

Southwestern Bell

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June 21, 1997  
**FILED**

JUL 16 1997

MISSOURI  
PUBLIC SERVICE COMMISSION

**FILED**

MISSOURI  
PUBLIC SERVICE COMMISSION

Mr. Cecil I. Wright  
Executive Secretary  
Missouri Public Service Commission  
301 West High Street, Floor 5A  
Jefferson City, Missouri 65101

Re: SS7 Agreements

TO-98-21

Dear Mr. Wright:

Enclosed are three copies of the Agreements Southwestern Bell Telephone Company has with other Class A carriers for the provision of Common Channel Signaling and Signaling System 7 (SS7) services. We are providing these Agreements pursuant to the Commission's March 18, 1997 Order in Docket To-96-439. The Class A carriers with whom we have these are:

ALLTEL Missouri, Inc.  
Ameritech  
GTE Midwest, Inc.

Please call me with any questions or if you need further information.

Very truly yours,

**RECEIVED**

JUN 30 1997

*Leo J. Bub*

Leo J. Bub

Records  
Public Service Commission  
Enclosures

cc: Laura Gilson, Esq. (ALLTEL)  
Don Klinedist (ALLTEL)  
Barbara Kern, Esq. (Ameritech)  
Steve Collins (Ameritech)  
Rick Zucker, Esq. (GTE)  
Ruth Nelson (GTE)

**FILED**  
**JUN 30 1997**  
**MISSOURI**  
**PUBLIC SERVICE COMMISSION**

**AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING  
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES  
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

This Agreement, effective as of the 1st day of March, 1995, between Southwestern Bell Telephone Company, a Missouri corporation, herein called SWBT, and ALLTEL Missouri, an Independent Exchange Carrier, herein called the IEC, sets forth the terms and conditions under which SWBT agrees to provide to the IEC certain Common Channel Signaling and Signaling System 7 (CCS/SS7) Interconnection Services, herein referred to as "the Service" and under which terms the IEC agrees to accept such "Service".

This Agreement only provides for network interconnection to SWBT's STPs, including facilities and the CCS/SS7 functionality and translations needed to support certain SS7 services as they become available and as facilities permit. Any services beyond actual network interconnection {e.g., Local and IntraLATA Call Setup Signaling, IXC Call Setup Signaling, Call Control Options Service, 800 Data Base Access and Line Information Data Base (LIDB) Validation Service Access} will be provided by an appendix to this agreement or by a separate agreement or by tariff, whichever is applicable. Arrangements for any and all SS7 services available from SWBT should be made through the Southwestern Bell Telephone Missouri Industry Relations Department.

**I. SERVICE DESCRIPTION**

**Common Channel Signaling and Signaling System 7 (CCS/SS7) Interconnection Service** (the Service), which is available to IECs for their use in furnishing SS7-based services to their end user customers located in such IEC franchised territory or to the customers located in the franchised territory of another IEC subtending the SSP or STP of the interconnecting IEC, is a Switched Access service which provides dedicated two-way signaling links that interconnect SWBT Signal Transfer Point (STP) locations and IEC Signaling Points at Signaling Point of Interface (SPOI) locations.

The Service provided pursuant to this Agreement consists of the following:

STP Port Termination(s) for IEC signaling. These port terminations will consist of port connection(s) of 56 kbps transmission facilities on SWBT's STP.

STP Interconnection Facility, which is the facility which lies between the multiplexing hub, which demultiplexes the IEC's 56 kbps transmission facility which terminates on SWBT's STP from a DS1 (i.e. 1.544 Mbps) transmission facility, and the STP Port.

STP Access connection Facility, which is the facility which lies between the SPOI and the multiplexing hub.

1.

All STP Access Connection Facilities must be 1.544 Mbps and all interconnections between SWBT and the IEC at the SPOI shall be 1.544 Mbps. At SWBT's discretion, the IEC may utilize a DSO-A channel of an intraLATA DS1 connection, which is in place at the time of ordering, to accomplish the STP Access Connection. **WHEN THIS OPTION IS CHOSEN, THE IEC UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.**

The Service provided is described in SWBT's Common Channel Signaling/Signaling System 7 (CCS/SS7) Network Specifications (TP76638), as amended.

In addition to general ordering, provisioning, and contract administration processes, the Service cannot be established until after Bellcore TR-TSV-000905 and SWBT TP76638 (as amended) Compatibility Testing is successfully completed between the interconnecting IEC and SWBT.

## **II. DEFINITIONS**

See Attachment 1 for **DEFINITIONS OF TERMS** in this Agreement.

## **III. MANNER OF PROVISIONING**

The link facilities to SWBT STPs in the same LATA can be either:

1. "A" Link Sets from the IEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
2. "B" Link Sets from the IEC's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required, a "quad", between the two pairs of STPs.

At SWBT's option, the IEC may utilize a channel of an intraLATA DS1 (1.544 Mbps) facility, which is in place at the time of ordering, for the STP Access Connection between the SPOI and SWBT's multiplexing hub location. **WHEN THIS OPTION IS CHOSEN, THE IEC UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.** If such a channel is not utilized, the IEC must order DS1 (1.544 Mbps) service.

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

All applicable signaling point codes for each signaling link must be installed at each of SWBT's interconnecting STPs. The network codes shall only be loaded in those SWBT STPs which will be utilized in the provision of Service to the IEC. SWBT shall notify the IEC of the location of each such STP prior to the installation of the signaling point codes. SWBT shall not authorize nor permit the IEC's signaling point codes to be installed in any other STP without the prior written authority from the IEC.

Provisioning of the Service is in accordance with SWBT CCS/SS7 Network Interface Specifications (TP76638) and Bellcore Common Channel Network Interface Specification (TR-TSV-000905), as amended. The Service cannot be established until Compatibility Testing has been successfully completed between the interconnecting IEC and SWBT.

#### IV. DESCRIPTION OF RATE ELEMENTS

##### A. STP Access Connection

The STP Access Connection rate element provides 1.544 Mbps transmission facilities between the IEC's SPOI and SWBT's multiplexing hub, and is applicable when a channel from a DS1 facility is not available.

The STP Access Connection charges are calculated according to mileage band. There are two rates that may apply per band, i.e., a fixed monthly rate per mileage band and a monthly rate per mile.

A nonrecurring charge also applies per STP Access Connection. This charge applies on a first and additional basis.

##### B. STP Interconnect Mileage

The STP Interconnect Mileage rate element provides the 56 kbps transmission facilities between a designated SWBT multiplexing hub location and the SWBT interconnecting STP.

When an IEC utilizes an available channel from a DS1 facility, the STP Interconnect Mileage rate element also applies between the SPOI and SWBT's multiplexing hub.

STP Interconnect Mileage is calculated according to mileage band. There are two rates that apply per band, i.e., a fixed monthly rate per mileage band and a monthly rate per mile.

##### C. STP Port Termination

The STP Port Termination rate element provides for the termination of the 56 kbps circuit. One STP Port Termination must be installed at SWBT's interconnecting STP for each 56 kbps circuit.

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

##### D. Signaling Point Code

The Signaling Point Code rate element provides for the installation of applicable CCS network signaling point (address) codes. A nonrecurring charge applies per Signaling Point code installed at each STP.

V. RATES AND CHARGES

The rates and charges for the rate elements described above can be found on Attachment 2.

The rates are based upon rates and charges reflected in SWBT's approved Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Agreement will be adjusted accordingly on the date the new tariff rates become effective.

Rates and charges for services, functionality and translations available in connection with this service will be addressed in appendices to this contract.

Charges for rearrangement of the Service which are not specifically addressed will be determined on an individual case basis.

Mileage is calculated on the airline distance between the location involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

VI. ORDERING THE SERVICE

When ordering service, the IEC will submit a completed "Common Channel Signaling and Signaling System 7 Interconnection Services Order Request Form" to SWBT. This form can be obtained from the SWBT Missouri Industry Relations representative..

VII. RESPONSIBILITIES OF SWBT

- A. SWBT is responsible for managing the network and applying protective controls which it can invoke as a result of occurrences including but not limited to failure or overload of SWBT or IEC facilities, natural disasters, mass calling, national security demands.
- B. SWBT is responsible for meeting service performance standards as outlined in TR-TSV-000905 and TP76638 except as otherwise provided herein.

In the event that SWBT provides special service arrangements under this contract that do not strictly adhere to TR-TSV-000905 and TP76638, **THE IEC UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.**

- C. SWBT will include with the monthly invoice such data as SWBT deems reasonably necessary for the IEC to verify the accuracy of the billing it receives from SWBT for the service. At minimum, this information will include sufficient detail to enable the IEC to associate the specific service rendered with the customer (the interexchange carrier, for example) of the IEC.

D. For billing purposes SWBT will determine the:

- Nonrecurring charges
- recurring charges
- other charges (as applicable)

for the respective service(s) requested by the IEC and provided by SWBT.

