 The LSP agrees to hold harmless and indemnify SWBT against any and all liability and claims, including reasonable attorney's fees, that may result from SWBT acting under this Article.
- 5.7 LSP is solely responsible for the payment of charges for all services furnished under this Appendix including, but not limited to, calls originated or accepted at LSP's location and its end users' service locations, with the exception of any retail services provided directly by SWBT to the end user which SWBT shall be responsible for billing.
 - 5.7.1. Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SWBT for billing to resold end-user accounts will be returned as unbillable and will not be passed on to LSP for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SWBT.
- 5.8 SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by LSP. All applicable rates and charges for such services will be billed to and shall be the responsibility of LSP, with the exception of other retail services provided directly to the end user by SWBT as described in paragraph 7 above.
 - 5.8.1. Compensation for all services shall be paid regardless of a Party's ability or inability to collect charges from its end user for such service.
- 5.9 If LSP does not wish to be responsible for collect, third number billed, toll and information services (e.g., 900 calls), it must order the appropriate blocking for resold lines under this Appendix and pay any applicable charges. LSP acknowledges that blocking is not available for certain types of calls, including 800 numbers.
- 5.10 LSP shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Appendix.

- 5.11 LSP shall be responsible for providing to its end users and to SWBT a telephone number or numbers that LSP's end users can use to contact LSP in the event of service or repair requests. In the event that LSP's end users contact SWBT with regard to such requests, SWBT shall inform the end user that they should call LSP and may provide LSP contact number. The requirements herein are subject to additional terms and conditions in the Coordinated Repair Calls Section of the Agreement.

6.0 PROCEDURES FOR NONPAYMENT AND DISCONNECTION

- 6.1 If LSP fails to pay when due, any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges), and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, SWBT shall notify LSP in writing that in order to avoid having service disconnected, LSP must remit all Unpaid Charges to SWBT within fourteen (14) business days.
- 6.2 If LSP disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform SWBT in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to SWBT all undisputed charges; and pay all disputed charges into an interest bearing escrow account.
- 6.3 Disputes hereunder shall be resolved in accordance with the procedures identified in the Dispute Resolution Section of the Interconnection Agreement. Failure of LSP to pay charges deemed owed to SWBT after conclusion of the Arbitration shall be grounds for termination under this section.
- 6.4 If any LSP charges remain unpaid or undisputed twenty-nine (29) days past the due date, SWBT shall notify LSP, the Commission and the end user's IXC(s) of Record in writing, that unless all charges are paid within sixteen (16) days, LSP's service shall be disconnected and its end users shall be defaulted to SWBT local service. SWBT will also suspend order acceptance at this time.
- 6.5 If any LSP charges remain unpaid or undisputed forty (40) days past the due date, LSP shall, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for LSP failure to pay Unpaid Charges, and that its end users must affirmatively select a new local service provider within five (5) days. The notice shall also advise the end user that SWBT will assume the end user's account at the end of the five (5) day period should the end user fail to select a new local service provider.
- 6.6 If any LSP charges remain unpaid or undisputed forty-five (45) days past the due date, SWBT shall disconnect LSP and transfer all LSP's end users who have not

selected another local service provider directly to SWBT's service. These end users shall receive the same services provided through LSP at the time of transfer. SWBT shall inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from LSP to SWBT shall be assessed to LSP.

- 6.7 Within five (5) days of the transfer (fifty (50) days past LSP's due date), SWBT shall notify all affected end users that because of an LSP's failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a local service provider.
- 6.8 SWBT may discontinue service to LSP upon failure to pay undisputed charges as provided in this section, and shall have no liability to LSP or LSP end users in the event of such disconnection.
- 6.9 If any end user fails to select a local service provider within thirty (30) days of the change of providers (eighty (80) days past LSP's due date), SWBT shall terminate the end user's service. SWBT shall notify the Commission and the end user's IXC of Record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
- 6.10 Nothing herein shall be interpreted to obligate SWBT to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT may have with regard to such end users.
- 6.11 After disconnect procedures have begun, SWBT shall not accept service orders from LSP until all unpaid charges are paid. SWBT shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to LSP after disconnect for nonpayment.

**Southwestern Bell's Resale Telecommunications Services* List - Business
Missouri**

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>LOCAL EXCHANGE SERVICE</u>		
Business 1 Party	13.2%	13.2%
Business - Multi-Line Hunting	13.2%	13.2%
Business Measured	13.2%	13.2%
Business Measured (HTG Class of Service)	13.2%	13.2%
<u>EXPANDED LOCAL CALLING</u>		
Mandatory EAS	13.2%	13.2%
Optional Metropolitan Calling Area	13.2%	13.2%
<u>VERTICAL SERVICES</u>		
Auto Redial	13.2%	13.2%
Call Blocker	13.2%	13.2%
Call Forwarding	13.2%	13.2%
Call Forwarding - Busy Line	13.2%	13.2%
Call Forwarding - Busy Line/Don't Answer	13.2%	13.2%
Call Forwarding - Don't Answer	13.2%	13.2%
Call Return	13.2%	13.2%
Call Trace	13.2%	13.2%
Call Waiting	13.2%	13.2%
Calling Name	13.2%	13.2%
Calling Number	13.2%	13.2%
ComCall®	13.2%	13.2%
Personalized Ring (1 dependent number)	13.2%	13.2%
Personalized Ring (2 dependent numbers - 1st number)	13.2%	13.2%
Personalized Ring (2 dependent numbers - 2nd number)	13.2%	13.2%
Priority Call	13.2%	13.2%
Remote Access to Call Forwarding	13.2%	13.2%
Selective Call Forwarding	13.2%	13.2%
Simultaneous Call Forwarding	13.2%	13.2%
Speed Calling 8	13.2%	13.2%
Speed Calling 30	13.2%	13.2%
Three Way Calling	13.2%	13.2%

*Some Services not available in all Areas.

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

RESALE DISCOUNTS
RECURRING **NON-RECURRING**

DID

DID (First Block of 100 - Category 1)	13.2%	13.2%
DID (First Block of 10 - Category 1)	13.2%	13.2%
DID (Ea. adl. block of 10 after first 10 - Category 1)	13.2%	13.2%
DID (Ea. adl. block of 100 after first 100 - Category 2)	13.2%	13.2%
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	13.2%	13.2%
DID (with Multifrequency)	13.2%	13.2%
DID (with Dual-Tone Multifrequency)	13.2%	13.2%
DID (1st 10 Trunks or access lines)	13.2%	13.2%
DID (11th thru 50th trunk or network access line)	13.2%	13.2%
DID (51st trunk or network access line)	13.2%	13.2%

TRUNKS

Analog Trunks	13.2%	13.2%
Digital Trunks	13.2%	13.2%

AIN

Area Wide Networking	13.2%	13.2%
Disaster Routing Service	13.2%	13.2%
Intelligent Redirect sm	13.2%	13.2%
Intellinumber	13.2%	13.2%
Positive ID	13.2%	13.2%

OTHER

Bundled Telecommunications Services (e.g., the Works)	13.2%	13.2%
Customer Alerting Enablement	13.2%	13.2%
Grandfathered Services	13.2%	13.2%
Hot Line	13.2%	13.2%
Hunting	13.2%	13.2%
Local Operator Assistance Service	13.2%	13.2%
Night Number associated with Telephone Number	13.2%	13.2%
Night Number associated with a Terminal	13.2%	13.2%
Promotions (Greater than 90 days)	13.2%	13.2%
Telebranch [®]	13.2%	13.2%
Toll Restriction	13.2%	13.2%
TouchTone	13.2%	13.2%
Voice Dial	13.2%	13.2%
Warm Line	13.2%	13.2%

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

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>ISDN</u>		
Digiline	13.2%	13.2%
Select Video Plus®	13.2%	13.2%
Smart Trunk™	13.2%	13.2%
<u>DIRECTORY ASSISTANCE SERVICES</u>	13.2%	13.2%
<u>TOLL</u>		
900 Call Restriction	13.2%	13.2%
IntraLATA MTS	13.2%	13.2%
MaxiMizer 800®	13.2%	13.2%
OutWATS	13.2%	13.2%
Toll Billing Exception (Billed Number Screen)	13.2%	13.2%
800 Service	13.2%	13.2%
<u>OPTIONAL TOLL CALLING PLANS</u>		
1+ SAVER™	13.2%	13.2%
1+ SAVER Direct™	13.2%	13.2%
Community Optional Saver	13.2%	13.2%
Outstate Calling Area Service	13.2%	13.2%
<u>PLEXAR®</u>		
Plexar I®	13.2%	13.2%
Plexar II®	13.2%	13.2%
Plexar Custom®	13.2%	13.2%
<u>PRIVATE LINE</u>		
Analog Private Lines	13.2%	13.2%
Business Video Service	13.2%	13.2%
Digital Loop Service	13.2%	13.2%
DOVLink	13.2%	13.2%
Foreign Exchange Service	13.2%	13.2%
Foreign Serving Office	13.2%	13.2%
Frame Relay	13.2%	13.2%
Group Alerting Services	13.2%	13.2%
MegaLink II®	13.2%	13.2%
MegaLink III®	13.2%	13.2%
MicroLink I®	13.2%	13.2%
MicroLink II®	13.2%	13.2%
MultiPoint Video	13.2%	13.2%
Service Loop Facility Modification Service	13.2%	13.2%

*Some Services not available in all Areas.

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

**Southwestern Bell's Resale Telecommunications Services* List - Residence
Missouri**

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

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

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>ISDN</u>		
Digiline	13.2%	13.2%
<u>OTHER</u>		
Bundled Telecommunications Services (e.g., the Works)	13.2%	13.2%
Customer Alerting Enablement	13.2%	13.2%
Grandfathered Services	13.2%	13.2%
Hot Line	13.2%	13.2%
Local Operator Assistance Service	13.2%	13.2%
Promotions (Greater than 90 days)	13.2%	13.2%
Preferred Number Service	13.2%	13.2%
Toll Restriction	13.2%	13.2%
TouchTone	13.2%	13.2%
Voice Dial	13.2%	13.2%
Warm Line	13.2%	13.2%
<u>TOLL</u>		
900 Call Restriction	13.2%	13.2%
Home 800 sm	13.2%	13.2%
IntraLATA MTS	13.2%	13.2%
Toll Billing Exception (Billed Number Screen)	13.2%	13.2%
<u>OPTIONAL TOLL CALLING PLANS</u>		
1+ SAVER sm	13.2%	13.2%
1+ SAVER Direct sm	13.2%	13.2%
Community Optional Saver	13.2%	13.2%
Outstate Area Calling Service	13.2%	13.2%

*Some Services not available in all Areas.