VIII. RESPONSIBILITIES OF THE IEC

- A. The IEC will be responsible for provisioning the signaling links from its premises to the SPOI(s) in a manner technically acceptable to the SWBT network.
- B. It is the responsibility of the IEC to populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to SWBT's network for call processing.
- C. The IEC will be responsible for verifying the accuracy of information concerning the services ordered by the IEC.
- D. The Service provided pursuant to this contract, when the IEC directly interconnects with SWBT's SS7 network at an STP other than the Kansas City, Missouri Regional STP pair, may be used only for exchange services functionality, and under no circumstance is such service to be utilized in connection with the IEC's provision of an interLATA offering. The Service provided pursuant to this contract, when the IEC directly interconnects with SWBT's SS7 network at the Kansas City, Missouri Regional STP pair, may be used only for exchange and exchange access services functionality, and under no circumstance is such service to be utilized in connection with the IEC's provision of an interLATA offering. An IEC may not utilize the Service for SS7 signaling related to an IXC-transported SS7 service.
- E. The IEC agrees to work cooperatively and meet with SWBT in order to install the service in a timely fashion.
- F. The IEC shall utilize its best efforts to furnish to SWBT, at the time the Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP Port Termination. The forecast shall include total annual volume and busy hour busy month volume. SWBT will utilize the forecast in its own efforts to project further facility requirements.
- G. The IEC agrees to utilize its best efforts to inform SWBT in writing thirty (30) days in advance of any change in its use of such Service which alters by ten percent for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by the IEC to be forwarded to SWBT's network. The IEC will provide in said notice the reason by individual SS7 service for the volume change.

#### **IX. MONTHLY BILLING**

Billing statements thereunder will be rendered monthly by SWBT to the IEC, and remittance in full will be due upon receipt.

The monthly charge shall be the total of all monthly rate element charges associated with the service. Credit will be allowed for interruptions which are greater than 30 minutes. The credit will be at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage.

#### **X. LIABILITY**

- A. The provision of services hereunder shall not be interpreted, construed or regarded as creating any obligation or right of action against either party hereto in favor of any third party.
- B. Each party releases the other from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Service, including any and all associated equipment and data processing systems, not caused by gross negligence or willful misconduct. Any losses or damages for which either party is held liable under this Agreement shall in no event exceed the amount of the charges for the Service during the period beginning at the time notice of the error, interruption, defect, failure or malfunction is received, to the time service is restored.
- C. Each party shall defend, indemnify and hold harmless the other party from any and all losses, damages or other liability, including attorney fees, that it may incur as a result of claims, demands, wrongful death actions or other suits brought or claimed by third parties, arising out of the use of the Service and resulting from gross negligence or willful misconduct by the indemnifying party, its employees, agents or contractors in the performance of this agreement.
- D. Each party agrees to release, defend, indemnify and hold harmless the other party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by employees and equipment associated with provision of the Service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this Service.
- E. In the event any Federal or State Court or regulatory body should find any part or the whole of this agreement to be illegal, unenforceable, against public policy, or improper, both parties agree to excuse and waive further performance thereof of that particular part or whole of the agreement.

#### **XI. CHOICE OF LAW**

The implementation of this Agreement shall be governed by the laws of the state of Missouri.

## **XII. DEFAULTS OR VIOLATIONS**

If the IEC defaults in the payment of any amount due hereunder, or if either party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement forthwith. The failure of either party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general relinquishment or waiver on its part of its right to demand performance pursuant to any such provision, nevertheless, the same shall be and remain in full force and effect.

## **XIII. FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, earthquake, power outages, strike, embargo, government requirement, civil or military authorities, Act of God or by the public enemy, transportation facilities, acts or omissions of carriers, or other causes beyond the control of the IEC or SWBT. If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party and the party affected by the other's inability to perform may elect to:

- A. terminate this Agreement or part thereof as to the Service not already performed;
- B. suspend this Agreement for the duration of the force majeure condition, and buy or sell elsewhere the Service to be performed under this Agreement;
- C. resume performance under this Agreement once the force majeure condition ceases, with an option for the affected party to extend the period of this Agreement up to the length of time the force majeure condition endured.

Unless written notice to the contrary is given within thirty (30) days after such affected party is notified of the force majeure condition, Option B. shall be deemed selected.

## **XIV. USE OF INFORMATION**

Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise (all hereinafter designated "Information") furnished under this Agreement or in contemplation of this Agreement, shall remain the originator's property. All copies of such information in written, graphic or other tangible form shall be returned to the originator upon request. Information shall be kept confidential by performing under this Agreement and may not be used for any other purposes except upon such terms as may be agreed upon between both parties in writing.

#### **XV. TERM OF AGREEMENT**

The minimum periods for which the Service is provided, and for which charges are applicable, are:

- A. Initial service of not less than two years from the effective date of this contract.

If the Agreement is terminated by the IEC prior to the agreed upon initial term of two years, the IEC shall pay SWBT, within thirty (30) days of termination, all amounts due for actual services provided under this Agreement.

- B. After initial service, continuing service for periods of not less than 30 days, until notified to terminate the service. Termination will occur 120 days after notification, and charges will be applicable up to the termination date.
- C. Requests for modification to the terms, conditions, or services offered under this contract must be made in writing 90 calendar days in advance of the requested effective date by either party and shall not become effective unless agreed upon in writing by both parties.

#### **XVI. DISPUTES**

If disputes arise with regard to this Agreement during the term of this Agreement the following resolution process will govern, except where specific procedures are provided in this Agreement:

1. The Party initiating the dispute will notify the other Party in writing that a disagreement has arisen and that discussions between the Parties have failed to resolve the dispute.
2. At any time after such notification, the Parties, if mutually agreeable, may submit to binding or non-binding arbitration to resolve the dispute.

#### **XVII. THIRD PARTY RIGHTS**

No third party rights are created by this agreement.

#### **XVIII. NOTICE**

All notices required by, permitted by, or relating to, this Agreement will be in writing and will be sent by U.S. Certified Mail, Return Receipt Requested, Postage Prepaid, to the Party's Representative. Representatives of the Parties for purposes of the notices are:

#### **XIX. SURVIVAL**

The following sections of this agreement, and the rights and obligations of the parties pursuant to these sections, shall survive the termination of this agreement: Section VIII, Liability and Indemnification; and Section XII, Use of Information.

**XX. ENTIRE AGREEMENT: SEVERABILITY**

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous negotiations, commitments, representations and writings between the parties related to the subject matter of this Agreement. No amendment to this Agreement shall be effective unless it is in writing and signed by both parties. The parties agree that if any term or provision of this Agreement contravenes or is deemed invalid under any federal, state, or local law, court decision, rule, ordinance or regulation, this Agreement shall be construed as if it did not contain the offending term or provision, and the remaining provisions of this Agreement shall not be affected thereby; the rights and obligations of the parties shall be construed and enforced accordingly.

**XXI. ASSIGNMENT**

Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the written consent of the other party.

**XXII. COUNTERPARTS**

This Agreement may be signed in counterparts, each of which shall be deemed an original for all purposes, but which together shall constitute only one agreement.

Independent Exchange Carrier  
Representative:

ALLTEL Missouri  
(Company)

Staff Mgr. - Carrier Relations  
(Title)

One Allied Drive  
(Address)

Little Rock, Arkansas 72202

Southwestern Bell Telephone  
Representative:

Southwestern Bell Telephone Company  
(Company)

Director-Regulatory and Industry  
Relations  
(Title)

100 North Tucker, Room 1169  
(Address)

St. Louis, Missouri 63101

Either Party may change its representative by giving written notice in accordance with this Section of the Agreement.

Accepted:

ALLTEL Missouri, Inc.

By: Charles Galloway

Typed Name:  
Charles Galloway

Title: Sr. Vice President -  
Acctg. & Finance

Date: 3-31-95

Accepted:

SOUTHWESTERN BELL TELEPHONE COMPANY

By: Richard L. Taylor

Typed Name:  
Richard L. Taylor

Title: Director-Regulatory and  
Industry Relations

Date: 2-17-95

## ATTACHMENT 1

**AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING  
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES  
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

## DEFINITIONS OF TERMS

Common Channel Signaling (CCS)

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

Compatibility Testing

Certification testing performed by representatives from SWBT and the IEC to assure proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

Service Switching Point (SSP)

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

Signal Transfer Point (STP)

A packet switch in the CCS network that is used to route signaling messages between signaling nodes. STPs also transfer signaling messages to other networks. SWBT's network includes mated pairs of local and regional STPs.

Signaling Link

An end-to-end high-capacity data link (56 kbps) that transmits supervision and control signals from one network SS7 node to another in a CCS network. The Link Type identifies the functionality of the signaling link sets. Two Link Types associated with CCS Interconnection Service are:

"A" - Access links connect SPs and SSPs to STPs.

"B" - Bridge links connect two STPs, not of the same mated pair, but on the same hierarchical level.

Signaling Point (SP)

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

ATTACHMENT 1

AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING  
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES  
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA

DEFINITIONS OF TERMS

Signaling Point Code

A code that identifies the signaling point address in the CCS network. Point codes are nine-digit codes - three segments of three digits each - identifying the Network ID, Network Cluster, and Cluster Member, respectively.

Signaling Point of Interface (SPOI)

Mutually agreed point at which SWBT hands off signaling information to the customer (IEC).

Signaling System 7 (SS7)

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

# ATTACHMENT 2

## AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA

### RATES AND CHARGES

<u>Rate Element</u>	<u>Rates &amp; Charges</u> <u>Per Signaling Link(1)</u>
<b>A. STP Access Connection (if applicable)</b>	
Nonrecurring	
First	\$628.00
Additional	\$456.00
Monthly Recurring - Fixed	
Less than one mile	\$340.54
One mile or more	\$403.73
Monthly Recurring - per Mile	
Less than one mile	\$ 0.00
One mile or more	\$ 26.45
<b>B. STP Interconnect Mileage - 1 mile or more</b>	
Monthly Recurring - Fixed	\$100.16
Monthly Recurring - per Mile	\$ .91
<b>C. STP Port Termination</b>	
Nonrecurring	\$234.49
Monthly Recurring	\$318.87
<b>D. IEC Signaling Point Code</b>	
Nonrecurring	
Per code, per STP	\$ 41.00

(1) As reflected in F.C.C. 73.

Billing for the above-referenced service will begin upon completion of installation and testing of the services ordered through the CCS and SS7 Interconnection Services contract.

Accepted:

ALLTEL Missouri, Inc.

By: Charles Galloway

Title: Sr. Vice President -  
Acctg. & Finance

Date: 3-31-95

Accepted:

SOUTHWESTERN BELL TELEPHONE COMPANY

By: Richard L. Taylor

Title: Director-Regulatory  
and Industry Relations

Date: 2-17-95

**APPENDIX NO. 1 TO AGREEMENT FOR THE PROVISION OF COMMON  
CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION  
SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

**LOCAL and INTRALATA CALL SET-UP SIGNALING**

Attached to and made a part of the CCS INTERCONNECTION SERVICES AGREEMENT, effective December 1, 1994, between Southwestern Bell Telephone Company (SWBT) and ALLTEL Missouri herein referred to as the IEC. This appendix is part of the CCS and SS7 Interconnections Services contract; terms and conditions of that contract, in addition to the terms and conditions stated below apply. This appendix is not a complete agreement by itself.

**LOCAL AND INTRALATA CALL SET-UP SIGNALING SERVICE**

This service allows the IEC to utilize out of band trunk signaling via SWBT's CCS network facilities for the provision of exchange and exchange access services.

It is the responsibility of the IEC to populate the "privacy indicator" portion of all SS7 signaling messages forwarded to SWBT's network. SWBT agrees to deliver the information forwarded by the IEC in the SS7 signaling message. The IEC, by entering into this agreement, agrees to deliver the "privacy indicator" information forwarded by SWBT in its signaling message.

SWBT accepts no additional responsibility of any kind in connection with the use of Call Set-up Signaling Service for the provision of exchange services within an IECs territory.

Call set-up times may be greater when IECs using SS7 signaling employ Intermediate Access Tandems (IATs) in their networks.

IECs must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

**Rates and Charges:** There are no additional rates or charges for this service. It is provided as a part of the CCS/SS7 interconnection service to the IEC.

Accepted:

ALLTEL Missouri, Inc.

By: Charles Galloway

Title: Sr. Vice President -  
Acctg. & Finance

Date: 3-31-95

Accepted:

SOUTHWESTERN BELL TELEPHONE COMPANY

By: Richard D. Taylor

Title: Director-Regulatory and  
Industry Relations

Date: 2-24-95

**APPENDIX NO. 2 TO AGREEMENT FOR THE PROVISION OF COMMON  
CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION  
SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

Attached to and made a part of the CCS AND SS7 INTERCONNECTION SERVICES AGREEMENT, effective December 1, 1994, between Southwestern Bell Telephone Company (SWBT) and ALLTEL Missouri herein referred to as the IEC. This appendix is part of the CCS and SS7 Interconnection Services contract; terms and conditions of that contract, in addition to the terms and conditions stated below, apply. This appendix is not a complete agreement by itself.

**IXC CALL SET-UP SIGNALING**

This service allows the IEC to utilize SS7 signaling to an SS7 capable Interexchange Carrier (IXC) for Feature Group D Access Service and other intraLATA interexchange services.

In LATAs where SWBT has a mated pair of STPs and has CCS/SS7 Interconnection facilities to an IXC, within the same LATA, for interexchange telecommunications services, SWBT will provide Call Setup Signaling between the IEC and the IXC.

SWBT accepts no additional responsibility of any kind in connection with the use of IXC Call Set-up Signaling Service.

IECs must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

The IEC must provide point codes of IXCs for which it is providing call set up via SWBT's SS7 signaling network, so SWBT screening and translation tables can be updated.

**Rates and Charges:** An additional signaling point code charge, per link, is applicable for each IXC signaling point code.

<u>Rate Element</u>	<u>Per Signaling Link</u>
Nonrecurring Charge, per Point Code, per STP	\$41.00

Billing for the above referenced services will take place upon completion of installation and testing of the service ordered through the CCS and SS7 INTERCONNECTION SERVICES contract.

Accepted:

Accepted:

ALLTEL Missouri, Inc.

SOUTHWESTERN BELL TELEPHONE COMPANY

By: [Signature]

By: [Signature]

Title: Sr. Vice President -  
Acctg. & Finance

Title: Director-Regulatory and  
Industry Relations

Date: 3-31-95

Date: 2-24-95

**APPENDIX NO. 3 TO THE AGREEMENT FOR THE PROVISION OF COMMON  
CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION  
SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

**800 DATA BASE SCP QUERY SERVICE**

Attached to and made a part of the CCS AND SS7 INTERCONNECTION SERVICES AGREEMENT, effective December 1 1994, between Southwestern Bell Telephone Company (SWBT) and ALLTEL Missouri herein referred to as the IEC. This appendix is part of the CCS and SS7 Interconnection Services contract; terms and conditions of that contract, in addition to the terms and conditions stated below, apply. This appendix is not a complete agreement by itself.

**800 DATA BASE SCP QUERY SERVICE**

This service allows an IEC to originate CCS signaling messages in the form of queries to SWBT's 800 SCPs, via SWBT's CCS network facilities from the IEC SSP(s) that are interconnected with SWBT's CCS network. It also allows an IEC to receive responses to the queries it initiates from SWBT's 800 SCPs, via SWBT's CCS network facilities. This service may be used in connection with exchange and exchange access services provided by the IEC, but, under no circumstances can it be used in the provision of interLATA services by the IEC.

Queries are initiated to the data base to determine the 800 Service Provider associated with all ten digits of a dialed 800 number. In most instances, the Service Provider designation will be provided via a Carrier Identification Code (CIC) vs the POTS number. The 800 SCP query rate applies for each 800 query received and successfully processed by SWBT's SCP. At a minimum SWBT will identify the 800 Service Provider associated with all 800 data base SCP queries billed to the IEC. The following features are also available:

The data base has the capability of translating the dialed 800 number into a Plain Old Telephone Service (POTS) 10 digit number, if provided by and requested by the Service Provider. The charge for POTS Translation will be in addition to the charge per query, when applicable.

Call Validation ensures that 800 calls originate from an 800 Service Provider's customized service area. Calls originating outside the area will be screened and an out of band recording is returned to the calling party. The charge for this feature is in addition to the charge per query, when applicable.

Call Handling and Destination allows the 800 Service Provider to route 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI. The charge for this feature is in addition to the charge per query, when applicable.

## APPENDIX NO. 3

IECs must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

SWBT accepts no additional responsibility beyond what is outlined in its tariffs with respect to the accuracy of information returned by its data base via the CCS query process.

## RATES AND CHARGES

The rates and charges following reflect the fact that the Service Switching Point (SSP) used to launch queries to the data base will be provided by the IEC.

The nonrecurring query charge applies for each 800 query received and successfully processed by SWBT's SCP (a match was found in the data base and carrier routing information was returned). The optional feature charges are in addition to the nonrecurring query charge, when applicable.

Nonrecurring Query Charge, per Query	\$ .0016
<u>Optional Features</u>	<u>Charge</u> <u>Per Query</u>
POTS Translation	\$ .0000
Call Validation	\$ .0000
Call Handling and Destination	\$ .0003

Accepted:

Accepted:

ALLTEL Missouri, Inc.SOUTHWESTERN BELL TELEPHONE  
COMPANYBy: Charles GallowayBy: Richard E. TaylorTitle: Sr. Vice President -  
Acctg. & FinanceTitle: Director-Regulatory  
and Industry RelationsDate: 3-31-95Date: 2-24-95

**APPENDIX NO. 4 TO THE AGREEMENT FOR THE PROVISION OF COMMON  
CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION  
SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

**CALL CONTROL OPTION SERVICE**  
based on Bellcore's CLASS<sup>SM</sup> Services

Attached to and made a part of the CCS AND SS7 INTERCONNECTION SERVICES AGREEMENT, effective Decemberr 1, 1994, between Southwestern Bell Telephone Company (SWBT) and ALLTEL Missouri herein referred to as the IEC. This appendix is subsumed in the CCS and SS7 Interconnection Services contract; terms and conditions of that contract, in addition to the terms and conditions stated below, apply. This appendix is not a complete agreement by itself.

**CALL CONTROL OPTION (CCO) SERVICES**

This service provides for the exchange of CCS signaling messages required for the provision of CCO Services between SWBT's end offices and the end office of an associated IEC via SWBT's CCS network facilities from/to the STP(s) at which the IEC interconnects with SWBT's CCS network. This service may be used only for exchange and exchange access services functionality, and under no circumstances is such service to be utilized in connection with the IEC's provision of an interLATA offering. The IEC may not utilize the CCO Service for SS7 signaling related to an IXC-transported SS7 service.