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

**Southwestern Bell's Resale Other Services* List
Missouri**

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
Additional Directory Listings	13.2%	13.2%
Prepaid Calling Cards	13.2%	13.2%
Bill Plus	5%	5%
Consolidated Billing	5%	5%
Access Services	0%	0%
Wireless Carrier Interconnection Services	0%	0%
Company Initiated Suspension Service	0%	0%
Construction Charges	0%	0%
Customer Initiated Suspension Service	0%	0%
Exchange Interconnection Service	0%	0%
Connections with Terminal Equipment and Communications Equipment	0%	0%
Maintenance of Service Charges	0%	0%
Telecommunications Service Priority Systems	0%	0%

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

APPENDIX RESALE
MISSOURI
OS/DA PRICING - BRANDING, RATE & REFERENCE

The following rates will apply for each service element:

<p>A. CALL BRANDING</p> <p>An initial non-recurring charge applies per trunk group for the establishment of LSP specific Call Branding. A Per Call charge also applies. When there are subsequent changes to the branding announcement, an additional non-recurring charge will also apply per change.</p> <p style="text-align: right;">Rate per initial load group \$2,325.00 Rate per load for Brand change \$2,325.00 Per Call \$0.02</p>	
<p>B. DIRECTORY ASSISTANCE RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies for the initial load of LSP's DA Services Rate/Reference Information. An additional non-recurring charge applies for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">Rate per initial load \$3,850.00 Rate per subsequent rate change \$2,850.00 Rate per subsequent reference change \$2,850.00</p>	
<p>C. OPERATOR SERVICES RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies for the initial load of LSP's Operator Services Rate/Reference Information. An additional non-recurring charge applies for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">Rate per initial load \$3,850.00 Rate per subsequent rate change \$2,850.00 Rate per subsequent reference change \$2,850.00</p>	

APPENDIX UNE

APPENDIX: UNBUNDLED NETWORK ELEMENTS (UNE)

I. Introduction

- A. This Appendix Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to LSP. The specific terms and conditions that apply to the unbundled Network Elements are described below. The prices for Network Elements are set forth in UNE Attachment 1.

II. General Terms and Conditions

- A. SWBT and LSP may agree to connect LSP's facilities with SWBT's network at any technically feasible point for access to unbundled Network Elements for the provision by LSP of a Telecommunications Service. Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services.
- B. To the extent and in the manner required by law, SWBT will provide LSP access to the unbundled Network Elements to permit LSP to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. Should the Commission, the FCC, or any court of competent jurisdiction determine that SWBT is not required to allow the recombining of unbundled network elements, this paragraph is expressly subject to reformation as provided for in the Interconnection Agreement. Any request by LSP for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request process described in Section III.
- C. When LSP orders unbundled network elements, SWBT will perform the functions necessary to combine unbundled network elements in any manner required by law, even if those elements are not ordinarily combined in SWBT's network, provided that such combination is a) technically feasible; and b) would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with SWBT's network as provided in F.C.C. Rule 51.315 (c).
- D. LSP is responsible to designate each network element being ordered from SWBT and how those network elements are to be combined. Where

multiple SWBT network elements are to be combined, LSP must designate the order in which the elements are to be connected. Where SWBT network elements are to be connected to another carrier's network element(s), LSP will designate how SWBT network element(s) are to be connected (i.e., cross connected) to the network element(s) of the other telecommunications carrier.

- E. Various subsections below list the Network Elements that LSP and SWBT have identified as of the Effective Date of this Agreement. SWBT will upon request of LSP and to the extent technically feasible provide LSP additional Network Elements or modifications to previously identified Network Elements for the provision by LSP of a Telecommunications Service. Such requests will be processed in accordance with the Bona Fide Request process.
- F. Unbundled Network Elements are provided under this agreement over such routes, technologies, and facilities as SWBT may elect at its own discretion. If LSP requests special facilities, equipment or routing of unbundled network elements such requests will be handled under the Bona Fide Request process.
- G. Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the Telecommunications Services provided by LSP through the use of those elements.
- H. Where unbundled elements provided to LSP are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs. Provided that the replacement end user does not subscribe to LSP's local services, LSP agrees to relinquish control of any such unbundled element concurrent with the disconnection of a LSP's end user's service.
- I. LSP will, upon request of SWBT, and to the extent technically feasible, provide SWBT access to Network Elements for the provision of SWBT's telecommunications services in accordance with the Act. Such request by SWBT will be processed in accordance with the Bona Fide Request process.
- J. Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- K. Network elements provided to LSP under the provisions of this Appendix will remain the property of SWBT.
- L. SWBT will provide network elements where technically feasible. Where facilities and equipment are not available, LSP may request and, to the

extent required by law and as SWBT may otherwise agree, SWBT may provide Network Elements through the Bona Fide Request process.

- M. The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- N. LSP's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if LSP violates this provision.
- O. When converting a SWBT account to an LSP account or between LSP and another provider, the conversion will be handled as a disconnect of the current account and a new connect of the unbundled network elements account.
- P. Performance of Network Elements
 - 1. Each Network Element provided by SWBT to LSP will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, if any, as changed from time to time by SWBT at its sole discretion. LSP may request, and SWBT will provide, to the extent technically feasible, Network Elements that are superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Bona Fide Request process.
 - 2. Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. LSP will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of

changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

- Q. LSP will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in paragraph II, Q.

III. Bona Fide Request

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

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

IV. Network Interface Device

- A. The Network Interface Device (NID) element is a cross-connect used to connect LSP provided loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end-user customer each make its connections.
- B. LSP may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Any repairs, upgrade and rearrangements required by LSP will be performed by SWBT based on time and material charges.
- C. LSP will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber of the SWBT NID.
- D. With respect to multiple dwelling units or multiple-unit business premises, LSP will provide its own NID, will connect directly with the customer's

inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs.

- E. The SWBT NIDs that LSP uses under this Appendix will be those installed by SWBT to serve its customers.
- F. LSP will not attach to or disconnect SWBT's ground. LSP will not cut or disconnect SWBT's loop from its protector. LSP will not cut any other leads in the NID. LSP will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. LSP will tighten all screws or lugs loosened by LSP in the NID's enclosure and replace all protective covers.