This service is available in central offices where CCO services are being offered to its end users and to exchanges where SWBT and the IEC both have CCS network signaling capabilities deployed to the end office level in order to support the origination and termination of CCO (CLASS sm) services.

NOTE: In order to provide CCO services, additional software must also be installed in applicable end offices.

The IEC, by entering into this agreement, agrees to also act based on "privacy indicator" information forwarded from SWBT.

IECs must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

SWBT accepts no additional responsibility beyond what is outlined in its tariffs for this service with respect to the provision of Call Control Option Service and accepts no responsibility of any kind in connection with the use of this information for the provision of CCO or other services within an IEC'S territory.

Service Mark: One CCO service, Call Cue<sup>R</sup>, is a registered service mark of SWBT.

APPENDIX NO. 4

To promote recognition of CCO features in multi-LEC areas, the IEC may want to use the same feature names. The IEC is hereby allowed to use the names of SWBT's CCO features that do not have a service mark.

**Non-Exclusive Limited License of Service Mark:** SWBT hereby licenses the IEC, on a limited basis, to use the service mark for "Call Cue". This license is limited to the LATAs in which SWBT and the IEC provide the CCO Service and the Call Cue feature to their respective end users.

The IEC, as Licensee, shall only use the licensed mark in connection with the specified service, meeting standards, specifications and guidelines of quality issued by SWBT. SWBT shall have the right, at all reasonable times, to inspect the service employing the Call Cue mark to determine if it is of proper quality.

**Limited License - Revocable:** This limited license will be revoked and rendered inapplicable for the IEC upon the termination, by SWBT or the IEC, of Call Cue service.

**Rates and Charges:** There are no additional rates and charges for this service. It is provided as a part of the CCS/SS7 Interconnection service to the IEC.

Accepted:

ALLTEL Missouri, Inc.

By: *Charles Bellaway*

Title: Sr. Vice President -  
Acctg. & Finance

Date: 3-31-95

Accepted:

SOUTHWESTERN BELL TELEPHONE COMPANY

By: *Richard L. Taylor*

Title: Director-Regulatory and  
Industry Relations

Date: 2-24-95

ATTACHMENT 3

AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING AND  
SIGNALING SYSTEM 7 INTERCONNECTION SERVICES TO INDEPENDENT  
EXCHANGE CARRIERS WITHIN THE SAME LATA.

ALLTEL, MISSOURI

St. Louis LATA

SSP Location

Vandalia, Missouri

Accepted:

ALLTEL Missouri, Inc.

By: *Charles Galloway*

Title: Sr. Vice President -  
Accounting & Finance

Date: 3-31-95

Accepted:

SOUTHWESTERN BELL TELEPHONE COMPANY

By: *Richard E. Tyle*

Title: Director-Regulatory and  
Industry Relations

Date: 3-13-95

ATTACHMENT 3

AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING AND  
SIGNALING SYSTEM 7 INTERCONNECTION SERVICES TO INDEPENDENT  
EXCHANGE CARRIERS WITHIN THE SAME LATA.

Missouri Telephone

Springfield LATA

SSP Location

Bolivar, Missouri

Accepted:

Missouri Telephone Company

By: Charles J. Galloway

Title: Sr. Vice President -  
Accounting & Finance

Date: 3-7-95

Accepted:

SOUTHWESTERN BELL TELEPHONE COMPANY

By: Richard E. Taylor

Title: Director-Regulatory and  
Industry Relations

Date: 2-17-95

ATTACHMENT 3

AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING AND  
SIGNALING SYSTEM 7 INTERCONNECTION SERVICES TO INDEPENDENT  
EXCHANGE CARRIERS WITHIN THE SAME LATA.

Missouri Telephone

Kansas City LATA

SSP Location

Albany, Missouri  
Gallatin, Missouri

Accepted:

Missouri Telephone Company

BY: Charles Gallaway

Title: Sr. Vice President -  
Accounting & Finance

Date: 3-7-95

Accepted:

SOUTHWESTERN BELL TELEPHONE COMPANY

By: Richard L Taylor

Title: Director-Regulatory and  
Industry Relations

Date: 2-17-95

FILED

JUN 30 1997

**AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING  
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES  
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

MISSOURI  
SERVICE COMMISSION

This Agreement, effective as of the 17 day of May, 1994, between Southwestern Bell Telephone Company, a Missouri corporation, herein called SWBT, and Ameritech, an Independent Exchange Carrier, herein called the IEC, sets forth the terms and conditions under which SWBT agrees to provide to the IEC certain Common Channel Signaling and Signaling System 7 (CCS/SS7) Interconnection Services, herein referred to as "the Service" and under which terms the IEC agrees to accept such "Service".

This Agreement only provides for network interconnection to SWBT's STPs, including facilities and the CCS/SS7 functionality and translations needed to support certain SS7 services as they become available and as facilities permit. Any services beyond actual network interconnection (e.g., Local and IntraLATA Call Setup Signaling, IXC Call Setup Signaling, Call Control Options Service, 800 Data Base Access and Line Information Data Base (LIDB) Validation Service Access) will be provided pursuant to an appended or a separate agreement or by tariff, whichever is applicable. Arrangements for any and all SS7 services available from SWBT should be made through the Southwestern Bell Telephone Missouri Industry Relations Department.

**I. SERVICE DESCRIPTION**

**Common Channel Signaling and Signaling System 7 (CCS/SS7) Interconnection Service (the Service)**, which is available to IEC for their use in furnishing SS7-based services to their end user customers located in such IEC franchised territory or to the customers located in the franchise territory of another IEC subtending the SSP or STP of the interconnecting IEC, is a Switched Access service which provides dedicated two-way signaling links that interconnect SWBT Signal Transfer Point (STP) locations and IEC Signaling Points at Signaling Point of Interface (SPOI) locations.

The Service provided pursuant to this Agreement consists of the following:

STP Port Termination(s) for IEC signaling. These port terminations will consist of port connection(s) of 56 kbps transmission facilities on SWBT's STP.

STP Interconnection Facility, which is the facility which lies between the multiplexing hub, which demultiplexes the IEC's 56 kbps transmission facility which terminated on SWBT's STP from a DS1 (i.e. 1.544 Mbps) transmission facility, and the STP Port.

STP Access connection Facility, which is the facility which lies between the SPOI and the multiplexing hub.

All STP Access Connection Facilities must be 1.544 Mbps and all interconnections between SWBT and the IEC at the SPOI shall be 1.544

Mbps. At SWBT's discretion, the IEC may utilize a DS0-A channel of an intraLATA DS1 connection, which is in place at the time of ordering, to accomplish the STP Access Connection. **WHEN THIS OPTION IS CHOSEN, THE IEC UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF OTHER SERVICES ON THE DS1.**

The Service provided is described in SWBT's Common Channel Signaling/Signaling System 7 (CCS/SS7) Network Specifications (TP76638), as amended.

In addition to general ordering, provisioning, and contract administration processes, the Service cannot be established until after Bellcore TR-TSV-000905 and SWBT TP76638 (as amended) Compatibility Testing is successfully completed between the interconnecting IEC and SWBT.

## **II. DEFINITIONS**

See Attachment 1 for *DEFINITIONS OF TERMS* in this Agreement.

## **III. MANNER OF PROVISIONING**

The link facilities to SWBT STPs in the same LATA can be either:

1. "A" Link Sets from the IEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
2. "B" Link Sets from the IEC's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required, a "quad", between the two pairs of STPs.

At SWBT's option, the IEC may utilize a channel of an intraLATA DS1 (1.544 Mbps) facility, which is in place at the time of ordering, for the STP Access Connection between the SPOI and SWBT's multiplexing hub location. **WHEN THIS OPTION IS CHOSEN, THE IEC UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF OTHER SERVICES ON THE DS1.** If such a channel is not utilized, the IEC must order DS1 (1.544 Mbps) service.

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

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

Provisioning of the Service is in accordance with SWBT CCS/SS7 Network Interface specifications (TP76638) and Bellcore Common Channel Network Interface specification (TR-TSV-000905), as amended. The Service cannot be established until Compatibility Testing has been successfully completed between the interconnecting IEC and SWBT.

#### IV. DESCRIPTION OF RATE ELEMENTS

##### A. STP Access Connection

The STP Access Connection rate element provides 1.544 Mbps transmission facilities between the IEC's SPOI and SWBT's multiplexing hub, and is applicable when a channel from a DS1 facility is not available.

The STP Access Connection charges are calculated according to mileage band. There are two rates that may apply per band, i.e., a fixed monthly rate per mileage band and a monthly rate per mile.

A nonrecurring charge also applies per STP Access Connection. This charge applies on a first and additional basis.

##### B. STP Interconnect Mileage

The STP Interconnect Mileage rate element provides the 56 kbps transmission facilities between a designated SWBT multiplexing hub location and the SWBT interconnecting STP.

When an IEC utilizes an available channel from a DS1 facility, the STP Interconnect Mileage rate element also applies between the SPOI and SWBT's multiplexing hub.

STP Interconnect Mileage is calculated according to mileage band. There are two rates that apply per band, i.e., a fixed monthly rate per mileage band and a monthly rate per mile.