V. Local Loop

- A. A "loop" is a dedicated transmission facility (including use of SWBT NID) between a distribution frame (or its equivalent) in a SWBT central office and an end user customer premises.
- B. SWBT will provide at the rates, terms, and conditions set out in UNE Attachment 1 the following:
 - 1. The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
 - 2. SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
 - 3. The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
 - 4. The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
 - 5. The 4-Wire digital loop 1.544 Mbps will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- C. If LSP requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to LSP. If, however, no spare unbundled Loop is available, SWBT will within two business days, excluding weekends and holidays, of LSP's request notify LSP of the lack of available facilities. LSP may request alternative arrangements through the Bona Fide Request process.

- D. In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to unbundled loops when used in an explosive atmosphere. LSP will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to LSP's or LSP end user's use of unbundled loops in an explosive atmosphere.

VI. Local Switching

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

Congestion Control, and Network Routing Overflow. LSP agrees to respond to SWBT's notifications regarding network congestion.

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

VII. Tandem Switching

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

VIII. Interoffice Transport

- A. The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or

shared by more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or LSP, or between switches owned by SWBT or LSP. Interoffice Transport includes Common Transport and Dedicated Transport.

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

as described in the following Appendices: SS7, LIDB Validation, LIDB, CNAM, 800, and AIN.

X. Operations Support Systems Functions

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

XI. Cross Connects

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

XII. Pricing

- A. Attached hereto as UNE Attachment 1 is a schedule which reflects the prices at which SWBT agrees to furnish Unbundled Network Elements to

LSP. LSP agrees to compensate SWBT for unbundled Network elements at the rates contained in this Appendix. Unbundled Network Elements are available from SWBT on a per unbundled Network Element basis at prices as contained in UNE Attachment 1.

- B. For any rate element and/or charge contained in or referenced to in this Appendix that are not listed in the attached UNE Attachment 1, including Bona Fide Requests, SWBT and LSP will negotiate prices.
- C. Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. Interest will apply on overdue amounts.
- D. SWBT will recover the costs of modifying its outside plant facilities for LSP space requirements. These costs will be recovered via the Bona Fide Request process described herein.
- E. Recurring Charges
 - a) Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process may be longer.
- 2. When an unbundled network element with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the total monthly charges, for the remainder of the minimum period.
- 3. The minimum service period for unbundled dedicated transport element at the DS3 level and above is 12 months.
- 4. Where rates will be based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office are rounded to the next higher minute. LSP will pay for all usage on such calls including those that are not completed due to busy or don't answer conditions.
- 5. Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SWBT will round up to

the next whole mile before determining the mileage and applying rates.

F. Non-Recurring Charges

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

G. Maintenance of Elements

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

systems provided an entity by other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.

5. If LSP issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SWBT personnel are dispatched. Subsequently, if SWBT personnel are allowed access to the premises, the charges discussed herein will still apply.
 6. Time and Material charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work related efforts of SWBT performed during normally scheduled working hours on a normally scheduled work day. Overtime is work related efforts of SWBT performed on a normally scheduled work day, but outside of normally scheduled working hours. Premium Time is work related efforts of SWBT performed other than on a normally scheduled work day.
 7. If LSP requests or approves a SWBT technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, LSP will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.
- H. Other Pricing Terms and Conditions for Unbundled Local Switching (ULS)
1. When LSP purchases Unbundled Local Switching, SWBT will provide LSP the vertical features that the switch is equipped to provide, as part of the usage charges associated with ULS. LSP will pay non-recurring charges to activate such features in association with a particular ULS Port type. There are two levels of non-recurring charges. The first will apply when the features are activated at the same time the port is established. A different non-recurring charge applies when the feature is activated subsequent to initial installation of the port.
 2. When the NXX of the telephone number provided to LSP is one associated with an optional EAS arrangement, LSP will pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