##### C. STP Port Termination

The STP Port Termination rate element provides for the termination of the 56 kbps circuit. One STP Port Termination must be installed at SWBT's interconnecting STP for each 56 kbps circuit.

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

##### D. Signaling Point Code

The Signaling Point Code rate element provides for the installation of applicable CCS network signaling point (address) codes. A nonrecurring charge applies per Signaling Point code installed at each STP.

V. RATES AND CHARGES

The rates and charges for the rate elements described above can be found on Attachment 2.

The rates are based upon rates and charges reflected in SWBT's approved Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Agreement will be adjusted accordingly on the date the new tariff rates become effective.

Rates and charges for services, functionality and translations available in connection with this service will be addressed in appendices to this contract.

Charges for rearrangement of the Service which are not specifically addressed will be determined on an individual case basis.

Mileage is calculated on the airline distance between the location involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

VI. ORDERING THE SERVICE

When ordering service, the IEC will submit a completed "Common Channel Signaling and Signaling System 7 Interconnection Services Order Request Form" to SWBT. This form can be obtained from the SWBT Missouri Industry Relations Department.

VII. RESPONSIBILITIES OF SWBT

A. SWBT is responsible for managing the network and applying protective controls which it can invoke as a result of occurrences including but not limited to failure or overload of SWBT or IEC facilities, natural disasters, mass calling, national security demands.

B. SWBT is responsible for meeting service performance standards as outlined in TR-TSV-000905 and TP76638 except as otherwise provided herein.

In the event that SWBT provides special service arrangements under this contract that do not strictly adhere to TR-TSV-000905 and TP76638, **THE IEC UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS MAY NOT BE MET IN THE PROVISION OF OTHER SERVICES ON THE DS1.**

C. SWBT will include with the monthly invoice such data as SWBT deems reasonably necessary for the IEC to verify the accuracy of the billing it receives from SWBT for the service.

D. For billing purposes SWBT will determine the:

- Nonrecurring charges
- recurring charges
- other charges (as applicable)

for the respective service(s) requested by the IEC and provided by SWBT.

#### VIII. RESPONSIBILITIES OF THE IEC

A. The IEC will be responsible for provisioning the signaling links from its premises to the SPOI(s) in a manner technically acceptable to the SWBT network.

B. It is the responsibility of the IEC to populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to SWBT's network for call processing.

C. The IEC will be responsible for verifying the accuracy of information concerning the services ordered by the IEC.

D. The Service provided pursuant to this contract, when the IEC directly interconnects with SWBT's SS7 network at an STP other than the Kansas City, Missouri Regional STP pair, may be used only for exchange services functionality, and under no circumstance is such service to be utilized in connection with the IEC's provision of an interLATA offering. The Service provided pursuant to this contract, when the IEC directly interconnects with SWBT's SS7 network at the Kansas City, Missouri Regional STP pair, may be used only for exchange and exchange access services functionality, and under no circumstance is such service to be utilized in connection with the IEC's provision of an interLATA offering. An IEC may not utilize the Service for SS7 signaling related to an IXC-transported SS7 service.

E. The IEC agrees to work cooperatively and meet with SWBT in order to install the service in a timely fashion.

F. The IEC shall furnish to SWBT, at the time the Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP Port Termination by individual service. The forecast shall include total annual volume and busy hour busy month volume. SWBT will utilize the forecast in its own efforts to project further facility requirements.

G. The IEC agrees to inform SWBT in writing thirty (30) days in advance of any change in its use of such Service which alters by ten percent for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by the IEC to be forwarded to SWBT's network. The IEC will provide in said notice the reason by individual SS7 service for the volume change.

#### **IX. MONTHLY BILLING**

Billing statements thereunder will be rendered monthly by SWBT to the IEC, and remittance in full will be due upon receipt.

The monthly charge shall be the total of all monthly rate element charges associated with the service. Credit will be allowed for interruptions in service which are greater than 30 minutes. The credit will be at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage.

#### **X. LIABILITY**

A. SWBT shall not be liable to the IEC for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Service, including any and all associated equipment and data processing systems, not caused by the sole gross negligence of SWBT. Any losses or damages for which SWBT is held liable under this Agreement to the IEC shall in no event exceed the amount of the charges made for the Service during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by SWBT, to the time service is restored.

B. The IEC agrees to defend, indemnify, and hold SWBT harmless from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the use of the Service by the IEC, its customers or end users. The IEC shall defend against all end users' claims just as if the IEC had provided such service to its end users with its own employees, and shall assert its tariff limitation of liability for benefit of both SWBT and the IEC.

C. The IEC also agrees to release, defend, indemnify, and hold SWBT harmless from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of the Service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this Service.

D. The IEC also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit to perform under this contract should any regulatory body, the MFJ court, or any other State or Federal court, find the existing terms of this contract to either be illegal, unenforceable, against public policy or improper for SWBT.

#### **XI. CHOICE OF LAW**

The implementation of this Agreement shall be governed by the laws of the state of Missouri.

### **XII. DEFAULTS OR VIOLATIONS**

If the IEC defaults in the payment of any amount due hereunder, or if either party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement forthwith. The failure of either party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general relinquishment or waiver on its part of its right to demand performance pursuant to any such provision; nevertheless, the same shall be and remain in full force and effect.

### **XIII. FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, earthquake, power outages, strike, embargo, government requirement, civil or military authorities, Act of God or by the public enemy, transportation facilities, acts or omissions of carriers, or other causes beyond the control of the IEC or SWBT. If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party and the party affected by the other's inability to perform may elect to:

A. Terminate this Agreement or part thereof as to the Service not already performed;

B. Suspend this Agreement for the duration of the force majeure condition, and buy or sell elsewhere the Service to be performed under this Agreement;

C. Resume performance under this Agreement once the force majeure condition ceases, with an option for the affected party to extend the period of this Agreement up to the length of time the force majeure condition endured.

Unless written notice to the contrary is given within thirty (30) days after such affected party is notified of the force majeure condition, Option B. shall be deemed selected.

### **XIV. USE OF INFORMATION**

Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise (all hereinafter designated "Information") furnished to IEC under this Agreement or in contemplation of this Agreement, shall remain SWBT's property. All copies of such information in written, graphic or other tangible form shall be returned to SWBT at SWBT's request. Information shall be kept confidential by IEC in performing under this Agreement and may not be used for any other purposes except upon such terms as may be agreed upon between the IEC and SWBT in writing.

**XV. TERM OF AGREEMENT**

The minimum periods for which the Service is provided, and for which charges are applicable, are:

- A. Initial service of not less than 1 years from the effective date of this contract.

If the Agreement is terminated by the IEC prior to the agreed upon initial term of 1 years, the IEC shall pay SVET, within thirty (30) days of termination, all amounts due for actual services provided under this Agreement.

- B. After initial service, continuing service for periods of not less than 30 days, until notified to terminate the service. Termination will occur 120 days after notification, and charges will be applicable up to the termination date.
- C. Requests for modification to the terms, conditions, or services offered under this contract must be made in writing 90 calendar days in advance of the requested effective date by either party and shall not become effective unless agreed upon in writing by both parties.

**XVI. DISPUTES**

If disputes arise with regard to this Agreement during the term of this Agreement the following resolution process will govern, except where specific procedures are provided in this Agreement:

1. The Party initiating the dispute will notify the other Party in writing that a disagreement has arisen and that discussions between the Parties have failed to resolve the dispute.
2. At any time after such notification, the Parties, if mutually agreeable, may submit to binding or non-binding arbitration to resolve the dispute.

**XVII. THIRD PARTY RIGHTS**

No third party rights are created by this agreement.

**XVIII. NOTICE**

All notices required by, permitted by, or relating to, this Agreement will be in writing and will be sent by U.S. Certified Mail, Return Receipt Requested, Postage Prepaid, to the Party's Representative. Representatives of the Parties for purposes of the notices are:

-9-

for purposes of the notices are:

Independent Exchange Carrier  
Representative:Tom DeHalla  
(Company)Ameritech  
(Title)Product Manager  
(Address)220 N. Meridian St. Rm 975  
Indianapolis, IN 46204Southwestern Bell Telephone  
Representative:Southwestern Bell Telephone Company  
(Company)District Manager-Regulatory Compliance/  
Industry Relations  
(Title)100 North Tucker, Room 1169  
(Address)St. Louis, Missouri 63101

Either Party may change its representative by giving written notice in accordance with this Section of the Agreement.

Accepted:

By: [Signature]  
Typed Name: Jeffrey J. ChildsTitle: Vice President Marketing/  
Sales  
Date: 5/18/94

Accepted:

SOUTHWESTERN BELL  
TELEPHONE COMPANYBy: [Signature]  
Typed Name: Richard L. TaylorTitle: District Manager-Regulatory Compliance/  
Industry Relations  
Date: 5-20-94

Contract No. SVB-ECR-100**ATTACHMENT 1****AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING  
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES  
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA****DEFINITIONS OF TERMS****Common Channel Signaling (CCS)**

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

**Compatibility Testing**

Certification testing performed by representatives from SWBT and the IEC to assure proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

**Service Switching Point (SSP)**

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

**Signal Transfer Point (STP)**

A packet switch in the CCS network that is used to route signaling messages between signaling nodes. STPs also transfer signaling messages to other networks. SWBT's network includes mated pairs of local and regional STPs.