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

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

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

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		Monthly/MOU Rates			Nonrecurring Charge	
		Zone A	Zone B	Zone C	Initial	Additional
Network Interface Device (NID)						
Disconnect Loop from inside wiring, per NI		N/A	N/A	N/A	\$60.40	\$30.20
Unbundled Loops						
2-Wire Analog		\$42.65	\$27.10	\$18.95	\$53.20	\$22.85
Conditioning for dB Loss		\$6.85	\$6.85	\$6.85	\$46.45	\$17.50
4-Wire Analog		\$85.30	\$54.20	\$33.90	\$53.20	\$22.85
2-wire Digital		\$84.35	\$59.70	\$44.40	\$117.80	\$61.65
4-wire Digital		\$167.10	\$152.15	\$135.25	\$278.65	\$110.00
Loop Cross Connects						
Analog Loop to Collocation						
2-wire cross connect		\$2.15	\$2.15	\$2.15	\$71.25	\$67.80
4-wire cross connect		\$4.20	\$4.20	\$4.20	\$84.35	\$80.90
Digital Loop to Collocation						
2-wire cross connect		\$2.15	\$2.15	\$2.15	\$71.25	\$67.80
4-wire cross connect		\$11.35	\$11.35	\$11.35	\$84.35	\$80.90
Analog Loop to Multiplexer / Interoffice						
2-wire cross connect		\$5.05	\$5.05	\$5.05	\$104.85	\$96.35
4-wire cross connect		\$6.80	\$6.80	\$6.80	\$122.95	\$114.45
Digital Loop to Multiplexer / Interoffice						
2-wire cross connect		\$12.10	\$12.10	\$12.10	\$104.85	\$96.35
Analog Loop to DCS / Switch Port						
2-wire cross connect		NC	NC	NC	NC	NC
4-wire cross connect		NC	NC	NC	NC	NC
Digital Loop to DCS / Switch Port						
2-wire cross connect		NC	NC	NC	NC	NC
4-wire cross connect		NC	NC	NC	NC	NC
Local Switching						
Interim Structure						
Within the Same Central Office						
Per Originating or Terminating MOU		\$0.005510	\$0.006728	\$0.006841	N/A	N/A
Between Different Central Offices						
Per Originating or Terminating MOU		\$0.012929	\$0.015253	\$0.015553	N/A	N/A
Long Term Structure						
Per Originating or Terminating MOU		\$0.005510	\$0.006728	\$0.006841	N/A	N/A
Customized Routing		ICB	ICB	ICB	ICB	ICB
Port Charge Per Month						
Analog Line Port		\$3.40	\$3.40	\$3.40	\$81.90	\$73.45
Analog Trunk Side (DID)		\$23.85	\$23.85	\$23.85	\$140.70	---
BRI Port		\$6.70	\$6.70	\$6.70	\$13.30	\$7.25
PRI Port		\$198.70	\$198.70	\$198.70	\$441.10	\$202.60
Feature Activation per Port Type		ICB	ICB	ICB	ICB	ICB
Centrex-like System Charges		ICB	ICB	ICB	ICB	ICB
EAS Port Additive		\$24.80	\$24.80	\$24.80	NA	NA
Tandem Switching						
per Minute Of Use		\$0.002795	\$0.002795	\$0.002795	---	---
Common Transport						
per Minute Of Use		\$0.000511	\$0.000399	\$0.000473	---	---
Dedicated Transport						
Entrance Facility:						
DS1		\$148.95	\$148.95	\$148.95	\$628.00	\$456.00
DS3		\$1,805.00	\$1,805.00	\$1,805.00	\$637.00	\$496.00
Interoffice Transport:						
DS1 First Mile		\$69.00	\$69.00	\$69.00	\$408.00	\$314.00

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	Each Additional Mile	\$17.70	\$17.70	\$17.70	N/A	N/A
DS3	First Mile	\$933.00	\$933.00	\$933.00	\$473.00	\$341.00
	Each Additional Mile	\$118.00	\$118.00	\$118.00	N/A	N/A
Dedicated Transport Cross Connects						
	Voice Grade 2-wire	NC	NC	NC	NC	NC
	Voice Grade 4-wire	NC	NC	NC	NC	NC
	DS0 to DCS	NC	NC	NC	NC	NC
	DS1	NC	NC	NC	NC	NC
	DS3	NC	NC	NC	NC	NC
Digital Cross-Connect System						
	DCS Port Charge					
	DS0	\$12.00	\$12.00	\$12.00	\$20.00	N/A
	DS1	\$45.14	\$45.14	\$45.14	\$43.00	N/A
	DS3	\$490.05	\$490.05	\$490.05	\$32.00	N/A
	DCS Establishment Charge	N/A	N/A	N/A	\$1,722.00	N/A
	Database Modification Charge	N/A	N/A	N/A	\$80.00	N/A
	Reconfiguration Charge	N/A	N/A	N/A	\$1.25	N/A
Service Order Charges - Unbundled Elements						
		Simple	Complex			
	New Service	\$60.00	\$245.00			
	Change	\$58.00	\$138.00			
	Record	\$36.00	\$114.00			
	Disconnect	\$30.00	\$65.00			
Maintenance of Service Charges						
		Nonrecurring Charge				
		Initial	Additional			
	Basic Time	\$30.93	\$21.32	per 1/2 hr. or fraction thereof		
	Overtime	\$36.35	\$26.73	per 1/2 hr. or fraction thereof		
	Premium Time	\$41.77	\$32.15	per 1/2 hr. or fraction thereof		
Time and Material Charges						
	Basic Time	\$30.93	\$21.32	per 1/2 hr. or fraction thereof		
	Overtime	\$36.35	\$26.73	per 1/2 hr. or fraction thereof		
	Premium Time	\$41.77	\$32.15	per 1/2 hr. or fraction thereof		

APPENDIX CNAM

APPENDIX CNAM

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

1. Definitions

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

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

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

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

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

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

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

H. Service Switching Point (SSP) means the software capability within a switching point that provides the SP with SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.

I. Signaling Transfer Point (STP) is the point where a Party interconnects with a CCS/SS7 network. In order to connect to SWBT's SS7 network, LSP or a third party initiating LSP's Calling Name Queries must connect with an SWBT STP in order to connect to SWBT's SCP.

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

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

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

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

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

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

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

2. Description of Service

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

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

C. LSP warrants to SWBT that it shall send Queries conforming to the ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in

Exhibit A. Both Parties acknowledge that transmission in said protocol is necessary for each party to provision CNAM Service Query. (Or the equivalent thereof). Both Parties warrant that they shall send SS7 Messages that comply with ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. Each party reserves the right to modify its network pursuant to other specifications standards, which may include Bellcore specifications defining specific service applications, message types and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced a minimum of 180 days in advance of implementation through industry standard procedures. Each party will work cooperatively to coordinate any necessary changes.

D. LSP acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT's CCS/SS7 network. LSP further agrees that SWBT, in its sole discretion, shall employ certain automatic and/or manual overload controls within its CCS/SS7 network to guard against these detrimental effects. SWBT shall report to LSP any instances where overload controls are invoked due to LSP's CCS/SS7 network and LSP agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

E. Prior to initiating service under this Agreement, LSP shall provide to SWBT an initial forecast of busy hour Query volumes. If, prior to the establishment of a mutually agreeable service effective date, in writing, SWBT, at its discretion, determines that it lacks adequate storage or processing capability to provide CNAM Service Query to LSP, SWBT shall notify LSP of its intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

F. Upon request, LSP shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. LSP shall provide such updates each year for the first three (3) years of this Agreement.

G. SWBT provides CNAM Service Query as set forth in this Appendix only as such service is used for LSP's activities as a local service provider in SWBT's traditional serving areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. SWBT provides CNAM Service Query for interexchange carriers, operator service providers, and other telecommunications companies under separate contract rates. LSP agrees that any use of SWBT's LIDB for the provision of CNAM Service Query by LSP, including, but not limited to, when LSP acts as an LSP outside of SWBT's traditional serving areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas, and/or acts as an operator service provider to other LSPs, local exchange companies, or any other telecommunications company, and/or acts as an interexchange

carrier, will be pursuant to the standard terms, conditions, rates and charges of SWBT's non-LSP contracts, as revised, for CNAM Service Query.

3. Price and Payment

A. LSP shall pay a CNAM Service Query Rate of \$0.0115 and a Query Transport Rate of \$0.0045 for each Query initiated into SWBT's Calling Name database. Additional nonrecurring charges for point code activation of \$15.10 and service order activity of \$256.70 shall be applicable for all such activity after the initial service order and initial point code activation. The per CNAM Service Query rate SWBT charges hereunder may be increased upon sixty (60) days written notice to the LSP unless LSP acts as an agent on behalf of other carriers in which case ninety (90) days written notice shall be given. Upon such notice, the Party receiving notice may terminate this Appendix without any termination liability as provided in Section 5(B) of this Appendix. All tariffed rates associated with Services provided hereunder are subject to change pursuant to revisions of such tariffs.

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

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

D. Depending on LSP's choice of method for transporting its Queries and responses, LSP may be required to purchase certain other services, especially services that may be provided pursuant to effective tariffs. In this event the prices, terms, conditions and billing for such services will be specified in the applicable tariff(s), and this Appendix shall not be construed to circumvent the prices, terms, conditions, or billing as specified in the applicable tariff(s).

E. If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each party agrees that any amount of any monthly bill that the Party disputes will be paid by that Party according to the terms of Subsection 3.C above. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest at the rate specified in Subsection 3.C. above, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.

F. If LSP acts as a telecommunications company other than a local service provider, or if LSP acts as a local service provider in areas outside of SWBT's traditional service areas in the

states of Arkansas, Kansas, Missouri, Oklahoma, and Texas, LSP will designate those point codes from which it originates CNAM Service Queries as an LSP acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma and Texas from those point codes which originate CNAM Service Queries for all other aspects of its business. If LSP uses the same OPC to originate Queries for its operations as an LSP within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas as it does for any other aspect of its business, then LSP will provide SWBT with a percentage of use factor that SWBT can use to apportion LSP's traffic between SWBT's terms and conditions, rates and charges under this Appendix and the standard terms, conditions, rates and charges under SWBT's non-LSP contracts. LSP will provide this factor in a whole number between one (1) and one hundred (100) to indicate the percentage of CNAM Service Queries LSP originates as an LSP acting as a local service provider within SWBT's traditional service area in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. A percentage of use factor of 1 (one) indicates that one percent of LSP's CNAM Service Queries originate as an LSP acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. A percentage of use factor of 100 indicates that one hundred percent of LSP's traffic is from LSP acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas.

G. Such percentage of use factors will be provided by LSP on the LIDB Access Service Order Form used to establish the service. All updates to this factor will be provided via a letter. If LSP does not furnish a percentage of usage factor, LSP agrees that SWBT will apply a percentage of use factor of one percent (1%).

H. LSP agrees to update its percentage of use factors on a quarterly basis. Effective on the first of January, April, July and October of each year, LSP will forward to SWBT, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the percentage of use factors for the past three months ending the last day of December, March, June, and September, respectively, for each OPC from which LSP originates CNAM Service Query. Both parties agree that the revised report will serve as the basis for the next three months billing. Both parties agree that no prorating or backbilling will be done based on the report. SWBT will use the revised report to apportion usage rate, monthly rates, and nonrecurring charges until a revised report is received from LSP as set forth and agreed to herein.

I. Both parties agree that SWBT may, upon written request by Certified U.S. mail (return receipt requested), require LSP to provide call detail records which will be audited to substantiate the projected percentage of use factor provided by LSP. SWBT may request this detailed information annually. If the audit results represent what SWBT considers to be a substantial deviation from LSP's previously reported percentage of use for the period upon which the audit is based, and that deviation is not due to seasonal changes or other identifiable reasons, LSP agrees to allow SWBT to request such call detail records more than once annually. Both

parties agree that SWBT may make the call detail records available to an independent auditor or to SWBT audit employees within thirty (30) days of the request at an agreed upon location during normal business hours.

J. Both parties agree that if LSP fails to comply with SWBT's request for auditable call detail records, SWBT may refuse additional applications for service and/or refuse to complete any pending orders for service for a period of thirty (30) days. If at the conclusion of thirty (30) days, LSP still does not comply with this request, both parties agree that SWBT may apply an assumed percentage of use factor of one percent (1%).

4. Ownership of the Calling Name Information

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

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

C. If LSP acts on behalf of other carriers, LSP shall prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind from any Response provided by SWBT after a CNAM Query to a Calling Name database.

5. Term and Termination

A. This Appendix shall become effective pursuant to Section XXVII (Effective Date) of the Agreement and shall continue for two (2) years from the date of implementation of CNAM Service Query (or the equivalent thereof). Thereafter, this Appendix shall remain in effect unless terminated by either party upon written notice given sixty (60) days in advance of the termination date.