**Signaling Link**

An end-to-end high-capacity data link (56 kbps) that transmits supervision and control signals from one network SS7 node to another in a CCS network. The Link Type identifies the functionality of the signaling link sets. Two Link Types associated with CCS Interconnection Service are:

"A" - Access links connect SPs and SSPs to STPs.

"B" - Bridge links connect two STPs, not of the same mated pair, but on the same hierarchical level.

**Signaling Point (SP)**

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

**ATTACHMENT 1**

**AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING  
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES  
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

**DEFINITIONS OF TERMS**

**Signaling Point Code**

A code that identifies the signaling point address in the CCS network. Point codes are nine-digit codes - three segments of three digits each - identifying the Network ID, Network Cluster, and Cluster Member, respectively.

**Signaling Point of Interface (SPOI)**

Mutually agreed point at which SWBT hands off signaling information to the customer (IEC).

**Signaling System 7 (SS7)**

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

ATTACHMENT 2

AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING  
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES  
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA

RATES AND CHARGES

<u>Rate Element</u>	<u>Rates &amp; Charges Per Signaling Link(1)</u>
<b>A. STP Access Connection (if applicable)</b>	
Nonrecurring	
First	\$628.00
Additional	\$456.00
Monthly Recurring - Fixed	
Less than one mile	\$340.54
One mile or more	\$403.73
Monthly Recurring - per Mile	
Less than one mile	\$ 0.00
One mile or more	\$ 26.45
<b>B. STP Interconnect Mileage - 1 mile or more</b>	
Monthly Recurring - Fixed	\$100.16
Monthly Recurring - per Mile	\$ .91
<b>C. STP Port Termination</b>	
Nonrecurring	\$234.49
Monthly Recurring	\$318.87
<b>D. IEC Signaling Point Code</b>	
Nonrecurring	
Per code, per STP	\$ 41.00

(1) As reflected in F.C.C. 73.

Billing for the above-referenced service will begin upon completion of installation and testing of the services ordered through the CCS and SS7 Interconnection Services contract.

Accepted:  
Tom DeHabe

By: Tom DeHabe  
Title: Product Manager  
Date: 5-17-94

Accepted:  
SOUTHWESTERN BELL  
TELEPHONE COMPANY  
By: Richard Dwyer  
Title: District Manager-Regulatory Compliance/  
Industry Relations  
Date: 5-20-94

**APPENDIX NO. TO AGREEMENT FOR THE PROVISION OF COMMON  
CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION  
SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

**CALL SET-UP SIGNALING**

Attached to and made a part of the CCS INTERCONNECTION SERVICES AGREEMENT, effective                     , 19 77, between Southwestern Bell Telephone Company (SWBT) and                     , herein referred to as the IEC.

**LOCAL AND INTRALATA CALL SET-UP SIGNALING SERVICE**

This service allows the IEC to utilize out of band trunk signaling via SWBT's CCS network facilities for the provision of exchange services.

It is the responsibility of the IEC to populate the "privacy indicator" portion of all SS7 signaling messages forwarded to SWBT's network. SWBT agrees to deliver the information forwarded by the IEC in the SS7 signaling message. The IEC, by entering into this agreement, agrees to deliver the "privacy indicator" information forwarded by SWBT in its signaling message.

SWBT accepts no additional responsibility of any kind in connection with the use of Call Set-up Signaling Service for the provision of exchange services within an IEC's territory.

Call set-up times may be greater when IECs using SS7 signaling employ Intermediate Access Tandems (IATs) in their networks.

IECs must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

**Rates and Charges:** There are no additional rates or charges for this service. It is provided as a part of the CCS/SS7 interconnection service to the IEC.

Accepted:

Tom Dettala

By: Tom Dettala

Title: District Manager

Date: 5-20-74

Accepted:

SOUTHWESTERN BELL  
TELEPHONE COMPANY

By: Richard V. Taylor

Title: District Manager-Regulatory Compliance/  
Industry Relations

Date: 5-20-74

**APPENDIX NO. \_\_\_\_ TO THE AGREEMENT FOR THE PROVISION OF COMMON  
CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION  
SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

**CALL CONTROL OPTION SERVICE**  
based on Bellcore's CLASS<sup>1A</sup> Services

Attached to and made a part of the CCS AND SS7 INTERCONNECTION SERVICES AGREEMENT, effective \_\_\_\_\_, 19\_\_\_\_, between Southwestern Bell Telephone Company (SWBT) and \_\_\_\_\_, herein referred to as the IEC. This appendix is subsumed in the CCS and SS7 Interconnection Services contract; terms and conditions of that contract, in addition to the terms and conditions stated below, apply. This appendix is not a complete agreement by itself.

**CALL CONTROL OPTION (CCO) SERVICES**

This service provides for the exchange of CCS signaling messages required for the provision of CCO Services between SWBT's end offices and the end office of an associated IEC via SWBT's CCS network facilities from/to the STP(s) at which the IEC interconnects with SWBT's CCS network. This service may be used only for exchange and exchange access services functionality, and under no circumstances is such service to be utilized in connection with the IEC's provision of an interLATA offering. The IEC may not utilize the CCO Service for SS7 signaling related to an IXC-transported SS7 service.

This service is available in central offices where CCO services are being offered to its end users and to exchanges where SWBT and the IEC both have CCS network signaling capabilities deployed to the end office level in order to support the origination and termination of CCO (CLASS sm) services. NOTE: In order to provide CCO services, additional software must also be installed in applicable end offices.

The IEC, by entering into this agreement, agrees to also act based on "privacy indicator" information forwarded from SWBT.

IECs must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

SWBT accepts no additional responsibility beyond what is outlined in its tariffs for this service with respect to the provision of Call Control Option Service and accepts no responsibility of any kind in connection with the use of this information for the provision of CCO or other services within an IEC'S territory.

Service Mark: One CCO service, Call Cue<sup>®</sup>, is a registered service mark of SWBT.

## APPENDIX NO. \_\_\_\_

To promote recognition of CCO features in multi-LEC areas, the IEC may want to use the same feature names. The IEC is hereby allowed to use the names of SWBT's CCO features that do not have a service mark.

**Non-Exclusive Limited License of Service Mark:** SWBT hereby licenses the IEC, on a limited basis, to use the service mark for "Call Cue". This license is limited to the LATAs in which SWBT and the IEC provide the CCO Service and the Call Cue feature to their respective end users.

The IEC, as Licensee, shall only use the licensed mark in connection with the specified service, meeting standards, specifications and guidelines of quality issued by SWBT. SWBT shall have the right, at all reasonable times, to inspect the service employing the Call Cue mark to determine if it is of proper quality.

**Limited License - Revocable:** This limited license will be revoked and rendered inapplicable for the IEC upon the termination, by SWBT or the IEC, of Call Cue service.

**Rates and Charges:** There are no additional rates and charges for this service. It is provided as a part of the CCS/SS7 Interconnection service to the IEC.

Accepted:

Tom DeHabe

By: Tom DeHabeTitle: District ManagerDate: 5-17-94

Accepted:

SOUTHWESTERN BELL TELEPHONE COMPANY

By: Richard D. TaylorTitle: District Manager-Regulatory Compliance/  
Industry RelationsDate: 5-20-94

**AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING  
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES  
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

This Agreement, effective as of the 15 day of October, 19 96, between Southwestern Bell Telephone Company, a Missouri corporation, herein called SWBT, and GTE Midwest, Incorporated, an Independent Exchange Carrier, herein called the IEC, sets forth the terms and conditions under which SWBT agrees to provide to the IEC certain Common Channel Signaling and Signaling System 7 (CCS/SS7) Interconnection Services, herein referred to as "the Service" and under which terms the IEC agrees to accept such "Service".

This Agreement only provides for network interconnection to SWBT's STPs, including facilities and the CCS/SS7 functionality and translations needed to support certain SS7 services as they become available and as facilities permit. Any services beyond actual network interconnection (e.g., Local and IntraLATA Call Setup Signaling, IXC Call Setup Signaling, Call Control Options Service, 800 Data Base Access and Line Information Data Base (LIDB) Validation Service Access) will be provided pursuant to an appended or a separate agreement or by tariff, whichever is applicable. Arrangements for any and all SS7 services available from SWBT should be made through the Southwestern Bell Telephone Missouri Industry Relations Department.

**I. SERVICE DESCRIPTION**

**Common Channel Signaling and Signaling System 7 (CCS/SS7) Interconnection Service** (the Service), which is available to IEC for their use in furnishing SS7-based services to their end user customers located in such IEC franchised territory or to the customers located in the franchise territory of another IEC subtending the SSP or STP of the interconnecting IEC, is a Switched Access service which provides dedicated two-way signaling links that interconnect SWBT Signal Transfer Point (STP) locations and IEC Signaling Points at Signaling Point of Interface (SPOI) locations.

The Service provided pursuant to this Agreement consists of the following:

STP Port Termination(s) for IEC signaling. These port terminations will consist of port connection(s) of 56 kbps transmission facilities on SWBT's STP.

STP Interconnection Facility, which is the facility which lies between the multiplexing hub, which demultiplexes the IEC's 56 kbps transmission facility which terminated on SWBT's STP from a DS1 (i.e. 1.544 Mbps) transmission facility, and the STP Port.