B. Should LSP terminate this Appendix within the first six (6) months of this effective date, LSP agrees to pay SWBT an early termination sum equal to two (2) times the average monthly volume of LSP's CNAM Queries times the rate specified in Section 3(A) of this Appendix. The average monthly volume will be calculated using the previous two (2) months' volume divided by two (2) or, if less than two months, the monthly volume of the first month service was provided.

C. If at any time during the term of this Appendix a tariff for CNAM Service Query (or the equivalent service thereof) becomes effective, the tariff and all terms and conditions,

including all rates, will supersede this Appendix. Under these circumstances, no termination liability as provided in Section 5(B) of this Appendix will apply.

D. If a party materially fails to perform its obligation under this appendix, the other party, after notifying the non-performing party of the failure to perform and allowing that party thirty (30) days after receipt of the notice to cure such failure, may cancel this appendix immediately upon written notice.

E. Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SWBT or LSP to terminate the Appendix, SWBT and LSP shall have no liability to the other in connection with such termination.

6. Limitation of Liability

A. LSP's sole and exclusive remedies against SWBT for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for CNAM Service Queries.

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

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

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

E. SWBT is furnishing access to its Calling Name database in order to facilitate the LSP's provision of Calling Name Delivery Service (CNDS) to its end users or to the end users of its Query-originating carrier customers, but not to insure against the risk of completion of a call to a CNDS subscriber without the display of the name of the caller. While each Party agrees to make

every reasonable attempt to provide accurate and current Calling Name information, the Parties acknowledge that Calling Name information is the product of routine business service order activity. LSP acknowledges that SWBT can furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database. Therefore, SWBT, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Calling Name information name records provided to LSP or to its Query-originating carrier customers, except such inaccuracies caused by SWBT's willful or wanton misconduct or gross negligence.

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

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

customers' failure to block or unblock delivery of the Calling Name information when appropriate indication is provided, except for such privacy related claims, damages or actions caused by SWBT's willful or wanton misconduct or gross negligence.

G. In no event shall SWBT, its affiliates, subsidiaries or parent corporation (including its directors, officers, employees or agents) have any liability whatsoever to or through LSP for any indirect, special, or consequential damages, including, but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if SWBT has been advised of the possibility of such damages.

7. Communication and Notices

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

8. Confidentiality

A. Identification. SWBT and LSP recognize and acknowledge that, in connection with the services to be provided hereunder, it may disclose to the other party proprietary or confidential customer, technical or business information in written, graphic, oral or other tangible or intangible forms. In order for such information to be considered "Proprietary Information" under this Appendix, it must be marked "Confidential" or "Proprietary" or bear a marking of similar import. Orally discussed information shall be considered Proprietary Information only if contemporaneously identified as such and reduced to writing and delivered to the other party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.

B. Nondisclosure. Subject to Sections 8C through 8F, the Party (the "Receiving Party") that receives Proprietary Information from the other Party (the "Disclosing Party") agrees:

(1) That all Proprietary Information shall be and shall remain the exclusive property of the Disclosing Party.

(2) To limit access to such Proprietary Information to authorized employees and other individuals who have a need to know the Proprietary Information in order to perform its obligation under this Appendix.

(3) To keep such Proprietary Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Proprietary Information as it exercises in protecting its own Proprietary Information of a similar nature.

(4) For a period of three (3) years following any disclosure, not to copy or publish or disclose such Proprietary Information to others or authorize anyone else to copy or publish or disclose such Proprietary Information to others without the prior written approval of the Disclosing Party.

(5) To use such Proprietary Information only for purposes of performing its obligations under this Appendix and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

C. Required Disclosures. The Receiving Party agrees to give notice to the Disclosing Party of any demand to disclose or provide Proprietary Information of the Disclosing Party to another person, under lawful process, prior to disclosing or furnishing such Proprietary Information. Further, the Receiving Party agrees to reasonably cooperate if the Disclosing Party deems it necessary to seek protective arrangements. The Receiving Party may disclose or provide Proprietary Information of the Disclosing Party to meet the requirements of a court, regulatory body or government agency having jurisdiction over the Party; provided, however, that the Receiving Party shall notify the Disclosing Party so as to give the Disclosing Party a reasonable opportunity to object to such disclosure. The Disclosing Party may not unreasonably withhold approval of protective arrangements provided by any such court, regulatory body or government agency. Nothing herein requires either Party to support the position of any person or entity as to whether any particular Proprietary Information is proprietary under applicable law or this Section 8.

D. Exceptions. Notwithstanding anything to the contrary contained in this Appendix, the Proprietary Information described herein shall not be deemed confidential or proprietary and the Receiving Party shall have no obligation to prevent disclosure of such Proprietary Information if such Proprietary Information :

- (1) is already known to the Receiving Party;
- (2) is or becomes publicly known, through publication, inspection of the product, or otherwise, and through no wrongful act of the Receiving Party;
- (3) is received from a third party without similar restriction and without breach of this Section 8;
- (4) is independently developed, produced or generated by the Receiving Party;
- (5) is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights; or
- (6) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization.

E. Permitted Uses. SWBT shall be permitted to use Proprietary Information obtained through recording the volume of Customer Queries for the purposes of: (a) estimation of facilities

usage for jurisdictional separations; (b) engineering and network planning of facilities; and (c) measurement for billing purposes.

F. Legal Requirements. Notwithstanding anything to the contrary contained in this Agreement, a Party's ability to disclose Proprietary Information or use disclosed Proprietary Information is subject to all applicable statutes, decisions and regulatory rules concerning the disclosure and use of such Proprietary Information which, by their express terms, mandate a different handling of such information.