STP Access connection Facility, which is the facility which lies between the SPOI and the multiplexing hub.

All STP Access Connection Facilities must be 1.544 Mbps and all interconnection between SWBT and the IEC at the SPOI shall be 1.544 Mbps.

At SWBT's discretion, the IEC may utilize a DSO-A channel of an intraLATA DS1 connection, which is in place at the time of ordering, to accomplish the STP Access Connection. **WHEN THIS OPTION IS CHOSEN, THE IEC UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF OTHER SERVICES ON THE DS1.**

The Service provided is described in SWBT's Common Channel Signaling/Signaling System 7 (CCS/SS7) Network Specifications (TP76638), as amended.

In addition to general ordering, provisioning, and contract administration processes, the Service cannot be established until after Bellcore TR-TSV-000905 and SWBT TP76638 (as amended) Compatibility Testing is successfully completed between the interconnecting IEC and SWBT.

## II. DEFINITIONS

See Attachment 1 for DEFINITIONS OF TERMS in this Agreement.

## III. MANNER OF PROVISIONING

The link facilities to SWBT STPs in the same LATA can be either:

1. "A" Link Sets from the IEC's Signaling Point (SP)/Service Switching point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
2. "B" Link Sets from the IEC's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required, a "quad", between the two pairs of STPs.

At SWBT's option, the IEC may utilize a channel of an intraLATA DS1 (1.544Mbps) facility, which is in place at the time of ordering, for the STP Access Connection between the SPOI and SWBT's multiplexing hub location. **WHEN THIS OPTION IS CHOSEN, THE IEC UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF OTHER SERVICES ON THE DS1.** If such a channel is not utilized, the IEC must order DS1 (a.544 Mbps) service.

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

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

Provisioning of the Service is in accordance with SWBT CCS/SS7 Network Interface specifications (TP76638) and Bellcore Common Channel Network Interface specification (TR-TSV-000905), as amended. The Service cannot be established until Compatibility Testing has been successfully completed between the interconnecting IEC and SWBT.

#### **IV. DESCRIPTION OF RATE ELEMENTS**

##### **A. STP Access Connection**

The STP Access Connection rate element provides 1.544 Mbps transmission facilities between the IEC's SPOI and SWBT's multiplexing hub, and is applicable when a channel from a DS1 facility is not available.

The STP Access Connection charges are calculated according to mileage band. There are two rates that may apply per band, i.e., a fixed monthly rate per mileage band and a monthly rate per mile.

A nonrecurring charge also applies per STP Access Connection. This charge applies on a first and additional basis.

##### **B. STP Interconnect Mileage**

The STP Interconnect Mileage rate element provides the 56 kbps transmission facilities between a designated SWBT multiplexing hub location and the SWBT interconnecting STP.

When an IEC utilizes an available channel from a DS1 facility, the STP Interconnect Mileage rate element also applies between the SPOI and SWBT's multiplexing hub.

STP Interconnect Mileage is calculated according to mileage band. There are two rates that apply per band, i.e., a fixed monthly rate per mileage band and a monthly rate per mile.

##### **C. STP Port Termination**

The STP Port Termination rate element provides for the termination of the 56 kbps circuit. One STP Port Termination must be installed at SWBT's interconnecting STP for each 56 kbps circuit.

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

##### **D. Signaling Point Code**

The Signaling Point Code rate element provides for the installation of applicable CCS network signaling point (address) codes. A nonrecurring charge applies per Signaling Point code installed at each STP.



D. For billing purposes SWBT will determine the:

- Nonrecurring charges
- recurring charges
- other charges (as applicable)

for the respective service(s) requested by the IEC and provided by SWBT.

#### VIII. RESPONSIBILITIES OF THE IEC

- A. The IEC will be responsible for provisioning the signaling links from its premises to the SPOI(s) in a manner technically acceptable to the SWBT network.
- B. It is the responsibility of the IEC to populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to SWBT's network for call processing.
- C. The IEC will be responsible for verifying the accuracy of information concerning the services ordered by the IEC.
- D. The Service provided pursuant to this contract, when the IEC directly interconnects with SWBT's SS7 network at an STP other than the Kansas City, Missouri Regional STP pair, may be used only for exchange services functionality, **and under no circumstance is such service to be utilized in connection with the IEC's provision of an interLATA offering.** The Service provided pursuant to this contract, when the IEC directly interconnects with SWBT's SS7 network at the Kansas City, Missouri Regional STP pair, may be used only for exchange and exchange access services functionality, and under no circumstance is such service to be utilized in connection with the IEC's provision of an interLATA offering. An IEC may not utilize the Service for SS7 signaling related to an IXC-transported SS7 service.
- E. The IEC agrees to work cooperatively and meet with SWBT in order to install the service in a timely fashion.
- F. The IEC shall furnish to SWBT, at the time the Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP Port Termination by individual service. The forecast shall include total annual volume and busy hour busy month volume. SWBT will utilize the forecast in its own efforts to project further facility requirements.
- G. The IEC agrees to inform SWBT in writing thirty (30) days in advance of any change in its use of such Service which alters by ten percent for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by the IEC to be forwarded to SWBT's network. The IEC will provide in said notice the reason by individual SS7 service for the volume change.

## **IX. MONTHLY BILLING**

Billing statements thereunder will be rendered monthly by SWBT to the IEC, and remittance in full will be due upon receipt.

The monthly charge shall be the total of all monthly rate element charges associated with the service. Credit will be allowed for interruptions in service which are greater than 30 minutes. The credit will be at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage.

## **X. LIABILITY**

- A. The provision of services hereunder shall not be interpreted, construed or regarded as creating any obligation or right of action against either party hereto in favor of any third party.
- B. Each party releases the other from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the service, including any and all associated equipment and data processing systems, not caused by gross negligence or willful misconduct. Any losses or damages for which either party is held liable under the Agreement shall in no event exceed the amount of the charges for the Service during the period beginning at the time notice of the error, interruption, defect, failure or malfunction is received, to the time service is restored.
- C. Each party agrees to release, defend, indemnify, and hold harmless the other Party from and against any and all losses, damages, or other liability, including reasonable attorneys' fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits brought by third parties, arising out of the use of the Service and resulting from the gross negligence or willful misconduct by the indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. In addition, to the extent that the Parties' interests do not conflict, CUSTOMER shall defend SWBT against all end users' claims just as if CUSTOMER had provided such service to its end users with its own employees. In any event, CUSTOMER shall assert its tariff limitation of liability for the benefit of both SWBT and CUSTOMER.
- D. Each party agrees to release, defend, indemnify, and hold harmless the other party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by employees and equipment associated with provision of the Service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this Service.
- E. In the event any Federal or State Court or regulatory body should find any part or the whole of this agreement to be illegal, unenforceable, against public policy or improper, both parties agree to excuse and waive further performance thereof of that particular part or whole of the agreement.

#### **XI. CHOICE OF LAW**

The implementation of this Agreement shall be governed by the laws of the state of Missouri.

#### **XII. DEFAULTS OR VIOLATIONS**

If the IEC defaults in the payment of any amount due hereunder, or if either party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement forthwith. The failure of either party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general relinquishment or waiver on its part of its right to demand performance pursuant to any such provision; nevertheless, the same shall be and remain in full force and effect.

#### **XIII. FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, earthquake, power outages, strike, embargo, government requirement, civil or military authorities, Act of God or by the public enemy, transportation facilities, acts or omissions of carriers, or other causes beyond the control of the IEC or SWBT. If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party and the party affected by the other's inability to perform may elect to:

- A. Terminate this Agreement or part thereof as to the Service not already performed;
- B. Suspend this Agreement for the duration of the force majeure condition, and buy or sell elsewhere the Service to be performed under this Agreement;
- C. Resume performance under this Agreement once the force majeure condition ceases, with an option for the affected party to extend the period of this Agreement up to the length of time the force majeure condition endured.

Unless written notice to the contrary is given within thirty (30) days after such affected party is notified of the force majeure condition, Option B. shall be deemed selected.

#### **XIV. USE OF INFORMATION**

Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise (all hereinafter designated "Information") furnished to IEC under this Agreement or in contemplation of this Agreement, shall remain SWBT's property. All copies of such information in written, graphic or other tangible form shall be returned to SWBT at SWBT's request. Information shall be kept confidential by IEC in performing under this Agreement and may not be used for any other purposes except upon such terms as may be agreed upon between the IEC and SWBT in writing.

#### **XV. TERM OF AGREEMENT**

The minimum periods for which the Service is provided, and for which charges are applicable, are:

- A. Initial service of not less than 2 years from the effective date of this contract.

If the Agreement is terminated by the IEC prior to the agreed upon initial term of 2 years, the IEC shall pay SWBT, within thirty (30) days of termination, all amounts due for actual services provided under this Agreement.

- B. After initial service, continuing service for periods of not less than 30 days, until notified to terminate the service. Termination will occur 120 days after notification, and charges will be applicable up to the termination date.
- C. Requests for modification to the terms, conditions, or services offered under this contract must be made in writing 90 calendar days in advance of the requested effective date by either party and shall not become effective unless agreed upon in writing by both parties.

#### **XVI. DISPUTES**

If disputes arise with regard to this Agreement during the term of this Agreement the following resolution process will govern, except where specific procedures are provided in this Agreement:

1. The Party initiating the dispute will notify the other Party in writing that a disagreement has arisen and that discussions between the Parties have failed to resolve the dispute.
2. At any time after such notification, the Parties, if mutually agreeable, may submit to binding or non-binding arbitration to resolve the dispute.

#### **XVII. THIRD PARTY RIGHTS**

No third party rights are created by this Agreement.

#### **XVIII. NOTICE**

All notices required by, permitted by, or relating to, this Agreement will be in writing and will be sent by U.S. Certified Mail, Return Receipt Requested, Postage Prepaid, to the Party's Representative. Representatives of the Parties for purposes of the notices are:

GTE Midwest Representative:

GTE TELEPHONE OPERATIONS  
(Company)

Product Manager-SS7 Network  
(Title)

Mail Code HOE01E41, 600 Hidden Ridge  
(Address)

Irving, Texas 75038

Southwestern Bell Telephone Representative:

Southwestern Bell Telephone Company

Director-Regulatory and Industry Relations

100 North Tucker, Room 1169

St. Louis, Missouri 63101

Either Party may change its representative by giving written notice in accordance with this Section of the Agreement.

Accepted:

GTE Midwest, Incorporated

By: 

Typed Name:

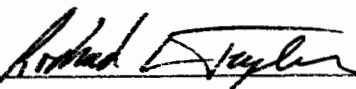
Gerald Harris

Title: State Director-Regulatory &  
Government Affairs

Date: 4/4/97

Accepted:

SOUTHWESTERN BELL TELEPHONE  
COMPANY

By: 

Typed Name:

Richard L. Taylor

Title: Director-Regulatory and Industry  
Relations

Date: 2-20-97

**ATTACHMENT 1****AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING  
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES  
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA****DEFINITIONS OF TERMS****Common Channel Signaling (CCS)**

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

**Compatibility Testing**

Certification testing performed by representatives from SWBT and the IEC to assure proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

**Service Switching Point (SSP)**

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

**Signal Transfer Point (STP)**

A packet switch in the CCS network that is used to route signaling messages between signaling nodes. STPs also transfer signaling messages to other networks. SWBT's network includes mated pairs of local and regional STPs.

**Signaling Link**

An end-to-end high-capacity data link (56 kbps) that transmits supervision and control signals from one network SS7 node to another in a CCS network. The Link Type identifies the functionality of the signaling link sets. Two Link Types associated with CCS Interconnection Service are:

"A" - Access links connect SPs and SSPs to STPs.

"B" - Bridge links connect two STPs, not of the same mated pair, but on the same hierarchical level.

**Signaling Point (SP)**

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

## ATTACHMENT 1

# AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATE

## DEFINITIONS OF TERMS

### Signaling Point Code

A code that identifies the signaling point address in the CCS network. Point codes are nine-digit codes - three segments of three digits each - identifying the Network ID, Network Cluster, and Cluster Member, respectively.

### Signaling Point of Interface (SPOI)

Mutually agreed point at which SWBT hands off signaling information to the customer (IEC).

### Signaling System 7 (SS7)

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

# ATTACHMENT 2

## AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA

### RATES AND CHARGES

<u>Rate Element</u>	<u>Rates &amp; Charges Per Signaling Link (1)</u>
<b>A. STP Access Connection (if applicable)</b>	
Nonrecurring	
First	\$628.00
Additional	\$456.00
Monthly Recurring - Fixed	
Less than one mile	\$340.54
One mile or more	\$403.73
Monthly Recurring - per Mile	
Less than one mile	\$ 0.00
One mile or more	\$ 26.45
<b>B. STP Interconnect Mileage - 1 mile or more</b>	
Monthly Recurring - Fixed	\$100.16
Monthly Recurring - per Mile	\$ .91
<b>C. STP Port Termination</b>	
Nonrecurring	\$234.49
Monthly Recurring	\$318.87
<b>D. IEC Signaling Point Code</b>	
Nonrecurring	
Per code, per STP	\$ 41.00

(1) As reflected in FCC 73.

Billing for the above-referenced service will begin upon completion of installation and testing of the services ordered through the CCS and SS7 Interconnection Services contract.

Accepted:

GTE Midwest, Incorporated

By: 

Title: State Director-Regulatory & Government Affairs

Date: 2/4/97

Accepted:

SOUTHWESTERN BELL TELEPHONE  
COMPANY

By: \_\_\_\_\_

Title: Director-Regulatory and Industry Relations

Date: \_\_\_\_\_

**APPENDIX NO. 1 AGREEMENT FOR THE PROVISION OF COMMON  
CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION  
SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME  
LATA**

**CALL SET-UP SIGNALING**

Attached to and made a part of the CCS INTERCONNECTION SERVICES AGREEMENT, effective October 15, 1996, between Southwestern Bell Telephone Company (SWBT) and GTE Midwest, Incorporated herein referred to as the IEC.

**LOCAL AND INTRALATA CALL SET-UP SIGNALING SERVICE**

This service allows the IEC to utilize out of band trunk signaling via SWBT's CCS network facilities for the provision of exchange services.

It is the responsibility of the IEC to populate the "privacy indicator" portion of all SS7 signaling messages forwarded to SWBT's network. SWBT agrees to deliver the information forwarded by the IEC in the SS7 signaling message. The IEC, by entering into this agreement, agrees to deliver the "privacy indicator" information forwarded by SWBT in its signaling message.

SWBT accepts no additional responsibility of any kind in connection with the use of Call Set-up Signaling Service for the provision of exchange services within an IEC's territory.

Call set-up times may be greater when IECs using SS7 signaling employ Intermediate Access Tandems (IATs) in their networks.

IECs must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

**Rates and Charges:** There are no additional rates or charges for this service. It is provided as a part of the CCS/SS7 interconnection service to the IEC.

Accepted:

Accepted:

GTE Midwest Incorporated

SOUTHWESTERN BELL TELEPHONE  
COMPANY

By: 

By: 

Title: State Director-Regulatory &  
Government Affairs

Title: Director-Regulatory and Industry Relations

Date: 2/4/97

Date: 2-20-97

**APPENDIX NO. 2 TO THE AGREEMENT FOR THE PROVISION OF COMMON  
CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION  
SERVICE TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

**CALL CONTROL, OPTION SERVICE**  
based on Bellcore's CLASS™ Services

Attached to and made a part of the CCS AND SS7 INTERCONNECTION SERVICES AGREEMENT, effective October 15, 19 96, between Southwestern Bell Telephone Company (SWBT) and GTE Midwest, Incorporated herein referred to as the IEC. This appendix is subsumed in the CCS and SS7 Interconnection Services contract; terms and conditions of that contract, in addition to the terms and conditions stated below, apply. This appendix is not a complete agreement by itself.

**CALL CONTROL OPTION (CCO) SERVICES**

This service provides for the exchange of CCS signaling messages required for the provision of CCO Services between SWBT's end offices and the end office of an associated IEC via SWBT's CCS network facilities from/to the STP(s) at which the IEC interconnects with SWBT's CCS network. This service may be used only for exchange and exchange access services functionality, and under no circumstances is such service to be utilized in connection with the IEC's provision of an interLATA offering. The IEC may not utilize the CCO Service for SS7 signaling related to an IXC-transported SS7 service.

This service is available in central offices where CCO services are being offered to its end users and to exchanges where SWBT and the IEC both have CCS network signaling capabilities deployed to the end office level in order to support the origination and termination of CCO (CLASS sm) services. NOTE: In order to provide CCO services, additional software must also be installed in applicable end offices.

The IEC, by entering into this agreement, agrees to also act based on "privacy indicator" information forwarded from SWBT.

IECs must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

SWBT accepts no additional responsibility beyond what is outlined in its tariffs for this service with respect to the provision of Call Control Option Service and accepts no responsibility of any kind in connection with the use of this information for the provision of CCO or other services within an IEC's territory.

Service Mark: One CCO service, Call Cue®, is a registered service mark of SWBT.

**APPENDIX NO. 2**

To promote recognition of CCO features in multi-LEC areas, the IEC may want to use the same feature names. The IEC is hereby allowed to use the names of SWBT's CCO features that do not have a service mark.

**Non-Exclusive Limited License of Service Mark:** SWBT hereby licenses the IEC, on a limited basis, to use the service mark for "Call Cue". This license is limited to the LATAs in which SWBT and the IEC provide the CCO Service and the Call Cue feature to their respective end users.

The IEC, as Licensee, shall only use the licensed mark in connection with the specified service, meeting standards, specifications and guidelines of quality issued by SWBT. SWBT shall have the right, at all reasonable time, to inspect the service employing the Call Cue mark to determine if it is of proper quality.

**Limited License - Revocable:** This limited license will be revoked and rendered inapplicable for the IEC upon the termination, by SWBT or the IEC, of Call Cue service.

**Rates and Charges:** There are no additional rates and charges for this service. It is provided as a part of the CCS/SS7 Interconnection service to the IEC.

Accepted:

GTE Midwest, Incorporated

By: 

Title: State Directory-Regulatory &  
Government Affairs

Date: 2/4/97

Accepted:

SOUTHWESTERN BELL TELEPHONE  
COMPANY

By: 

Title: Director-Regulatory and Industry Relations

Date: 2-20-97