9. Mutuality

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

10. Attached and incorporated herein are:

- | | |
|-----------|----------------------------------|
| Exhibit A | - Specifications and Standards |
| Exhibit B | - LIDB Access Service Order Form |

Specifications and Standards

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

LIDB ACCESS VALIDATION SERVICES ORDER FORM

CUSTOMER NAME _____

CARRIER CUSTOMER NAME ABBREVIATION _____
(CCNA - THREE ALPHA CHARACTERS)

CUSTOMER ADDRESS _____

CUSTOMER BILLING NAME _____
(IF DIFFERENT THAN CUSTOMER NAME)

ACCESS CUSTOMER NAME ABBREVIATION _____
(ACNA - THREE ALPHA CHARACTERS)

CUSTOMER BILLING ADDRESS _____
(IF DIFFERENT THAN CUSTOMER ADDRESS)

CITY, STATE, ZIP CODE _____

CUSTOMER BILLING CONTACT NAME AND TELEPHONE NUMBER _____

_____ () _____

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

IF INCORPORATED:

STATE WHERE INCORP. _____ DATE INCORP. _____

CHARTER NUMBER _____

PRES. NAME _____ OFC. TEL. NO. () _____

V.P. NAME _____ OFC. TEL. NO. () _____

SECT. NAME _____ OFC. TEL. NO. () _____

TREA. NAME _____ OFC. TEL. NO. () _____

IF PARTNERSHIP:

PARTNERS NAME _____ OFC. TEL. NO. () _____

PARTNERS NAME _____ OFC. TEL. NO. () _____

PARTNERS NAME _____ OFC. TEL. NO. () _____

PARTNERS NAME _____ OFC. TEL. NO. () _____

LETTER OF AGENCY DATED _____ SIGNATURE _____

SWBT ORDER NUMBER _____

DESIRED DUE DATE _____ FIRM DUE DATE _____

FOR NEW SERVICE, THE APPROXIMATE NUMBER OF NPA NXXs _____

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

BILLING ACCOUNT NUMBER (BAN) _____

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

_____ () _____

CUSTOMER TECHNICAL CONTACT NAME AND TELEPHONE NUMBER: _____ () _____

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

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

1. _____
2. _____
3. _____
4. _____

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

ORIGINATING LINE NUMBER SCREENING _____

ACT. TYPE	ORIGINATING POINT CODES:	ACT. TYPE	ORIGINATING POINT CODES:
----------------------	-------------------------------------	----------------------	-------------------------------------

[illegible]REMARKS _____

DATE AND TIME RECEIVED IN THE CPOC

ORIGINATING LINE NUMBER SCREENING

**ACT.
TYPE**

**ORIGINATING POINT
CODES:**

[illegible]REMARKS _____

DATE AND TIME RECEIVED IN THE CPOC

LIDB ACCESS VALIDATION SERVICE ORDER FORM

INSTRUCTIONS

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

PAGE 1 - ALL THE INFORMATION ON THIS PAGE IS FOR ADMINISTRATIVE USE IN ESTABLISHING THE LIDB BILLING ACCOUNT. ALL OF THE INFORMATION IS REQUIRED ON THE INITIAL ORDER. ORDERS SUBMITTED SUBSEQUENT TO THE ESTABLISHED ACCOUNT WILL REQUIRE ONLY THE CUSTOMER'S NAME AND ADDRESS. THE OTHER ENTRIES WILL BE REQUIRED ONLY IF THERE IS A CHANGE TO THE ORIGINAL INFORMATION.

PAGE 2 - ALL THE INFORMATION ON PAGE TWO IS FOR THE REQUESTED ACTIVITY. THIS INFORMATION WILL ALWAYS BE REQUIRED.

1. DESIRED DUE DATE/FIRM DUE DATE - APPROXIMATE NUMBER OF NPA NXXs

*****DESIRED DUE DATE** IS USED WHEN A FIRM DUE DATE HAS NOT BEEN COORDINATED WITH THE LIDB CUSTOMER PRIOR TO THE SUBMISSION OF THE ORDER FORM TO THE ICSC.

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

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

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

PAGE 2 INSTRUCTIONS CONTINUED -

2. TYPE OF ACTIVITY

N - SHOULD BE ENTERED TO ESTABLISH A LIDB SERVICE CAN ALSO BE ENTERED TO ADD ADDITIONAL POINT CODES TO AN EXISTING SERVICE

C - SHOULD BE ENTERED TO ADD POINT CODES TO OR DELETE POINT CODES FROM AN EXISTING SERVICE

D - SHOULD BE ENTERED TO COMPLETELY DISCONNECT AN EXISTING SERVICE

S - SHOULD BE ENTERED TO MAKE A CHANGE ON A CURRENT ORDER PRIOR TO THE COMPLETION DATE (i.e., CHANGE DUE DATE, CORRECT POINT CODE(S), ETC.)

3. BILLING ACCOUNT NUMBER (BAN)

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

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

4. CUSTOMER ORDER CONTACT...

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

5. CUSTOMER TECHNICAL CONTACT...

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

6. CPOC SERVICE REP....

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

7. SWBT CKR AND TWO SIX CODE

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

INSTRUCTIONS FOR PAGES 3 & 4 -

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

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

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

1. LIDB VALIDATION SERVICE _____ CALLING NAME SERVICE _____
ORIGINATING LINE NUMBER SCREENING _____

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

2. ACTIVITY TYPES

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

PAGES 3 & 4 INSTRUCTIONS CONTINUED -

LIST OF ORIGINATING POINT CODES AND ACTIVITY TYPE

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

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

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

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

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

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

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

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

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

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

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

APPENDIX LIDB - AS

APPENDIX LIDB

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

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

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

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

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

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

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

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

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

1. DEFINITIONS

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

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

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